



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1070-2019

**ELECTRICAL & HVAC UPGRADES AT MCPHILLIPS & TACHE PUMPING
STATIONS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	2
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	3
B8. Bid Components	4
B9. Bid	4
B10. Prices	5
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	9
B18. Evaluation of Bids	9
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	3
D5. Contractor's Supervisor	4
D6. Ownership of Information, Confidentiality, and Non Disclosure	4
D7. Notices	4
D8. Furnishing of Documents	5

Submissions

D9. Authority to Carry on Business	5
D10. Safe Work Plan	5
D11. Insurance	5
D12. Contract Security	6
D13. Subcontractor List	6
D14. Detailed Work Schedule	7

Schedule of Work

D15. Commencement	7
D16. Critical Stages	8
D17. Substantial Performance	8
D18. Total Performance	8
D19. Liquidated Damages	9
D20. Scheduled Maintenance	9

Control of Work

D21. Job Meetings	9
D22. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
D23. The Workplace Safety and Health Act (Manitoba) – Qualifications	10

Measurement and Payment

D24. Payment	10
--------------	----

Warranty

D25. Warranty	10
---------------	----

Third Party Agreements

D26. Funding and/or Contribution Agreement Obligations	10
--	----

Form H1: Performance Bond	13
---------------------------	----

Form H2: Labour and Material Payment Bond	15
---	----

Form J: Subcontractor List	17
----------------------------	----

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Soils Investigation Report	7
E3. Hazardous Materials	7
E4. Specific Requirements	7
E5. Equipment and materials	8
E6. Security	8
E7. Salvage	8
E8. Dangerous Work Conditions	8
E9. Temporary use of City Equipment	9
E10. Pumping Station Operation During Construction	9
E11. Construction Work Plan	11
E12. Mobilization and Demobilization	12
E13. Additional Work	12
E14. Operating Constraints for Work in Close Proximity to Critical Water Infrastructure	13

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ELECTRICAL & HVAC UPGRADES AT MCPHILLIPS & TACHE PUMPING STATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 8, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available to provide Bidders access to the Site on December 5, 2019 at the following times and locations :

- (a) from 9:00 a.m. to 11:30 a.m. at the McPhillips Regional Pumping Station - 360 McPhillips Street, Winnipeg, MB; and
- (b) from 1:00 p.m. to 3:30 p.m. at the Tache Booster Pumping Station – 866 Tache Ave, Winnipeg, MB.

B3.2 The Bidder is advised that Site access into facilities is restricted and Site viewing is limited. The City will provide access into facilities where the Work will be done. The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation or is provided by the Contract Administrator in writing.

B3.4 Although attendance at the Site investigation is not mandatory, the City strongly suggests that the Bidder attend.

B3.5 Access to view the Sites can only be made under the supervision of an authorized City representative.

B3.6 The Bidder is required to register for the Site investigation by 4:00 p.m. Winnipeg time, December 2, 2019 by contacting the Contract Administrator identified D4.1.

B3.7 Bidders registered for the Site investigation must provide the Contract Administrator identified in D4.1 with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site investigation.

- (a) The Public Safety Verification check can be obtained from Sterling BackCheck. Bidders will need to setup a Sterling BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take a minimum of 48 hours to complete. Refer to PART F - Security Clearance for further information.

- (b) The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Bidders must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.8 Bidders will not be allowed to take pictures at the Site investigation. The Bidder may request pictures of specific areas from the Contract Administrator. The pictures will be then issued to all the Bidders registered for the Site investigation.

B3.9 CSA approved safety footwear are required for all personnel attending the Site investigation.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies, or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy, or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an addendum may be directed to the Contract Administrator indicated in D4.1.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials, and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material, or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified, and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified, and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com
- B8.4.1 Bids will only be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D26. Any such costs shall be determined in accordance with D26.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Shermco Industries Canada Inc.
 - (i) Provided electrical contracting services to accommodate switchgear inspection and circuit breaker troubleshooting at the McPhillips Regional Pumping Station.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential, or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures, and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential, or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual, or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential, or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential, or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred, or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope, and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have a Licenced Electrical Contractor and a M-Prime Licenced Mechanical Contractor as defined in D3; and
 - (e) ensure that all personnel working at the Site have security clearances as described in PART F - Security Clearance that have been reviewed and accepted by the City.
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 The Bidder shall provide digital bid security in the form of a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to

conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).

B14.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:

- (a) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
- (b) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.3(a).

B14.4 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.5 Bonds passing the verification process will be treated as original and authentic.

B14.5.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.6 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.7 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), where the Total Bid Price exceeds the funds stated in D2.4, the City may determine that no award will be made in accordance with B19.2.1.

B18.5 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.5.1 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2019-09-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist generally of electrical and Heating, Ventilation and Air Conditioning (HVAC) upgrades at the McPhillips Regional Pumping Station and the Tache Booster Pumping Station.

D2.2 The major components of the work are as follows:

D2.2.1 McPhillips Regional Pumping Station:

- (a) supply and installation of multiple Motor Control Centres (MCCs) complete with all required systems and components;
- (b) upgrades of the HVAC and related control systems (including PLC programming);
- (c) supply and installation of a chiller system, heating coil, and refrigerant leak detection system.
- (d) supply and installation of electrical distribution equipment;
- (e) supply and installation of electrical grounding;
- (f) supply and installation of normal and emergency lighting;
- (g) supply and installation of a fire alarm system;
- (h) supply and installation of a carbon monoxide detection system;
- (i) supply and installation of a methane low explosive limit (LEL) detection system;
- (j) supply and installation of two new 500KVA 4160V/600V 3Ø transformers;
- (k) supply and installation of multiple motor starters;
- (l) supply and installation of a 100KW load bank for generator testing;
- (m) supply and installation of uninterruptible power supply;
- (n) supply and installation of instrumentation equipment;
- (o) transfer and reconnection of existing equipment to upgraded electrical equipment ;
- (p) upgrades to the existing automation system associated with the electrical equipment (including PLC programming);
- (q) provide configuration set points and programming that are site specific for each motor starters, soft starter, VFDs, instruments, intelligent MCCs starters, load bank and all other electrical systems;
- (r) provide motor starter settings;
- (s) motor starter control and programming;
- (t) provision of concrete pads, bollards, and fencing;
- (u) provision of asbestos abatement to accommodate the Work;
- (v) completion of minor structural repairs to accommodate the Work as required; and
- (w) demolition and removal of existing equipment to be replaced.
- (x) Refer to the drawing set and complete specification for additional details.

D2.2.2 Tache Booster Pumping Station:

- (a) provision of upgrades to the main electrical service including supply and installation of a Customer Service Termination Enclosure;
- (b) supply and installation of MCC complete with all required systems and components;
- (c) supply and installation of electrical distribution equipment;
- (d) supply and installation of electrical grounding;
- (e) supply and installation of normal and emergency lighting;
- (f) supply and installation of a fire alarm system;
- (g) provision of functional descriptions for all new process systems;
- (h) provision of automation upgrades.
- (i) supply and installation of instrumentation equipment;
- (j) transfer and reconnection of existing equipment to upgraded electrical equipment ;
- (k) provide configuration set points and programming that are site specific for each motor starters, soft starter, VFDs, instruments, intelligent MCCs starters, and all other electrical systems;
- (l) provide motor starter settings;
- (m) motor starter control and programming;
- (n) provision of concrete pads;
- (o) completion of minor structural repairs to accommodate the Work as required; and
- (p) demolition and removal of existing equipment to be replaced.
- (q) Refer to the drawing set and complete specification for additional details.

D2.3 The following shall apply to the Work:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) City of Winnipeg Water and Waste Department WWD CAD/GIS Standards;
<https://winnipeg.ca/waterandwaste/pdfs/dept/CAD-GIS-Specifications.pdf>
- (d) City of Winnipeg Water & Waste Department Identification Standard; and
- (e) City of Winnipeg Water & Waste Department Electrical Design Guide.

D2.4 The pre-bid estimate for this work \$3,222,078.00 (including MRST).

