



THE CITY OF WINNIPEG

TENDER

TENDER NO. 845-2019

**SUPPLY AND INSTALLATION OF SECURITY COMPONENTS FOR 552 PLINGUET
AND 598 PLINGUET**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid
- Form B: Prices

PART B - BIDDING PROCEDURES

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

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	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3
D7. Notices	3

Submissions

D8. Authority to Carry on Business	4
D9. Safe Work Plan	4
D10. Insurance	4
D11. Contract Security	5
D12. Subcontractor List	5
D13. Detailed Work Schedule	6

Schedule of Work

D14. Commencement	6
D15. Substantial Performance	6
D16. Total Performance	7
D17. Liquidated Damages	7

Control of Work

D18. Job Meetings	7
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	7

Measurement and Payment

D21. Invoices	8
---------------	---

D22. Payment	8
D23. Payment Schedule	8
Warranty	
D24. Warranty	8
Third Party Agreements	
D25. Funding and/or Contribution Agreement Obligations	10
Form H1: Performance Bond	13
Form H2: Labour and Material Payment Bond	15
Form H3: Irrevocable Standby Letter of Credit	17
Form J: Subcontractor List	19
Form L: Detailed Work Schedule	20
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Shop Drawings	1
E3. Additional Submittals	3
E4. Goods	5
E5. Shop Drawings	5
E6. Additional Submittals	7
PART F - SECURITY CLEARANCE	
F1. Security Clearance	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND INSTALLATION OF SECURITY COMPONENTS FOR 552 PLINGUET AND 598 PLINGUET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 29, 2019.

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 Bidder shall attend a Site meeting on November 15, 2019 at 09:30 a.m. or on November 18, 2019 at 09:30 a.m. at 552 Plinguet Administration Boardroom. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder is advised that due to site wiring and conduit complexity a site meeting is mandatory. As-built drawings will be provided at the mandatory site meeting.

B3.3 The Bidder is responsible for determining:

- (a) The location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Bid or the performance of the Work

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

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 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.

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 B17.

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;

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 B17.1(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 11 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;
 - (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 printed below such signatures.
- B9.4.2 All signatures shall be original.
- 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 D25. Any such costs shall be determined in accordance with D25.
- 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 B17.4 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) Genetec
 - (i) Information on product certifications
- (b) Commend USA
 - (i) Information on product certifications

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; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) be certified in the procurement, installation and programming of Genetec: Omni Cast, Synergis and Genetec License Plate Recognition hardware and software and Commend Intercom Systems.

- (e) have locally Certified Genetec SC-OTC-001-5.7/5/8/ and SC-STC-001-5.7/8, and SC-AFS certification and Commend Certified support/installer technicians. Proof of certification will be required.
- (f) recent completion of three (3) Genetec and/or Commend security systems to include intercom, surveillance and license plate recognition systems and to provide written evidence of the installations from an authorized end user.
- (g) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;

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™) or
 - (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. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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.

B14.3 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.

B14.4 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).

B14.4.1 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.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 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 for the time period specified in Paragraph 9 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

- B17.1 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.
- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(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.
- B17.4 Further to B17.1(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.
- B17.4.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.

- B18.3 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 D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 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 B17.
- B18.4.1 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.
- B18.5 Further to C4, the City may issue a Purchase Order to the successful Bidder to form the Contract.
- B18.6 The Contract Documents, as defined in C1.1, in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

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 of procure, install and warranty: Commend intercom system, Genetec Synergis card access components. These components, with the exception of the Commend Intercom System, will be integrated into the current Genetec V.5.7 system which includes License Plate Recognition cameras used as access credentials.