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **“ACIC”** means Armored Control and Instrumentation Cable (run in cable tray);
- (b) **“ACM”** means Asbestos Containing Materials;
- (c) **“Authority Having Jurisdiction”** means an organization, office or individual responsible for enforcing the requirements of a code, standard or by-law, or for approving equipment, materials, and installation or a procedure, which is typically in reference to the local inspection authority;
- (d) **“AHJ”** means Authority Having Jurisdiction;
- (e) **“As-Built”** means an accurate and complete record of the construction Work undertaken by the Contractor, resulting in adjustments and markups made to the Construction set of documents;

- (f) **“CEC”** means the Canadian Electrical Code (CSA C22.1) plus all City of Winnipeg amendments to the code, as contained in The Winnipeg Electrical By-Law 86/2018;
- (g) **“Certificate of Final Inspection”** means the certificate of final inspections, obtained from the City of Winnipeg inspections department;
- (h) **“CIC”** means Control and Instrumentation Cable (run in conduit);
- (i) **“Code”** or **“code”** means the latest local code applicable at the project location. Including but not limited to The Winnipeg Electrical By-Law;
- (j) **“C.P.M”** means critical path method;
- (k) **“CT”** means Current Transformer;
- (l) **“FAT”** means Factory Acceptance Testing. All FAT type testing to be performed at the equipment vendor facilities, utilizing the equipment vendor’s labor, materials and test equipment;
- (m) **“Genset”** means generator set;
- (n) **“HVAC”** means Heating, Ventilation and Air Conditioning;
- (o) **“HMI”** means Human-Machine Interface or the user interface that connects an operator to the controller for an industrial system;
- (p) **“I/O”** means input / output;
- (q) **“LED”** means Light-Emitting Diode;
- (r) **“Licenced Electrical Contractor”** means an individual meeting the requirements of the Manitoba Electricians’ Licence Act (C.C.S.M. c. E50) and the Manitoba Electricians Licensing Regulation (186/87 R);
- (s) **“Licenced Mechanical Contractor”** means a M-Prime contractor licensed by the City. M-Prime Contractors may obtain permits for any work on HVAC systems, hazardous process systems, or fire protection systems where the work is to be performed by a M1 licenced contractor and/or a M2 licenced contractor;
- (t) **“MCC”** means Motor Control Centre;
- (u) **“MSDS”** or alternatively **“SDS”** means Material Safety Data Sheets or alternatively Safety Data Sheets acceptable to Labour Canada;
- (v) **“PID”** means Process and Instrumentation Diagram;
- (w) **“PLC”** means Programmable Logic Controller;
- (x) **“provide”** means to supply, install, and leave in working order all materials and necessary equipment, wiring, supports, access panels, etc., as necessary for item or system indicated;
- (y) **“PVC”** means Polyvinyl Chloride;
- (z) **“Record Drawing”** means an accurate and complete record of the construction Work undertaken by the Contractor, and prepared by the reviewing professional after verifying in detail the actual conditions of the completed project as a result of adjustments and markups made to the Construction set of documents. The drawings shall bear the seal of the responsible professional;
- (aa) **“SPDT”** means Single Pole, Double Throw;
- (bb) **“Standard”** or **“standard”** means the latest standard that is in effect at the project location;
- (cc) **“TAB”** means Testing, Adjusting, and Balancing;
- (dd) **“WHMIS”** means Workplace Hazardous Materials Information System;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is SNC-Lavalin Inc., represented by:

Vivek Elimban, P. Eng.
Electrical Engineer

Telephone No. 204-786-8080

Email Address Vivek.Elimban@snclavalin.com

D4.2 At the pre-construction meeting, Vivek Elimban will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY, AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Except as provided for in C22.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents, or other communications to the Contractor shall be sent to the facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents, or other communications to the City, except as expressly otherwise required in D7.3, D7.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1.

D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D7.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents, or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Document, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) wrap up liability insurance in the amount of at least two million dollars (\$2,000,000.00) inclusive per occurrence written in the name of the Contractors, sub-contractors, consultants, sub-consultants and the City covering bodily injury personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap Up liability policy to include coverage for damage to the existing structures, hook liability if a crane is required for the performance of the Work, contractual liability, cross-liability clause, unlicensed motor vehicle liability, non-owned automobile liability, sudden and accidental pollution liability and 24 months completed operations endorsement;
 - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of

the Contractor, the City, and all sub-contractors; policy to remain in place at all times during the performance of the Work and until the date of Substantial Performance.

- D11.2 The Contractor shall ensure that the subcontractor involved in the asbestos abatement provide evidence of D11.1(b) and the following :
- (a) Commercial general liability insurance in the amount of at least \$2,000,000 with the City to be added as an additional insured. Certificate of insurance to include evidence of their operations to include " asbestos abatement", cross liability clause, contractual liability, products and completed operations endorsement and non-owned automobile liability;
 - (b) Contractors pollution liability in the amount of at least \$1,000,000 per occurrence.
- D11.3 Deductibles shall be borne by the Contractor.
- D11.4 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.6 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D14. DETAILED WORK SCHEDULE

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D14.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- (c) a daily manpower schedule for the Work

All shall be reviewed by, and shall be acceptable to the Contract Administrator. The Contractor shall make all requested changes to the documents as required by the Contract Administrator, and re-submit as needed prior to executing the Work.

D14.3 Further to D14.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

McPhillips Station Chiller work (360 McPhillips Street)

- (a) Commencement Date:
- (b) Satisfactory Installation (see Section - 01 43 33 Contractor's Field Requirements):
- (c) Satisfactory System Performance (see Section - 01 43 33 Contractor's Field Requirements):

McPhillips Station Other work (360 McPhillips Street)

- (a) Commencement Date:
- (b) Satisfactory Installation (see Section 01 43 33 - Contractor's Field Requirements):
- (c) Satisfactory System Performance (see Section 01 43 33 - Contractor's Field Requirements):

Tache Station work (866 Tache Ave)

- (a) Commencement Date:
- (b) Satisfactory Installation (see Section 01 43 33 - Contractor's Field Requirements):
- (c) Satisfactory System Performance (see Section 01 43 33 - Contractor's Field Requirements):

D14.4 Further to D14.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D14.5 Further to D14.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D15.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;

- (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) all completed Police Information Checks and a Public Safety Verifications as specified in Part F Security Clearances
 - (vii) the Subcontractor list specified in D13; and
 - (viii) the detailed work schedule specified in D14.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D15.3 The City intends to award this Contract by February 20, 2020.

D15.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16. CRITICAL STAGES

D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Shop Drawing review of all equipment: Prior to May 30, 2020.
- (b) Satisfactory System Performance (Form 104: Certificate of Satisfactory System Performance as described in Section 01 44 33 – Contractor's Field Requirements) has been achieved for the new Chiller System: May 1st, 2021.
 - (i) **The Contractor shall be responsible for ensuring the temperature ranges described in Part 1.4.5 of Section 01 51 00 - Temporary Utilities are maintained in the event this critical stage is not met.**

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance by July 1st, 2021.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance by August 1st, 2021.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Shop Drawing review of all equipment – two hundred fifty dollars (\$250);
 - (b) Satisfactory System Performance for the new Chiller System – one hundred dollars (\$100);
 - (c) Substantial Performance – one thousand dollars (\$1,000);
 - (d) Total Performance – one thousand dollars (\$1,000);
 - (e) Satisfactory System Performance for the new Chiller System and Substantial Performance – one thousand one hundred dollars (\$1,100);
 - (f) Satisfactory System Performance for the new Chiller System, Substantial Performance, and Total Performance – one thousand one hundred dollars (\$1,100); or
 - (g) Substantial Performance and Total Performance - one thousand dollars (\$1,000).
- D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Perform maintenance of the Chiller prior to Total Performance;
 - (b) Perform maintenance of the Heating Coils prior to Total Performance;
- D20.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary at no additional cost.
- D21.3 The Contract Administrator will record meeting minutes, and distribute to team members.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D24. PAYMENT

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D25. WARRANTY

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections and as per below, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D25.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D25.1.2 For the chiller and all associated components, the warranty period shall be two (2) years.

D25.1.3 For the load bank and all associated components, the warranty period shall be two (2) years.

D25.1.4 For the lighting, the warranty period shall be five (5) years.

D25.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D25.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D26.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D26.3 For the purposes of D26:

- (a) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

- D26.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D26.4.2 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D26.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D26.4.4 Further to D11.4, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Contractor

- D26.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D26.6 Records Retention and Audits

- D26.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D26.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to

provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D26.7 Other Obligations

- D26.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D26.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 1070-2019

ELECTRICAL & HVAC UPGRADES AT MCPHILLIPS & TACHE PUMPING STATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 1070-2019

ELECTRICAL & HVAC UPGRADES AT MCPHILLIPS & TACHE PUMPING STATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.3 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.4 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.5 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.6 The following are applicable to the Work:

NMS SPECIFICATIONS	
DIVISION 01 –	GENERAL REQUIREMENTS
01 33 00	SUBMITTAL PROCEDURES
01 43 33	CONTRACTOR'S FIELD REQUIREMENTS
01 45 00	QUALITY CONTROL
01 51 00	TEMPORARY UTILITIES
01 52 00	CONSTRUCTION FACILITIES
01 56 00	TEMPORARY BARRIERS AND ENCLOSURES
01 61 00	COMMON PRODUCT REQUIREMENTS
01 73 03	EXECUTION REQUIREMENTS
01 74 11	CLEANING
01 78 00	CLOSEOUT SUBMITTALS
DIVISION 02 –	ASBESTOS ABATEMENT
02 49 19 13	SELECTIVE BUILDING DEMOLITION
02 82 00	ASBESTOS ABATEMENT
DIVISION 03 –	CONCRETE
03 05 10	CAST-IN-PLACE CONCRETE
03 20 00	CONCRETE REINFORCING
DIVISION 05 –	METALS
05 50 00	METAL FABRICATIONS
DIVISION 07 –	THERMAL AND MOISTURE PROTECTION
07 21 13	BOARD INSULATION
07 92 10	JOINT SEALING

DIVISION 09 –	FINISHES
09 91 23	PAINTING
DIVISION 22 –	PLUMBING
22 05 00	PLUMBING
22 13 16	SANITARY WASTE AND VENT PIPING
DIVISION 23 –	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)
23 05 00	COMMON WORK RESULTS FOR HVAC
23 05 05	PIPING AND FITTINGS
23 05 54	MECHANICAL IDENTIFICATION
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13	INSULATION
23 08 02	HVAC WATER TREATMENT
23 09 33	ELECTRIC AND ELECTRONIC CONTROL SYSTEM FOR HVAC
23 21 23	HYDRONIC PUMPS
23 55 01	DUCT HEATERS
23 82 00	LIQUID HEAT TRANSFER
DIVISION 26 –	ELECTRICAL
26 05 01	COMMON WORK RESULTS - ELECTRICAL
26 05 21	WIRES AND CABLES (0-1000 V)
26 05 28	GROUNDING - SECONDARY
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 31	SPLITTERS, JUNCTION, PULL BOXES AND CABINETS
26 05 32	OUTLET BOXES, CONDUIT BOXES AND FITTING
26 05 34	CONDUITS, CONDUIT FASTENINGS AND FITTINGS
26 05 44	INSTALLATION OF CABLES IN TRENCHES AND IN DUCTS
26 08 05	ACCEPTANCE TESTING
26 12 16	DRY TYPE, MEDIUM VOLTAGE TRANSFORMERS
26 12 17	DRY TYPE TRANSFORMERS UP TO 600 V PRIMARY
26 24 01	SERVICE EQUIPMENT
26 24 17	PANELBOARDS BREAKER TYPE
26 24 19	MOTOR CONTROL CENTRES
26 27 26	WIRING DEVICES
26 28 21	MOULDED CASE CIRCUIT BREAKERS
26 28 23	DISCONNECT SWITCHES - FUSED AND NON-FUSED
26 29 10	MOTOR STARTERS TO 600 V
26 32 20	GENERATOR LOAD BANK
26 33 53	STATIC UNINTERRUPTIBLE POWER SUPPLY
26 35 33	POWER FACTOR CORRECTION EQUIPMENT
26 50 00	LIGHTING
26 52 01	UNIT EQUIPMENT FOR EMERGENCY LIGHTING
DIVISION 28 –	ELECTRONIC SAFETY AND SECURITY
28 31 02	MULTIPLEX FIRE ALARM SYSTEM
DIVISION 31 –	EARTHWORK
31 23 10	EXCAVATING, TRENCHING AND BACKFILLING

DIVISION 40 –	PROGRESS INTEGRATION
40 05 01	COMMON WORK RESULTS - AUTOMATION
40 80 08	FACTORY ACCEPTANCE TEST
40 80 11	AUTOMATION COMMISSIONING
40 91 00	AUTOMATION – PROCESS MEASUREMENT DEVICES
40 92 00	AUTOMATION - PRIMARY CONTROL DEVICES
40 94 43	PROGRAMMABLE LOGIC CONTROLLERS (PLCs)
40 95 13	CONTROL PANELS
40 99 01	TRAINING
40 99 90	MAINTENANCE AND SUPPORT
APPENDIX A	ELECTRICAL TEST FORMS
APPENDIX B	CONFIRMED AND PRESUMED ASBESTOS REPORTS - MCPHILLIPS CHLORINE BUILDING - MCPHILLIPS OLD PUMP BUILDING - MCPHILLIPS PUMP BUILDING
APPENDIX C	MAJOR EQUIPMENT LIST
APPENDIX D	I/O LIST
APPENDIX E	MCPHILLIPS GEOTECHNICAL REPORT
APPENDIX F	PARTIAL CABLE LIST

Drawings		
McPhillips Station		
Drawing Number	Sheet	Drawing Name and Title
Main Pumping Station "M" MCC REPLACEMENT / HVAC Upgrade		
1-0640M-E0001	-001	ELECTRICAL SINGLE LINE DIAGRAM, LEGEND & DETAILS
1-0640M-E0002	-001	ELECTRICAL SINGLE LINE DIA7GRAM, 4160 V DISTRIBUTION
1-0640M-E0003	-001	ELECTRICAL SINGLE LINE DIAGRAM, 600V GENERATORS AND SWITCHGEAR
1-0640M-E0004	-001	ELECTRICAL SINGLE LINE DIAGRAM, 600V DISTRIBUTION
1-0640M-E0011	-001	SINGLE LINE DIAGRAM & LAYOUT, REMOVALS & INSTALLATIONS
1-0640M-E0013	-001	ELECTRICAL EQUIPMENT PLAN, ELECTRICAL & CONTROL ROOMS - DEMOLITION
1-0640M-E0014	-001	ELECTRICAL EQUIPMENT PLAN, GENERATOR ROOM
1-0640M-E0015	-001	ELECTRICAL EQUIPMENT ELEVATIONS, 4160V SWITCHGEAR & 600V SWITCHGEAR/MCC
1-0640M-E0017	-001	THREE LINE DIAGRAM, 4160V MAIN BREAKER
1-0640M-E0020	-001	ELECTRICAL SINGLE LINE DIAGRAM, MISCELLANEOUS DISTRIBUTION
1-0640M-E0025	-001	CONNECTION DIAGRAM AND DETAILS, ATS-M2E, TRANSFER SWITCH
1-0640M-E0030	-001	ELECTRICAL SINGLE LINE DIAGRAM, OVERVIEW
1-0640M-E0032	-001	ELECTRICAL SINGLE LINE DIAGRAM, PUMPHOUSE, MCC-M710
1-0640M-E0033	-001	ELECTRICAL PANEL LAYOUT, PUMPHOUSE, MCC-M710 LAYOUT AND SCHEDULE
1-0640M-E0034	-001	ELECTRICAL SINGLE LINE DIAGRAM, PUMPHOUSE, MCC-M720
1-0640M-E0035	-001	ELECTRICAL PANEL LAYOUT, PUMPHOUSE, MCC-M720 LAYOUT AND SCHEDULE
1-0640M-E0036	-001	ELECTRICAL SINGLE LINE DIAGRAM, PUMPHOUSE, MCC-M730E
1-0640M-E0037	-001	ELECTRICAL PANEL LAYOUT, PUMPHOUSE, MCC-M730E LAYOUT AND SCHEDULE
1-0640M-E0039	-001	ELECTRICAL EQUIPMENT PLAN, ELECTRICAL & CONTROL ROOMS - FINAL CONFIGURATION
1-0640M-E0040	-001	ELECTRICAL EQUIPMENT PLAN, MEZZANINE LEVEL
1-0640M-E0041	-001	ELECTRICAL EQUIPMENT PLAN, LOWER LEVEL
1-0640M-E0042	-001	PANELBOARD SCHEDULE
1-0640M-E0042	-002	PANELBOARD & LUMINAIRE SCHEDULE
1-0640M-E0043	-001	ELECTRICAL GROUNDING, INSTALLATION DETAILS
1-0640M-E0044	-001	ELECTRICAL GROUNDING, RISER DIAGRAM
1-0640M-E0045	-001	ELECTRICAL GROUNDING LAYOUT, MAIN FLOOR PLAN
1-0640M-E0046	-001	CONSTRUCTION PLAN, PHASE 1