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

- (a) Removal of Steamvault Genetec Network Video Record, Cisco 2960 POE switch, Patch Panel, APC UPS and reinstall into the 48U open rack located beside the current equipment rack.
 - (i) All cables shall be labeled and have cable strain relief boots.
- (b) Installation of Commend Intercom Station (552 Plinguet Administration desk, 598 Plinguet Stores, 552 Plinguet Stores, and 552 Plinguet Emergency Dispatch):
 - (i) Install and program four (4) Commend (C-EE980) control desk and four (4) (C-EEDK9);
 - (ii) Connect Emergency Dispatch and Administration Desk Commend control desk (C-EE980) to Cisco WS-C2960X-24PD-L through Cat6 cable in server room.
 - (iii) Connect 598 Stores Commend Control Desk (C-EE980) to Cisco WS-C2960X-24PD-L through Cat6 cable in stores network area.
 - (iv) Connect 552 Stores Commend Control Desk (C-EE980) to Cisco WS-C2960X-24PD-L through Cat6 cable in Utility closet network rack.
- (c) Installation of Commend Intercom Station, and R90 long range readers (552 gate access)
 - (i) **Gate ingress:** install and program two (2) C-WS311VCM Vandal resistant wall mount station, two (2) C-WSSH50VSS, surface mount kit, two (2) C-EB3E2A-AUD expansion mount kit and two (2) C-EB3E2A-AUD WS rainproof hoods on pole mount supplied. One station mounted high, the other low.
 - (ii) Connect the two (2) Wall mount stations via Cat6 direct burial via PVC conduit to one (1) Cisco WS-C2960X-24PD-L (supplied by the City of Winnipeg) located in the electrical room at 598 Plinguet.
 - (iii) Install and program three (3) Genetec LP1501 controller cards to Life Safety Container installed in 598 Plinguet electrical room.
 - (iv) Install and program nine (9) Genetec SY-S-IR reader licenses to Genetec SV-Pro network video recorder in 552 Plinguet server room.
 - (v) Install two (2) R90 HID iCLASS SE long range readers. Adjacent to the intercom station. Connect to Genetec LP1501 using 22 gauge wire through PVC conduit.
 - (vi) Install one (1) RP40 HID iCLASS reader and one (1) Interlogix 1045TGY outdoor sensor on man door to Genetec LP1501 through 22 gauge in EMT conduit.
 - (vii) Connect current gate sensor to Genetec LP1501.
 - (viii) Decommission entry keypad.
 - (ix) **Gate egress:** install two (2) C-WS311VCM Vandal resistant wall mount station, two (2) C-WSSH50VSS, surface mount kit, two (2) C-EB3E2A-AUD expansion mount kit and two (2) C-EB3E2A-AUD WS rainproof hoods on pole mount supplied.

- (x) Connect the two (2) Wall mount stations via Cat6 direct burial via EMT conduit to one (1) Cisco WS-C2960X-24PD-L (supplied by the City of Winnipeg) located in the electrical room at 598 Plinguet.
- (xi) Install two (2) R90 HID iCLASS SE long range readers. Adjacent to the intercom station. Connect to Genetec 1501 using 22 gauge wire through PVC conduit.
- (d) Install and program of Commend Intercom Station and long range readers (598 gate access)
 - (i) Install one (1) Omni mount RE12 W in 598 equipment shed (location to be determined at site visit). Mount one power outlet inside the RE12W. Run power to the outlet from the breaker panel in the same building.
 - (ii) Install life safety FLEXPOWER FPO150-C8D8E2 in 598 Equipment Shed. Run power to unit from breaker panel in the same building.
 - (iii) Install and program two (2) Genetec LP1501 controller cards in FPO150-C8D8E2 and test connection.
 - (iv) Run CAT6 direct burial cable from 8 PORT POE+ Cisco in NEMA 4 container mounted on 598 Plinguet gate bar to the Cisco WS-C2960X-24D-L in the Omni mount RE12 in the equipment shed. Test connection to Genetec Server.
 - (v) **Gate Ingress:** Install and program two (2) Wall mount stations via Cat6 direct burial via PVC conduit to one (1) Cisco WS-C2960X-24PD-L (supplied by the City of Winnipeg) mounted in the Omni mount RE 12W.
 - (vi) Install two (2) R90 HID iCLASS SE long range readers. Adjacent to the intercom station. Connect to Genetec LP1501 with 22 gauge wire.
 - (vii) Connect current gate sensor to Genetec LP1501.
 - (viii) **Gate Egress:** Install and program two (2) Wall mount stations via Cat6 direct burial via PVC conduit to one (1) Cisco WS-C2960X-24PD-L (supplied by the City of Winnipeg) mounted in the Omni mount RE 12W.
 - (ix) Install two (2) R90 HID iCLASS SE long range readers. Adjacent to the intercom station. Connect to Genetec LP1501 with 22 gauge wire.
 - (x) Connect gate sensors to Genetec LP1501
 - (xi) Decommission entry keypad.
- (e) Install, program and configure DELL NX3240 8x10TB drives for 60TB in Raid 6 beneath the Genetec SV PRO NVR and connect via Ethernet as a NAS to Genetec SVP-PRO in the 552 Plinguet Server room.