1-0640M-E0047	-001	CONSTRUCTION PLAN, PHASE 2
1-0640M-E0048	-001	CONSTRUCTION PLAN, PHASE 3
1-0640M-E0049	-001	ELECTRICAL LIGHTING PLAN, PUMPHOUSE, LOWER LEVEL
1-0640M-E0050	-001	ELECTRICAL LIGHTING PLAN, PUMPHOUSE, MEZZANINE LEVEL
1-0640M-E0051	-001	ELECTRICAL FIRE ALARM PLAN, PUMPHOUSE LOWER LEVEL, DEMOLITION
1-0640M-E0052	-001	ELECTRICAL FIRE ALARM PLAN, PUMPHOUSE MEZZANINE LEVEL, DEMOLITION
1-0640M-E0053	-001	ELECTRICAL FIRE ALARM PLAN, PUMPHOUSE, LOWER LEVEL
1-0640M-E0054	-001	ELECTRICAL FIRE ALARM PLAN, PUMPHOUSE, MEZZANINE LEVEL
1-0640M-E0055	-001	ELECTRICAL FIRE ALARM, RISER DIAGRAM, DETECTION CIRCUITS
1-0640M-E0056	-001	ELECTRICAL FIRE ALARM, RISER DIAGRAM, NOTIFICATION CIRCUITS
1-0640M-E0057	-001	ELECTRICAL FIRE ALARM, LEGEND AND DETAILS
1-0640M-E0058	-001	SWITCHGEAR SGR-M1 DETAILS
1-0640M-E0070	-001	MOTOR STARTER SCHEMATIC, SP1, SUMP PUMP
1-0640M-E0071	-001	MOTOR STARTER SCHEMATIC, SP2, SUMP PUMP
1-0640M-E0072	-001	MOTOR STARTER SCHEMATIC, AC1, INSTRUMENT AIR COMPRESSOR
1-0640M-E0073	-001	MOTOR STARTER SCHEMATIC, AC2, INSTRUMENT AIR COMPRESSOR
1-0640M-E0074	-001	MOTOR STARTER SCHEMATIC, FN1, SUPPLY FAN
1-0640M-E0074	-002	CONNECTION DIAGRAM, FN1, SUPPLY FAN
1-0640M-E0075	-001	MOTOR STARTER SCHEMATIC, FN2, SUPPLY FAN
1-0640M-E0075	-002	CONNECTION DIAGRAM, FN2, SUPPLY FAN
1-0640M-E0076	-001	MOTOR STARTER SCHEMATIC, FN3, SUPPLY FAN
1-0640M-E0076	-002	CONNECTION DIAGRAM, FN3, SUPPLY FAN
1-0640M-E0077	-001	MOTOR STARTER SCHEMATIC, P-M641, CHILLED WATER PUMP
1-0640M-E0078	-001	MOTOR STARTER SCHEMATIC, P-M642, CHILLED WATER PUMP
1-0640M-E0079	-001	HEATER SCHEMATIC, HCE-M601, DUCT HEATER
1-0640M-M0005	-001	MECHANICAL, BUILDING CHILLER, DEMOLITION PLANS
1-0640M-M0006	-001	MECHANICAL, CHLR-M640, ELEV. 228.295 PART PLAN
1-0640M-M0007	-001	MECHANICAL, CHLR-M640, ELEV. 233.020 PART PLAN
1-0640M-M0008	-001	MECHANICAL, CHLR-M640, SECTIONS AND DETAILS
1-0640M-M0009	-001	MECHANICAL, CHLR-M640, PROCESS FLOW DIAGRAM AND EQUIPMENT SCHEDULES
1-0640M-P0012	-001	PROCESS AND INSTRUMENTATION DIAGRAM, MISCELLANEOUS
1-0640M-P0013	-001	PROCESS AND INSTRUMENTATION DIAGRAM, PUMPING STATION HVAC
1-0640M-P0014	-001	MECHANICAL, CHILLER SYSTEM, PROCESS AND INSTRUMENTATION DIAGRAM
1-0640M-P0015	-001	MECHANICAL, ELECTRICAL ROOM HVAC, PROCESS AND INSTRUMENTATION DIAGRAM
1-0640M-A0035	-001	PANEL LAYOUT, LCP-M500 (AC1 AND AC2), INSTRUMENT AIR COMPRESSOR CONTROL PANEL
1-0640M-A0036	-001	PANEL LAYOUT, LCP-M540, SUMP PUMP SP1 & SP2 CONTROL PANEL
1-0640M-A0037	-001	PANEL LAYOUT, JUNCTION BOXES
1-0640M-A0038	-001	JUNCTION BOX LAYOUT, JBA-M6144
1-0640M-A0048	-001	INSTRUMENTATION PLAN – DEMO & NEW WORK, MEZZANINE LEVEL
1-0640M-A0049	-001	INSTRUMENTATION PLAN – DEMO AND NEW WORK, LOWER LEVEL
1-0640M-A0050	-001	PANEL LAYOUT, HVAC CONTROL PANEL CP-M826
1-0640M-A0050	-002	PANEL LAYOUT, HVAC CONTROL PANEL CP-M826
1-0640M-A0051	-001	POWER DISTRIBUTION, HVAC CONTROL PANEL CP-M826
1-0640M-A0052	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, DISCRETE INPUTS RACK 0, MODULE 3
1-0640M-A0053	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, DISCRETE INPUTS RACK 0, MODULE 4
1-0640M-A0054	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, DISCRETE INPUTS RACK 0, MODULE 5
1-0640M-A0055	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, DISCRETE OUTPUTS RACK 0, MODULE 6
1-0640M-A0056	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, ANALOG INPUTS RACK 0, MODULE 7&8
1-0640M-A0057	-001	AUTOMATION - WIRING DIAGRAM, HVAC PANEL CP-M826, ANALOG OUPUTS RACK 0, MODULE 9&10
1-0640M-A0058	-001	AUTOMATION CONTROL SYSTEM ARCHITECTURE
1-0640M-A0060	-001	LOOP DIAGRAM, TT-M6041, TT-M6042, AND TT-M6301, TEMPERATURE TRANSMITTERS
1-0640M-A0061	-001	LOOP DIAGRAM, FC-1, FC-2, FC-3, ELECTRICAL ROOM FAN COILS
1-0640M-A0062	-001	LOOP DIAGRAM, XV-M6144, OUTDOOR INTAKE AIR DAMPER
1-0640M-A0063	-001	LOOP DIAGRAM, FV-M6145, OUTDOOR AIR FLOW DAMPER
1-0640M-A0063	-002	LOOP DIAGRAM, FV-M6145, OUTDOOR AIR FLOW DAMPER
1-0640M-A0064	-001	LOOP DIAGRAM, DISCHARGE AIR AND PUMPING STATION, TEMPERATURE TRANSMITTERS, TT-M6011 AND TT-M6045
1-0640M-A0065	-001	LOOP DIAGRAM, FV-M6147, STATION RELIEF AIR FLOW DAMPER
1-0640M-A0066	-001	LOOP DIAGRAM, FV-M6148, STATION RELIEF AIR FLOW DAMPER
1-0640M-A0067	-001	LOOP DIAGRAM, FV-M6146, RETURN AIR FLOW DAMPER
1-0640M-A0067	-002	LOOP DIAGRAM, FV-M6146, RETURN AIR FLOW DAMPER