D2.3 The City shall:

- (a) Install and program the required POE switches and test the network to ensure connectivity and assume responsibility for the point to point wireless and fiber optic network.
- (b) Provide the contractor with IP addresses, etc., and information regarding VLAN configurations.
- (c) Provide the contractor with available as-built and vehicle gate installation information.

D2.4 The Contractor shall:

- (a) Provide MAC addresses for each network appliance.
- (b) Provide As-Built drawings for all infrastructures pertaining to this installation.

D2.5 The major components of the Work are as follows:

- (a) Check and identify EMT and PVC conduit for cable spacing.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**POE**" means Power over Ethernet;;
- (b) "**NAS**" means Network Attached Storage;
- (c) "**CAT6**" means Category 6 cable;
- (d) "**MAC**" means Media Access Control.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Dave Murdoch M.Eng. P.Eng

Telephone No. 204 986-7577

Email Address dmurdoch@winnipeg.ca

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

D4.3 Bids Submissions must be submitted to the address in B8.

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 Contractor's 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 address or 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.

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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 Documents, if applicable.
- D9.2 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>
- D9.3 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, 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 installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator 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 seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D10.4 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. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security 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; or
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(b), 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 D11.1(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.

D12. SUBCONTRACTOR LIST

D12.1 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 seven (7) Calendar Days from notification of the award of Contract.

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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 Documents, if applicable.
- (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;
 - (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.
- D13.2 Further to D13.1(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:
- D13.3 Further to D13.1(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.
- D13.4 Further to D13.1(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D14.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11;
 - (vi) the Subcontractor list specified in D12; and
 - (vii) the detailed work schedule specified in D13.
 - (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.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D14.
- D15.2 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 reinspected.

D15.3 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.

D16. TOTAL PERFORMANCE

D16.1 The Contractor shall achieve Total Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D14.

D16.2 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 reinspected.

D16.3 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.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D18. JOB MEETINGS

D18.1 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 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

D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

D21.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D23. PAYMENT SCHEDULE

D23.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) 60% for Substantial Performance; and
- (b) 40% for Total Performance.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire five (5) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.2 Warranty Management Plan

- (a) Develop warranty management plan to contain information relevant to Warranties.
- (b) Submit warranty management plan, 30 Calendar Days before planned pre-warranty conference, to Contract Administrator for approval.
- (c) Warranty management plan to include required actions and documents to assure that the City receives warranties to which it is entitled.

- (d) Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.
- (e) Submit, warranty information to Contract Administrator.
- (f) Assemble approved information in binder and submit upon acceptance of Work. Organize binder as follows:
 - (i) Separate each warranty with index tab sheets keyed to Table of Contents listing.
 - (ii) List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - (iii) Obtain warranties, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten Calendar days after completion of applicable item of work.
 - (iv) Co-execute submittals when required.
 - (v) Retain warranties until time specified for submittal.
- (g) Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Total Performance is determined.
- (h) Conduct annual warranty inspection, measured from time of acceptance, by Contract Administrator.
- (i) Include information contained in warranty management plan as follows:
 - (i) Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - (ii) Listing and status of delivery of Certificates of Warranty for extended warranty items.
 - (iii) Provide list for each warranted equipment, item, feature of construction or system indicating:
 - (i) Name of item.
 - (ii) Model and serial numbers.
 - (iii) Location where installed.
 - (iv) Name and phone numbers of manufacturers or suppliers.
 - (v) Names, addresses and telephone numbers of sources of spare parts.
 - (vi) Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - (vii) Cross-reference to warranty certificates as applicable.
 - (viii) Starting point and duration of warranty period.
 - (ix) Summary of maintenance procedures required to continue warranty in force.
 - (x) Cross-Reference to specific pertinent Operation and Maintenance manuals.
 - (xi) Organization, names and phone numbers of persons to call for warranty service.
 - (xii) Typical response time and repair time expected for various warranted equipment.
 - (iv) Contractor's plans for attendance at six (6) and twelve (12) month warranty inspections.
 - (v) Procedure and status of tagging of equipment covered by extended warranties.
 - (vi) Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
- (j) Respond to oral or written notification of required warranty repair work within two(2) business hours. Warranty repair work is to be resolved within five (5) Business Days.
- (k) Written verification will follow oral instructions. Failure to respond will be cause for the Contract Administrator to proceed with action against Contractor.

- (a) Meet with Contract Administrator, to develop understanding of requirements of this section. Schedule meeting prior to contract completion, and at time designated by Contract Administrator.
- (b) Contract Administrator will establish communication procedures for:
 - (i) Notification of warranty defects.
 - (ii) Determine priorities for type of defect.
 - (iii) Determine reasonable time for response and resolution.
- (c) Provide name, telephone number and address of licensed and bonded company that is authorized to initiate and pursue warranty work action.
- (d) Ensure contact is located within local service area of the Work, is continuously available, and is responsive to inquiries for warranty work action.

D24.4 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 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.
- D25.2 Further to D25.1, in the event that the obligations in D25 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.
- D25.3 For the purposes of D25:
- (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.
- D25.4 Modified Insurance Requirements
- D25.4.1 If not already required under the insurance requirements identified in D10, 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.
- D25.4.2 If not already required under the insurance requirements identified in D10, 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.
- D25.4.3 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.

- D25.4.4 Further to D10.3, 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.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 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.
- D25.6 Records Retention and Audits
- D25.6.1 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.
- D25.6.2 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 D25.6.1 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.
- D25.7 Other Obligations
- D25.7.1 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.
- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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 D11)

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. 845-2019

SUPPLY AND INSTALLATION OF SECURITY COMPONENTS FOR 552 PLINGUET AND 598
PLINGUET

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 D11)

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 hereinbelow 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. 845-2019

SUPPLY AND INSTALLATION OF SECURITY COMPONENTS FOR 552 PLINGUET AND 598 PLINGUET

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)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY - TENDER NO. 845-2019

SUPPLY AND INSTALLATION OF SECURITY COMPONENTS FOR 552 PLINGUET AND 598
PLINGUET

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 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.
- E1.3 The following are applicable to the Work:

Drawings

Applicable drawings will be provided to potential bidders at the mandatory site visit.

E2. SHOP DRAWINGS

- E2.1 Description
- E2.1.1 This Specification provides instructions for the preparation and submission of shop drawings.
- (a) The term 'shop drawings means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including system wiring drawings which are to be provided by the Contractor to illustrate details of a portion of the Work; and,
 - (b) Submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be show on all submissions for Contract Administrator review.
- E2.2 Shop Drawings
- (a) Original drawings shall be prepared by Contractor, Subcontractor, supplier, distributor or manufacturer to illustrate appropriate portion of Work including fabrication, layout, setting or erection details as specified in appropriate sections.
- E2.3 Contractor's Responsibilities
- (a) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
 - (b) Verify:
 - (i) Field Measurements;
 - (ii) Field Construction Criteria; and
 - (iii) Catalogue numbers and similar data.
 - (c) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
 - (d) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
 - (e) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
 - (f) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.

- (g) Make any corrections required by the Contract Administrator and resubmit the required number of corrected copies of shop drawings. Direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
- (h) After Contract Administrator's review and return of copies, distribute copies to Subcontractors and others as appropriate.
- (i) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of the Work for use and reference of the Contract Administrator and Subcontractors.