1-0640M-A0068	-001	LOOP DIAGRAM, PDS-M6021, AIR FILTER DIFFERENTIAL PRESSURE SWITCH
1-0640M-A0069	-001	LOOP DIAGRAM, TSL-M6043, MIX AIR (FREEZESTAT) TEMPERATURE SWITCH
1-0640M-A0070	-001	LOOP DIAGRAM, FSL-M6411 AND FSL-M6421, CHILLED WATER PUMP P-M641 AND P-M642 FLOW SWITCH
1-0640M-A0071	-001	LOOP DIAGRAM, TT-M6403 AND TT-M6404, CHILLED WATER RETURN AND SUPPLY TRANSMITTERS
1-0640M-A0072	-001	LOOP DIAGRAM, FSL-M6112, FSL-M6122, AND FSL-M6132, SUPPLY FANS FN1, FN2, FN3 AIR FLOW SWITCH
1-0640M-A0073	-001	LOOP DIAGRAM, CP-M826.UPS01, POWER SUPPLY ALARM
1-0640M-A0074	-001	LOOP DIAGRAM, AIT-M6901-1, AIT-M6901-2, AIT-M6901-3, METHANE LEL DETECTION - MAIN PUMP HOUSE
1-0640M-A0074	-002	LOOP DIAGRAM, AIT-M6901-1, AIT-M6901-2, AIT-M6901-3, METHANE LEL DETECTION - MAIN PUMP HOUSE
1-0640M-A0075	-001	LOOP DIAGRAM, AIT-M6902, CARBON MONOXIDE DETECTION - MAIN PUMP HOUSE
1-0640M-A0076	-001	LOOP DIAGRAM, AIT-M6401, CHILLER LEAK DETECTION
1-0640M-A0077	-001	LOOP DIAGRAM, MCC-M710 VOLTAGE PRESENT, ESL-M7101
1-0640M-A0078	-001	LOOP DIAGRAM, MCC-M720 VOLTAGE PRESENT, ESL-M7201
1-0640M-A0079	-001	LOOP DIAGRAM, MCC-M730E VOLTAGE PRESENT, ESL-M7301
1-0640M-A0080	-001	LOOP DIAGRAM, XFMR-M710 WINDING HIGH TEMPERATURE SWITCH, TSH-M7100
1-0640M-A0081	-001	LOOP DIAGRAM, XFMR-M720 WINDING HIGH TEMPERATURE SWITCH, TSH-M7200
1-0640M-A0082	-001	LOOP DIAGRAM, FIRE ALARM CONTROL PANEL FACP-M922
1-0640M-A0083	-001	LOOP DIAGRAM, CHILLER CHLR-M640
1-0640M-A0084	-001	LOOP DIAGRAM, SUMP PUMP CONTROLLER, LIT-M5411
1-0640M-A0085	-001	NETWORK DIAGRAM
1-0640M-A0085	-002	NETWORK DIAGRAM
1-0640M-A0086	-001	INSTALLATION DETAILS
D-2231		STATION HIGH TEMP SWITCH
D-2232		STATION LOW TEMP SWITCH
1-0640A-S0001	-001	STRUCTURAL, CDR-M640 EQUIPMENT PAD, PLAN, SECTION AND GENERAL NOTES
1-0640A-S0002	-001	CIVIL, CDR-M640 FENCING LAYOUT, ELEVATION AND DETAILS
1-0640A-S0002	-002	CIVIL, CDR-M640 FENCE, GROUNDING DETAILS
1-0640A-S0003	-001	STRUCTURAL, CHILLER EQUIPMENT PAD, DEMOLITION DETAILS
1-0640A-S0004	-001	STRUCTURAL, LDB-G767 LOAD BANK, PLAN AND DETAILS
Collection Building "B"		
1-0640B-E0001	-001	ELECTRICAL SINGLE LINE DIAGRAM, COLLECTIONS BUILDING
1-0640B-E0002	-001	PLAN LAYOUT AND EQUIPMENT ELEVATION, COLLECTIONS BUILDING, ELECTRICAL ROOM - DEMOLITION
1-0640B-E0003	-001	PLAN LAYOUT AND EQUIPMENT ELEVATION, COLLECTIONS BUILDING, ELECTRICAL ROOM - NEW WORK
1-0640B-E0004	-001	PANEL SCHEDULE AND LAYOUT, COLLECTIONS BUILDING DP-B701
1-0640B-E0005	-001	PLAN AND SECTIONS, TYPICAL HOUSEKEEPING PAD, DETAILS
1-0640B-E0006	-001	MCC ELEVATION AND SINGLE LINE, GENERATOR ROOM, MCC-G766
1-0640B-E0007	-001	ELECTRICAL SINGLE LINE DIAGRAM, COLLECTION BUILDING, 600V GENERATORS AND SWITCHGEAR
1-0640B-E0008	-001	ELECTRICAL EQUIPMENT PLAN, COLLECTION BUILDING, GENERATOR ROOM AND LOAD BANK LDB-G767
1-0640B-E0009	-001	MOTOR STARTER SCHEMATIC, GENERATOR ROOM, EF-G1 EXHAUST FAN
1-0640B-E0010	-001	MOTOR STARTER SCHEMATIC, GENERATOR ROOM, EF-G2 EXHAUST FAN
1-0640B-E0011	-001	MOTOR STARTER SCHEMATIC, GENERATOR ROOM, EF-G3 EXHAUST FAN
1-0640B-E0012	-001	MOTOR STARTER SCHEMATIC, GENERATOR ROOM, EF-G4 EXHAUST FAN
1-0640B-E0013	-001	CONNECTION DIAGRAM, LOAD BANK LDB-G767
1-0640B-A0001	-001	LOOP DIAGRAM, MCC-G766 VOLTAGE PRESENT, ESL-G7661
1-0640B-A0002	-001	LOOP DIAGRAM, AIT-G6901, METHANE LEL DETECTION - GENERATOR ROOM
Chlorine Building "C"		
1-0640C-E0001	-001	ELECTRICAL SINGLE LINE DIAGRAM, CHLORINE BUILDING
1-0640C-E0002	-001	EQUIPMENT PLAN & ELEVATION, CHLORINE BUILDING, DEMOLITION PLAN
1-0640C-E0003	-001	ELECTRICAL SINGLE LINE DIAGRAM, CHLORINE BUILDING, MCC-C710/ MCC-C720E
1-0640C-E0004	-001	ELECTRICAL PANEL LAYOUT, CHLORINE BUILDING, MCC-C710/ MCC-C720E LAYOUT AND SCHEDULE
1-0640C-E0005	-001	ELECTRICAL PANEL LAYOUT, CHLORINE BUILDING, MCC-C710/ MCC-C720E LOCATION PLAN - GALLERY LEVEL
1-0640C-E0006	-001	PANELBOARD SCHEDULES, CHLORINE BUILDING, PNL-C711 AND PNL C731E
1-0640C-E0007	-001	ELECTRICAL EQUIPMENT PLAN, CHLORINE BUILDING

1-0640C-E0008	-001	ELECTRICAL LIGHTING PLAN, CHLORINE BUILDING, GROUND LEVEL AND SERVICE TUNNELS
1-0640C-E0009	-001	ELECTRICAL FIRE ALARM PLAN, CHLORINE BUILDING, GROUND LEVEL AND SERVICE TUNNELS - DEMOLITION
1-0640C-E0010	-001	ELECTRICAL FIRE ALARM PLAN, CHLORINE BUILDING, GROUND LEVEL AND SERVICE TUNNELS
1-0640C-E0011	-001	ELECTRICAL GROUNDING DETAILS, CHLORINE BUILDING
1-0640C-E0012	-001	ELECTRICAL - HAZARDOUS LOCATION, CHLORINE BUILDING, GROUND LEVEL
1-0640C-A0001	-001	LOOP DIAGRAM, MCC-C720E VOLTAGE PRESENT, ESL-C7201
1-0640C-A0002	-001	LOOP DIAGRAM, MCC-C710 VOLTAGE PRESENT, ESL-C7101
Reservoir "R"		
1-0640R-E0001	-001	ELECTRICAL SINGLE LINE DIAGRAM, RESERVOIR VALVE HOUSE
Control Centre "S"		
1-0640S-E0001	-001	SINGLE LINE DIAGRAM
1-0640S-E0002	-001	PANEL SCHEDULES
Yard "Y"		
1-0640Y-E0001	-001	ELECTRICAL SINGLE LINE DIAGRAM, AQUEDUCT VALVE CHAMBER
1-0640Y-E0002	-001	PANELBOARD SCHEDULE, PNL-Y712U
1-0640Y-E0003	-001	ELECTRICAL EQUIPMENT PLAN, AQUEDUCT VALVE CHAMBER
Drawings		
Tache Booster Station		
Drawing Number	Sheet	Drawing Name and Title
Main Pumping Station "M" MCC REPLACEMENT / UPS Upgrade		
1-0660M-E0002	001	SINGLE LINE DIAGRAM & LAYOUT, UPS
1-0660M-E0006	001	ELECTRICAL SINGLE LINE DIAGRAM, DEMOLITION
1-0660M-E0007	001	ELECTRICAL SINGLE LINE DIAGRAM, MCC-M710
1-0660M-E0008	001	MCC ELEVATION AND SCHEDULE, MCC-M710
1-0660M-E0009	001	ELECTRICAL PANEL SCHEDULE AND DETAILS
1-0660M-E0010	001	PLAN AND SECTION, TYPICAL HOUSEKEEPING PAD, DETAILS
1-0660M-E0011	001	MAIN FLOOR EQUIPMENT & DEVICE LAYOUT, PUMP ROOM, DEMOLITION
1-0660M-E0012	001	ELECTRICAL EQUIPMENT PLAN, BASEMENT, DEMOLITION
1-0660M-E0013	001	ELECTRICAL EQUIPMENT PLAN, PUMP ROOM
1-0660M-E0014	001	ELECTRICAL EQUIPMENT PLAN, CEILING
1-0660M-E0015	001	ELECTRICAL EQUIPMENT PLAN, BASEMENT
1-0660M-E0016	001	ELECTRICAL SITE PLAN
1-0660M-E0017	001	PANEL LAYOUT, JB-M702, TEMPORARY GENERATOR CONNECTION
1-0660M-E0018	001	GROUNDING INSTALLATION DETAILS
1-0660M-E0020	001	MOTOR STARTER SCHEMATIC, PUMP PP-1
1-0660M-E0020	002	CONNECTION DIAGRAM, PUMP PP-1
1-0660M-E0021	001	MOTOR STARTER SCHEMATIC, PUMP PP-2
1-0660M-E0021	002	CONNECTION DIAGRAM, PUMP PP-2
1-0660M-E0022	001	MOTOR STARTER SCHEMATIC, PUMP PP-3
1-0660M-E0022	002	CONNECTION DIAGRAM, PUMP PP-3
1-0660M-E0023	001	ELECTRICAL FIRE ALARM PLAN, PUMP ROOM