E2.4 Submission Requirements

- (a) Schedule submissions at least fourteen (14) Calendar Days before dates reviewed submissions will be needed, and allow for a fourteen (14) Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
- (b) Submit two (2) paper prints of shop drawings. The Contract Administrator will retain one (1) copy of all submittals and return one (1) copy to the Contractor.
- (c) Accompany submissions with transmittal letter containing:
 - (i) Date
 - (ii) Project title and Bid Opportunity number
 - (iii) Contractor's name and address
 - (iv) Number of each shop drawing, product data and sample submitted
 - (v) Specification Section, Title, Number and Clause
 - (vi) Drawing Number and Detail / Section Number
 - (vii) Other pertinent data
- (d) Submissions shall include:
 - (i) Date and revision dates
 - (ii) Project title and Bid Opportunity number
 - (iii) Name of:
 - (i) Contractor
 - (ii) Subcontractor
 - (iii) Supplier
 - (iv) Manufacturer
 - (v) Detailer (if applicable)
 - (iv) Identification of product or material
 - (v) Relation to adjacent structure or materials
 - (vi) Field dimensions, clearly identified as such
 - (vii) Specification section name, number and clause number or drawing number and detail / section number
 - (viii) Applicable standards, such as CSA or CGSB numbers
 - (ix) Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents

E2.5 Other Considerations

- (a) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
- (b) Material and equipment delivered to the Site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
- (c) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.

- (d) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.

E3. ADDITIONAL SUBMITTALS

E3.1 Submittals

- (a) Submittals in accordance with E5.
- (a) Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- (b) Copy will be returned after final inspection, with Contract Administrator comments.
- (c) Revise content of documents as required prior to final submittal.
- (d) Two weeks prior to Substantial Performance of the Work, submit to the Contract Administrator, two final copies of operating and maintenance manuals in English and French.
- (e) Ensure maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.
- (f) Furnish evidence, if requested, for type, source and quality of products provided.
- (g) Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- (h) Pay costs of transportation.

E3.2 As-Builts and Samples

- (a) Maintain, in addition to requirements in General Conditions, at site for Contract Administrator one record copy of:
 - (i) Contract Drawings.
 - (ii) Specifications.
 - (iii) Addenda.
 - (iv) Change Orders and other modifications to Contract.
 - (v) Reviewed shop drawings, product data, and samples.
 - (vi) Field test records.
 - (vii) Inspection certificates.
 - (viii) Manufacturer's certificates.
- (b) Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- (c) Keep record documents and samples available for inspection by Contract Administrator.

E3.3 Recording Actual Site Conditions

- (a) Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- (b) Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - (i) Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
 - (ii) Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
 - (iii) Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - (iv) Field changes of dimension and detail.
 - (v) Changes made by change orders.
 - (vi) Details not on original Contract Drawings.

- (vii) References to related shop drawings and modifications.
- (c) Specifications: mark each item to record actual construction, including:
 - (i) Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - (ii) Changes made by Addenda and change orders.
- (d) Other Documents: maintain manufacturer's certifications, inspection certifications, and field test records required by individual specifications sections.

E3.4 Equipment and Systems

- (a) Each Item of Equipment and Each System: include description of unit or system, and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- (b) Include installed colour coded wiring diagrams.
- (c) Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- (d) Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- (e) Include manufacturer's printed operation and maintenance instructions.
- (f) Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- (g) Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- (h) Additional requirements: as specified in individual specification sections.

E3.5 Materials and Finishes

- (a) Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- (b) Moisture-Protection and Weather-Exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- (c) Additional Requirements: as specified in individual specifications sections.

E3.6 Special Tools

- (a) Provide special tools, as identified as required by manufacturer for manipulation and maintenance of all supplied equipment.
- (b) Provide items with tags identifying their associated function and equipment.
- (c) Deliver to location as directed by Contract Administrator; place and store. Receive and catalogue items. Submit inventory listing to Contract Administrator. Include approved listings in Maintenance Manual.

E3.7 Storage, Handling, and Protection

- (a) Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- (b) Store in original and undamaged condition with manufacturer's seal and labels intact.
- (c) Store components subject to damage from weather in weatherproof enclosures.
- (d) Remove and replace damaged products at own expense and to satisfaction of Contract Administrator.

E4. GOODS

E4.1 The Contractor shall *supply* the following equipment in accordance with the requirements hereinafter specified. Equipment substitutions can be recommended as per B7.

QTY	Manufacture	Part #	Description
4	Commend	C-EE980	Commend Control Desk with ISP Touch
4	Commend	C-EEDK9	Desk kit for EE980
8	Commend	C-WS311VCM	Vandal Resistant Wall mount station
8	Commend	C-WSSH50VSS	WS surface mount kit for vandal resistant station
8	Commend	C-EB3E2A-AUD	Expansion Board with 3 inputs/2 outputs
8	Commend	C-WSRR50V	WS Rainproof top for Wall mount station
5	Genetec	LP1501	Controller Card
9	Genetec	SY-S-1R	Reader License
4	HID	R90	iCLASS SE Long Range Reader
1	HID	R40	iCLASS Reader
1	Omni mount	RE12W	12 U rack mount
1	WBOX	24 PortCAT6 Patch Panel	Rack Mount Patch Panel
1	APC	1500	Rack mount UPS
1	DELL	NX3240	8x10TB drives for 60TB in RAID 6 config
3	Interlogix	1045TGY	Surface mount magnets
	Communication and power cables, connectors as require		

E5. SHOP DRAWINGS

E5.1 Description

E5.1.1 This Specification provides instructions for the preparation and submission of shop drawings.

- (a) The term “shop drawings” means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including system wiring drawings which are to be provided by the Contractor to illustrate details of a portion of the Work; and,
- (b) Submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be show on all submissions for Contract Administrator review.

E5.2 Shop Drawings

E5.2.1 Original drawings shall be prepared by Contractor, Subcontractor, supplier, distributor or manufacturer to illustrate appropriate portion of Work including fabrication, layout, setting or erection details as specified in appropriate sections.

E5.3 Contractor's Responsibilities

- (a) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
- (b) Verify:
 - (i) Field Measurements;
 - (ii) Field Construction Criteria; and,
 - (iii) Catalogue numbers and similar data.

- (c) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
- (d) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
- (e) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
- (f) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
- (g) Make any corrections required by the Contract Administrator and resubmit the required number of corrected copies of shop drawings. Direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
- (h) After Contract Administrator's review and return of copies, distribute copies to Subcontractors and others as appropriate.
- (i) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of the Work for use and reference of the Contract Administrator and Subcontractors.

E5.4 Submission Requirements

- (a) Schedule submissions at least fourteen (14) Calendar Days before dates reviewed submissions will be needed, and allow for a fourteen (14) Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
- (b) Submit two (2) paper prints of shop drawings. The Contract Administrator will retain one (1) copy of all submittals and return one (1) copy to the Contractor.
- (c) Accompany submissions with transmittal letter containing:
 - (i) Date
 - (ii) Project title and Bid Opportunity number
 - (iii) Contractor's name and address
 - (iv) Number of each shop drawing, product data and sample submitted
 - (v) Specification Section, Title, Number and Clause
 - (vi) Drawing Number and Detail / Section Number
 - (vii) Other pertinent data
- (d) Submissions shall include:
 - (i) Date and revision dates
 - (ii) Project title and Bid Opportunity number
 - (iii) Name of:
 - (i) Contractor
 - (ii) Subcontractor
 - (iii) Supplier
 - (iv) Manufacturer
 - (v) Detailer (if applicable)
 - (iv) Identification of product or material
 - (v) Relation to adjacent structure or materials
 - (vi) Field dimensions, clearly identified as such
 - (vii) Specification section name, number and clause number or drawing number and detail / section number
 - (viii) Applicable standards, such as CSA or CGSB numbers

- (ix) Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents

E5.5 Other Considerations

- (a) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
- (b) Material and equipment delivered to the Site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
- (c) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
 - (a) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.

E6. ADDITIONAL SUBMITTALS

E6.1 Submittals

- (a) Submittals in accordance with E5.
- (b) Prepare instructions and data using personnel experiences in maintenance and operation of described products.
- (c) Copy will be returned after final inspection, with Contract Administrator comments.
- (d) Revise content of documents as required prior to final submittal.
- (e) Two weeks prior to Substantial Performance of the Work, submit to the Contract Administrator, two final copies of operating and maintenance manuals in English and French.
- (f) Ensure maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.
- (g) Furnish evidence, if requested, for type, source and quality of products provided.
- (h) Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- (i) Pay costs of transportation.