1-0660M-E0024	001	ELECTRICAL FIRE ALARM PLAN, BASEMENT
1-0660M-E0025	001	ELECTRICAL FIRE ALARM, RISER DIAGRAM, DETECTION AND NOTIFICATION CIRCUITS
1-0660M-E0026	001	ELECTRICAL FIRE ALARM, LEGEND AND DETAILS
1-0660M-A0001	001	LOOP DIAGRAM, MAIN CONTROL TEMPERATURE TRANSMITTER, TT-M6000
1-0660M-A0002	001	LOOP DIAGRAM, STATION INLET FLOW INDICATING TRANSMITTER, FIT-M0401
1-0660M-A0003	001	LOOP DIAGRAM, SURGE TANK DIFFERENTIAL PRESSURE LEVEL TRANSMITTER, LIT-M0402
1-0660M-A0004	001	LOOP DIAGRAM, MCC-M710 VOLTAGE PRESENT
1-0660M-A0005	001	LOOP DIAGRAM, FACP-M922 ALARMS
1-0660M-A0006	001	LOOP DIAGRAM, LCP-1, PP-1 ELECTRICAL PUMP DRIVE
1-0660M-A0007	001	LOOP DIAGRAM, LCP-2, PP-2 ELECTRICAL PUMP DRIVE
1-0660M-A0008	001	LOOP DIAGRAM, LCP-3, PP-3 ELECTRICAL PUMP DRIVE
D-3400		PUMP DISCHARGE VALVE DV-1
D-3401		PUMP DISCHARGE VALVE DV-2
D-3402		PUMP DISCHARGE VALVE DV-3
D-3404		PP#1 ELECTRIC PUMP DRIVE
D-3408		PP#2 ELECTRIC PUMP DRIVE
D-3412		PP#3 ELECTRIC PUMP DRIVE

E2. SOILS INVESTIGATION REPORT

- E2.1 A geotechnical soils report titled “Geotechnical Investigation McPhillips Pumping Station” is provided in Appendix E. The geotechnical soils report is provided for information only. Proponents are not to rely on the information given in the geotechnical soils report for the purposes of preparation of their Bid.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.
- E3.2 Asbestos (both known and presumed) will be disturbed by the Work. Refer to Section 02 82 00 – Asbestos Abatement for details.
- E3.3 The City utilizes chlorine gas on Site as part of the water pumping process at the McPhillips Regional Pumping Station. A chlorine gas detector is installed with alarming to notify personnel of any potential toxic chlorine gas levels. The Contractor is expected to follow City policies regarding chlorine gas safety.
- (a) Chlorine gas is not utilized at the Tache Booster Pumping Station.

E4. SPECIFIC REQUIREMENTS

- E4.1 Advance notice, and written approval by the Contract Administrator, will be required if access in/out of any of the sites is restricted due to construction efforts. The City has vehicles which enter and exit all sites to accommodate on-going operations. Operations at 360 McPhillips Street will be on-going by the City during the Construction period.
- E4.2 The Contractor shall abide by the Arc Flash PPE requirements of CSA-Z462, Workplace Electrical Safety, and the arc flash labels on existing facility equipment (as well as new arc flash levels).

E5. EQUIPMENT AND MATERIALS

- E5.1 The Contractor shall supply all equipment and materials necessary to execute the work.
- E5.2 Existing equipment and materials may be re-used only as specifically indicated in these Specifications, as shown on the Drawings or as approved by the Contract Administrator.

E6. SECURITY

- E6.1 The Contractor is responsible for all Plant and Material stored on the Site.
- E6.2 The City will provide the Contractor with keys to the facilities. The Contractor is responsible for providing a \$500 deposit for each key provided.
 - (a) The \$500 deposit will be returned to the Contractor when all keys provided are returned to the City.
- E6.3 All entry doors into the facilities are to remain locked at all times.
- E6.4 Follow City procedures regarding entrance and exit.

E7. SALVAGE

- E7.1 All salvaged equipment and materials as determined by the Contract Administrator shall remain property of the City until noted otherwise. Set aside all demolished equipment and material and allow three (3) Business Days for the City to salvage any wanted parts and material prior to disposal.
 - (a) Notify the Contract Administrator upon salvaged equipment and material being available.
 - (b) The City reserves the right (although does not guarantee) to remove / extract the existing refrigerant within the existing chiller at the McPhillips Regional Pumping Station prior to demolition by the Contactor.
- E7.2 The Contactor shall remove and haul all rejected salvage from the site and legally dispose of it.
- E7.3 Removal and delivery of salvageable and non-salvageable equipment and material shall be considered incidental to the Contract Work and no additional payment will be made for such Work.

E8. DANGEROUS WORK CONDITIONS

- E8.1 Further to clause E3, the Contractor shall be aware that the following locations are considered confined spaces:
 - (a) sump pump chamber at the McPhillips Regional Pumping Station;
 - (b) suction header area at the McPhillips Regional Pumping Station;
 - (c) outside air and supply air plenum at the McPhillips Regional Pumping Station;
 - (d) crawlspace in the Collections Building;
 - (e) inside of vessels and tanks;
 - (f) any other areas labelled as "confined space" at Site.
- E8.2 The Contractor shall follow the "Guidelines for Confined Entry Work" as published by the Manitoba Workplace Safety and Health Division for all work involving a confined space.
- E8.3 The Contractor shall be aware of the potential hazards that can be encountered in confined spaces such as toxic gases and oxygen deficiency. The Contractor's Safe Work Plan should address these issues.

E8.4 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.

(a) The Contractor is responsible for all testing requirements.

E8.5 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a worker must wear a respirator or supplied air to enter the confined space.

E8.6 The Contract Administrator may issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.

E9. TEMPORARY USE OF CITY EQUIPMENT

E9.1 City facilities, systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.

E10. PUMPING STATION OPERATION DURING CONSTRUCTION

E10.1 The facilities related to the Work are critical to the transport of potable water for the City of Winnipeg. Under no condition shall the station services be shut down without prior permission of the Contract Administrator.

E10.2 The Contractor is advised that the McPhillips Regional Pumping Station, Chlorine Building, Collections Building, McPhillips Control Centre and Tache Booster Pumping Station will be allowed to be taken out of operation only after the Contractor's schedule of activities to complete the Work is approved by the Contract Administrator. The Contractor shall plan his construction activities to allow for the minimum amount of disruption time to normal operating status of the stations.

E10.3 The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.

E10.4 No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.

E10.5 Prepare and submit shutdown plans a minimum of five (5) Business Days prior to the proposed shutdown.

E10.6 All operation and control relating to the water process will be by the City.

E10.7 McPhillips Regional Pumping Station

E10.7.1 Temporary shutdowns for the McPhillips Regional Pumping Station (including the Chlorine Building) are only permitted between the hours of 11:30 p.m. and 5:00 a.m. (maximum 5.5 hours in duration per outage or less where otherwise indicated for select systems). Under no circumstance will the pumping station be permitted to shut down during the day.

E10.8 McPhillips Control Centre

E10.8.1 Temporary power outages for the McPhillips Control Centre are only permitted between October 15 and February 15 of the following calendar year. No power outages will be permitted during the spring and summer months. The Control Centre is a critical facility.

- E10.8.2 Temporary power outages are only permitted between the hours of 11:30 p.m. and 5:00 a.m. with maximum durations as indicated in E10.8.4 and E10.8.5.
- E10.8.3 The Contractor shall plan his work to minimize the outage duration. Work affecting the Control Centre as shown on the single line drawing can be completed within two outages. Refer to single line drawing: 1-0640S-E0001 – McPhillips Control Centre Single Line Diagram:
- E10.8.4 Outage #1: Maximum power outage duration 4 hours
- (a) Replace transformer (XFMR-S702) located in the plenum ceiling of the electrical room with a new transformer to be located outside of the plenum ceiling (prior to power outage). Make final connections during power outage.
 - (b) Replace circuit breaker (CB-S710) in distribution panel (DP-S701) with a new 125AT/250AF K frame breaker.
- E10.8.5 Outage #2: Maximum power outage length for PNL-S712U – 30 minutes. Other systems maximum outage 4 hours.
- (a) Disconnect panel PNL-S713U incoming power lugs, and connect to a temporary, portable genset – to ensure maximum outage duration is 30 minutes or less.
 - (b) Connect transfer status switch signal (control cable) from the automatic transfer switch (ATS-S710E) to the new load bank.
 - (c) Replace circuit breaker CB-S712U.
- E10.9 Tache Booster Pumping Station
- E10.9.1 Temporary shutdowns for the Tache Booster Pumping Station are only permitted for a period of up to 6 consecutive months. After this period, the station must be usable and remain energized. The Contractor is responsible for providing temporary construction power, and power for heating the site during the outage period. The Contractor is responsible to ensure that damages to systems at the site do not occur.
- E10.10 Schedule several work activities to be completed in the same shutdown where possible to minimize the number of station shutdowns required.
- E10.11 There will be no charge to temporarily shut down the water pumping station for the work activity listed.
- E10.12 If an unreasonable number of station shutdowns are required to complete the same work activity due to the Contractor's method of operation, a fee of \$500.00 per hour may be charged to the Contractor and deducted from future Progress Payments.
- E10.13 In the event that the Contractor causes an unplanned partial or complete shutdown, and, in the opinion of the Contract Administrator, is deemed to be at fault, the Contractor may be charged a fee between \$2,000 and \$10,000 to cover the City's costs associated with the shutdown. This does not waive or eliminate any associated insurance or other requirements.
- E10.14 In the event that the Contractor causes an unplanned partial or complete shutdown, the Contractor is responsible for providing all required services to remediate the issues on an emergency basis. No payment will be made to the Contractor for repair of any item related to the Contractor's work.
- E10.15 The Contract Administrator reserves the right to cancel a planned station shutdown if in his opinion any conditions would not allow for a shutdown of sufficient duration to complete the work activity. The Contractor shall reschedule the work activity to a more suitable time.
- E10.16 The Contract Administrator reserves the right to cancel a planned station shutdown during inclement weather, or due to operational issues, including issues within other City facilities.
- E10.17 The Contractor is responsible for all temporary construction power, lighting, fire alarm systems operation, power and heating during construction.

E11. CONSTRUCTION WORK PLAN

- E11.1 Submit a Detailed Work Plan document for review and approval by the Contract Administrator on each Thursday, indicating the following:
- (a) Detailed description of all work planned for the next week. Where required or requested by the Contract Administrator, provide:
 - (i) The proposed construction sequence to be followed including all methods to be employed to ensure that no damage or unintended service outages occur.
 - (ii) A description of all proposed methods of construction to be implemented.
 - (iii) Specialized equipment that may be used.
 - (iv) A detailed description, methods and procedures for all testing (both factory based testing and field testing).
 - (b) Planned shutdowns within the next 2- 4 weeks.
 - (c) Any design revisions proposed to accommodate the Contractor's proposed method of construction.
 - (d) The Contractor shall respond to any concerns that may be raised by the Contract Administrator's review of the Contractor's construction methods submission.
- E11.2 All shutdowns require detailed planning and approval by the City. The Contractor must submit information required to support the creation of a detailed Shutdown Procedure and Work Plan. The Contract Administrator will assist with the creation of these documents and coordinating with the City.
- E11.3 The Contractor must keep life safety systems, such as fire alarm systems, emergency lighting, gas detection systems operational at all times except for planned and approved outages. Include costs and provide a 24 hours per day / 7 day per week watch person where systems are made inoperable during the approved outage periods.
- E11.4 No Work shall proceed without the inclusion of the work on a Detailed Work Plan and corresponding approval of the Work by the Contract Administrator.
- E11.5 Instrumentation and Automation
- E11.5.1 The Contractor is responsible for programming and documentation of programming (Functional Description, etc.) of the HVAC PLC system at the McPhillips Regional Pumping Station.
- (a) The City will provide modification of the existing HMI to incorporate the new HVAC PLC system.
 - (b) For modifications to existing HMI systems, the Contractor shall provide to the City:
 - (i) a minimum of three (3) weeks advance notice that HMI modification will be required;
 - (ii) final PLC programming of the system (after all reviews have been completed);
 - (iii) data mapping list for all signals, with the HMI modification to be clarified;
 - (iv) clarification of any questions or concerns related to the purpose and intention of the various PLC signals; and
 - (v) support for recommended adjustments and modifications to the existing HMI system.
 - (c) Where the items described in E11.5.1(b) are provided to the satisfaction of the City, the City anticipates approximately one (1) month will be required to complete the HMI modification. The City reserves the right to extend the time required to provide HMI modification depending on qualified personnel availability.
- E11.5.2 The City will provide programming of the existing PLC at the Tache Booster Pumping Station to incorporate the new instrumentation to be installed as part of the Work.
- (a) For programming of the existing PLC, the Contractor shall provide to the City:

- (i) a minimum of three (3) weeks advance notice that PLC programming work will be required;
 - (ii) a final I/O list including address and tag names;
 - (iii) a clear written description of what is to be done with the points (alarming requirements, indication only, tie-ins with control etc.);
 - (iv) clarification of any questions or concerns related to the purpose and intention of the various instrumentation signals; and
 - (v) support for recommended adjustments and modifications to the existing PLC system.
- (b) Where the items described in E11.5.2(a) are provided to the satisfaction of the City, the City anticipates approximately one (1) month will be required to complete the PLC modification. The City reserves the right to extend the time required to provide PLC modification depending on qualified personnel availability.

E12. MOBILIZATION AND DEMOBILIZATION

- E12.1 Mobilization and demobilization will include but not be limited to start-up costs, equipment set-up and removal, storage facilities set-up and removal and site cleanup.
- E12.2 A maximum of 50% of Form B: Prices, Item 1 and Item 2, or 5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon mobilization. The remaining amount will be paid out upon demobilization.
- E12.3 The Contractor is eligible for payment of mobilization services when the Contract Administrator is satisfied that:
- (a) The Contractor has met all the Commencement requirements specified in D15.
 - (b) The Contractor has mobilized and initiated work on Site.
- E12.4 The Contractor is eligible for payment of demobilization services when the Contract Administrator is satisfied that:
- (a) The Contractor has achieved Substantial Performance,
 - (b) the Contractor has demobilized, and
 - (c) the Contractor has restored and cleaned up the site.

E13. ADDITIONAL WORK

- E13.1 Additional work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- E13.2 Additional services will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
 - (b) Scheduling changes initiated by the City, where at least 24 hours notice is given prior to the Contractor's scheduled time to be on site.
- E13.3 Should it be determined that additional material or services are required, the Contract Administrator shall approve the work, prior to commencement of the additional work.
- E13.4 The Contract Administrator may also request a written quotation for the additional work. For any work, where a written quotation is provided, and subsequently authorized, the valuation of the work shall be as per the quotation, regardless of the actual cost to the Contractor.
- (a) Quotations shall indicate the labour hours and base cost of material, as well as mark-up factors.

- (b) Labour Rates shall correspond to Form B:Prices, unless specifically authorized by the Contract Administrator.

E13.5 Material Mark-up Factors:

- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
- (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on site, unless otherwise determined by the Contract Administrator.
- (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
- (d) Where a Subcontractor is supplying the material, the total mark-up on the material, including all Subcontractors and the Contractor is limited to twenty-five percent (25%), including the Contractor and all Subcontractors' mark-ups.
- (e) Where the Contractor's immediate Subcontractor is supplying the material:
 - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%):
 - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
- (f) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
 - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
 - (ii) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

E13.6 Measurement and Payment

- (a) Additional labour will be reimbursed at the rate specified on Form B: Prices. The rate will not be adjusted for Subcontractors or individuals with specialized skills, without specific approval of the Contract Administrator.
- (b) All additional labour will be reimbursed at the rate specified on Form B: Prices Labour - Base except in the following circumstances:
 - (i) Work after 9:00pm and prior to 6:00am that is approved as night-time shutdown work, which will be at Labour – Night-time rate.
- (c) Additional material will be reimbursed by the actual base cost of the material, multiplied by the approved mark-up factors indicated in E13.5.

E14. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO CRITICAL WATER INFRASTRUCTURE

E14.1 Description

- E14.1.1 This section details operating constraints for all Work to be carried out in close proximity to the City suction inlet and discharge piping and other critical water infrastructure. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centreline of suction inlet and discharge piping, within a 5 m horizontal offset from a feeder main/water main, within 5 m of valve chambers and other appurtenances, and any other infrastructure identified below.

E14.2 The following shall be considered critical pipelines and water infrastructure for this project:

E14.2.1 McPhillips Regional Pumping Station suction inlet and discharge piping:

- (a) The suction inlet and discharge piping are located on the south side of the McPhillips Regional Pumping Station as shown on the Drawings.
- (b) The suction inlet piping is a 1650 mm pre-stressed concrete pressure pipe.
- (c) The discharge piping is a 1350 mm pre-stressed concrete pressure pipe.