E6.2 As-Builts and Samples

- (a) Maintain, in addition to requirements in General Conditions, at site for Contract Administrator one record copy of:
 - (i) Contract Drawings;
 - (ii) Specifications;
 - (iii) Addenda;
 - (iv) Change Orders and other modifications to Contract;
 - (v) Reviewed shop drawings, product data, and samples;
 - (vi) Field test records;
 - (vii) Inspection certificates; and
 - (viii) Manufacturer's certificates.
- (b) Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- (c) Keep record documents and samples available for inspection by Contract Administrator.

E6.3 Recording Actual Site Conditions

- (a) Record information concurrently with construction progress. Do not conceal Work until required information is recorded.

- (b) Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - (i) Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
 - (ii) Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
 - (iii) Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - (iv) Field changes of dimension and detail.
 - (v) Changes made by change orders.
 - (vi) Details not on original Contract Drawings.
 - (vii) References to related shop drawings and modifications.
- (c) Specifications: mark each item to record actual construction, including:
 - (i) Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - (ii) Changes made by Addenda and change orders.
- (d) Other Documents: maintain manufacturer's certifications, inspection certifications, and field test records required by individual specifications sections.

E6.4 Equipment and Systems

- (a) Each Item of Equipment and Each System: include description of unit or system, and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- (b) Include installed colour coded wiring diagrams.
- (c) Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- (d) Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- (e) Include manufacturer's printed operation and maintenance instructions.
- (f) Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- (g) Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- (h) Additional requirements: as specified in individual specification sections.

E6.5 Materials and Finishes

- (a) Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- (b) Moisture-Protection and Weather-Exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- (c) Additional Requirements: as specified in individual specifications sections.

E6.6 Special Tools

- (a) Provide special tools, as identified as required by manufacturer for manipulation and maintenance of all supplied equipment.
- (b) Provide items with tags identifying their associated function and equipment.

- (c) Deliver to location as directed by Contract Administrator; place and store. Receive and catalogue items. Submit inventory listing to Contract Administrator. Include approved listings in Maintenance Manual.

E6.7 Storage, Handling, and Protection

- (a) Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- (b) Store in original and undamaged condition with manufacturer's seal and labels intact.
- (c) Store components subject to damage from weather in weatherproof enclosures.
 - (i) Remove and replace damaged products at own expense and to satisfaction of Contract Administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 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. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.3 A Sterling BackCheck account must be setup 72 hours prior to requesting your first checks for any individual to allow sufficient time for activation of your account. If you have an existing City of Winnipeg Sterling Backcheck vendor account, you may skip to (c) below.
- (a) Authorized individual of contracting company: Complete the Sterling Backcheck Setup Form. There is no cost to your organization to set up your account. Click on the link below, complete the form and hit Submit. **(This form is completed by the company, not by the individual requiring the security clearance).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
 - (b) Within 48 hours you will receive your Username and Password for Sterling Backcheck. It will appear in your Inbox as a Welcome to Sterling Backcheck email. Please watch for it. Upon receipt you will be asked to login to the Sterling Backcheck website to set your security questions and password. Once you have done so you are ready to submit security clearance requests.
 - (c) In order to run a Criminal Record Check and/or Public Safety Verification, follow the steps below:
 - ◆ Click on the sub-tab labelled “Order eConsent”
 - ◆ Fill out the required information about your employee (the person that requires the security clearance)
 - ◆ Select your location under the “Order Information” section and enter your organization’s phone number, if required.
 - ◆ Select the individual service(s) that you require in the dropdown menu under the “Select Services” section. If you require both the Criminal Record Check and the Public Safety Verification, you will select Sterling Backcheck Package One (with electronic identity verification). Once selected, you should see that both the Canadian Criminal Record Check and the Public Safety Verification have a grey check mark beside them.
 - ◆ Scroll down to the bottom and click the blue “Submit” button. You have now invited your employee to complete their security clearance.
 - ◆ Employee receives the invitation, clicks on the link, and completes their Criminal Record Check and/or Public Safety Verification. This takes only a few minutes.
 - ◆ 24 hours later the results go direct to City of Winnipeg and to your organization!

- (d) If you have any questions please contact Linda Ferens directly at 204-999-0912 or by email at: <mailto:linda.ferens@sterlingcheck.com> OR <mailto:managedsupport@sterlingcheck.com>.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check and a Public Safety Verification Check 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.
- F1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F1.1