E14.3 General Considerations for Work in Close Proximity to Critical Water Infrastructure:

- E14.3.1 Suction inlet and discharge piping are critical components of the City of Winnipeg regional water supply system and work in close proximity to suction inlet and discharge piping shall be undertaken with an abundance of caution. Suction inlet and discharge piping cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the pipe would likely have catastrophic consequences.
- E14.3.2 Work around critical water infrastructure shall be planned and implemented to minimize the time period that work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.
- E14.3.3 Construction in close proximity to critical infrastructure shall not commence until both the equipment and construction method statements have been submitted, reviewed, and accepted by the Contract Administrator.

E14.4 Submittals

- E14.4.1 Submit proposed construction equipment specifications to the Contract Administrator for review a minimum of five (5) Business Days prior to construction. The equipment submission shall include:
- (a) equipment operating and payload weights;
 - (b) equipment dimensions, including: wheel or track base, track length or axle spacing, track widths or wheel configurations; and,
 - (c) load distributions in the intended operating configuration.
- E14.4.2 Submit a construction method statement to the Contract Administrator a minimum of five (5) Business Days prior to construction. The construction method statement shall contain the following minimum information:
- (a) proposed construction plan including excavation locations, haul routes, excavation equipment locations, and loading positions;
 - (b) excavation plans, including shoring designs, for excavations occurring in close proximity to suction inlet or discharge piping (within 5 m horizontal of the pipe's center line) where the excavation is to be extended below the top of the suction inlet or discharge piping embedment zone (150 mm above the pipe);
 - (c) any other pertinent information required to accurately describe the construction activities in close proximity to the suction inlet or discharge piping and permit the Contract Administrator to review the proposed construction plans.
- E14.4.3 Incomplete or partial submissions will not be reviewed and will be returned to the Contractor for re-submission.
- E14.4.4 Allow five (5) Business Days for review by the Contract Administrator.

E14.5 Suction Inlet and Discharge Piping Cover

- E14.5.1 The ground surface along the south of the McPhillips Regional Pumping Station is uneven and includes areas where mounding or settlement has occurred. The following are estimated depths to the top of the suction inlet and discharge piping and are considered approximate only based on the existing ground surface conditions at Site:
- (a) suction inlet piping 5 m; and
 - (b) discharge piping 2.43 m.

E14.6 Pre-Work, Planning and General Execution

- E14.6.1 No work shall commence in close proximity to suction inlet or discharge piping and critical infrastructure until the equipment specifications and construction method statement have been submitted and accepted, and suction inlet or discharge piping locations have been clearly delineated in the field. Work over suction inlet or discharge piping shall only be

carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe.

- E14.6.2 Contact the City of Winnipeg Water and Waste Department, Construction Services Coordinator prior to construction.
- E14.6.3 Locate suction inlet or discharge piping and confirm their position horizontally and vertically prior to undertaking work in close proximity to the identified suction inlet or discharge piping. Note, exact locations to be identified in the field. Deviations from the elevations noted on the Drawings shall be reported to Contract Administrator for review prior to proceeding with work:
- E14.6.4 Visually delineate all critical infrastructure identified herein on Site by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.
- E14.6.5 Only utilize construction practices and procedures that do not impart excessive vibratory loads on suction inlet or discharge piping or that would cause settlement of the subgrade below suction inlet or discharge piping.
- E14.6.6 Where the existing road structure must be removed, crossing of critical infrastructure shall be prohibited from the time the existing roadway structure is removed until the completion of granular base construction. At all times prior to completion of final paving; reduce equipment speeds to levels that minimize the effects of impact loading to the critical infrastructure.
- E14.6.7 Only equipment and construction practices stipulated in the accepted construction method statement and the supplemental requirements noted herein may be utilized in close proximity to suction inlet or discharge piping and other critical infrastructure identified herein.
- E14.6.8 Granular material, construction material, soil, and/or other material shall not be stockpiled on the pipelines or within 5 m of any suction inlet or discharge piping or other critical infrastructure identified herein.
- E14.6.9 The Contractor shall ensure that all crew members understand and observe the requirements of working near suction inlet or discharge piping and critical infrastructure. Prior to commencement of on-Site work, the Contractor shall jointly conduct an orientation meeting with the Contract Administer, all superintendents, foreman, and heavy equipment operators to make all workers on the Site fully cognizant of the limitations of altered loading on, the ramifications of inadvertent damage to, and the constraints associated with work in close proximity to suction inlet or discharge piping. New personnel introduced after commencement of the project need to be formally orientated as outlined herein. It is recommended that restrictions associated with the crossing, consistent with the Contractor's submitted method statement be posted on Site and near the crossing.
- E14.7 Demolition, Excavation, and Shoring
 - E14.7.1 Use of pneumatic concrete breakers within 3 m of a suction inlet or discharge piping or critical pipeline is prohibited. Pavement shall be full depth sawcut and carefully removed. Use of hand held jackhammers for pavement removal will be allowed.
 - E14.7.2 Offset excavation equipment a minimum of 3 m from the center line of suction inlet or discharge piping or critical pipelines when undertaking excavations where there is less than 2.4 m of earth cover over the pipeline.
- E14.8 Excavation:
 - E14.8.1 Utilize only smooth edged excavation buckets, soft excavation, or hand excavation techniques where there is less than 1.5 m of earth cover over the pipeline.
 - E14.8.2 Where there is less than 1.0 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation, soft excavation methods, or machine excavation. Where machine excavation is to be used, the crown of the pipeline must be exposed (or suitable located) using hand or soft excavation methods a minimum of every 1.8 m.

- E14.8.3 Where there is less than 0.5 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation or soft excavation methods only.
- E14.8.4 Equipment should not be allowed to operate while positioned directly over suction inlet or discharge piping except were permitted herein, outlined in the reviewed and accepted construction method statement.
- E14.8.5 Excavations within 3 m of the outside edge of suction inlet or discharge piping (hydrovac holes for confirming trenchless installations excluded) and which extend below obvert of the suction inlet or discharge piping shall utilize shoring methods that precludes the movement of native in-situ soils (i.e. a tight shoring system).
- E14.8.6 Excavation and base placement for sidewalks and approaches shall be completed remotely with limitations as specified herein.
- E14.9 Subgrade Construction
- E14.9.1 Subgrade and backfill compaction within 3 metres (horizontal) of suction inlet or discharge piping shall be limited to non-vibratory methods only. Small walk behind vibratory packers will be permitted.
- E14.9.2 Subgrade, sub-base and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
- E14.9.3 Subgrade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of subgrade, subbase, and base course materials). In the event of encountering unsuitable subgrade materials above the suction inlet or discharge piping, proposed design revisions shall be submitted to the Contract Administrator for review to obtain approval from the Water and Waste Department relative to any change in conditions.
- E14.9.4 Fill material shall not be dumped directly on pipelines but shall be stockpiled outside the limits noted in these recommendations and shall be carefully bladed in-place.
- E14.9.5 Only use compaction equipment approved by the Contract Administrator to compact fill materials above suction inlet or discharge piping or critical pipelines. Compaction of fill materials shall be completed using static methods only, no vibratory compaction will be allowed within the limits noted in these recommendations.
- E14.9.6 Construction operations shall be staged to minimize the time period between excavation to subgrade and placement of granular subbase materials. Should bare subgrade be left overnight, measures shall be implemented to protect the subgrade against inadvertent travel over it and to minimize the impact of wet weather.
- E14.10 Subbase and Base Course Construction
- E14.10.1 Subbase or base course materials shall not be dumped directly on pipelines but shall be stockpiled outside limits noted in these recommendations and shall be carefully bladed in place.
- E14.10.2 Subbase compaction within 3 m horizontal of the centreline of suction inlet or discharge piping or a critical pipeline shall be either carried out by static methods (without vibration) or with smaller approved equipment such as hand held plate packers or smaller roller equipment.
- E14.11 Paving
- E14.11.1 When constructing asphalt pavements only non-vibratory compaction should be used within 3 m (horizontal) of the center of suction inlet or discharge piping or critical pipelines.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Public Safety Verification Check **and** a Police Information Check as detailed below.

F1.1.1 The Public Safety Verification Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Public Safety Verification Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Public Safety Verification Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Public Safety Verification Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Public Safety Verification Check and/or Police Information Check.
 - (vii) The results of the Public Safety Verification Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Public Safety Verification Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Public Safety Verification Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Public Safety Verification Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
- (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Public Safety Verification Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Public Safety Verification Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Public Safety Verification Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Public Safety Verification Check and/or a Police Information Check. Any individual who fails to provide a Public Safety Verification Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.