



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 792-2023**

**NEWPCC INTERIM BACKUP BOILER SYSTEM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 NEWPCC INTERIM BACKUP BOILER SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, **October 26, 2023**.

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 2230 Main St. on **October 17, 2023 at 10:00 am** to provide Bidders access to the Site. The bidders are required to register for the site visit by emailing the Contract Administrator at least one day prior to the date of the site visit.

B3.2 The Bidder is advised that personal protective equipment (Steel Toes, Hard Hat, Safety Glasses, High Visibility Vest) is required to access the site.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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.
- B5.3 Notwithstanding B5.1, all quotations, invoices and other pricing related information associated with the Standardized Goods and acquired by a Bidder or its Subcontractors through enquiries, investigation or any other means is confidential. Such information shall not be used or disclosed in any way, other than meeting the requirements of this Tender.

## **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](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that they have 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 10 of Form A: Bid/Proposal. 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 D6.

## **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 their 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 they wish 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

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

B7.10 Substitutes to the City’s Standardized Goods, as identified in E4, E5, and E6, will not be accepted.

## **B8. BID COMPONENTS**

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond.

B8.2 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.

B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

**B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than their 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/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

- B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work 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 D33. Any such costs shall be determined in accordance with D33.
- B10.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if supply and installation of Boiler 5C and associated pump, piping, chimney, electrical and controls is deleted from the Scope of Work in accordance with D3.3.
- B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.4.1 Bidders are advised that the calculation indicated in B18.4 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) Central Hydronics Inc.

(Central Hydronics Inc. provided information on the specified boilers.)

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 Further to C3.2, 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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 <https://www.winnipeg.ca/matmgt/Templates/files/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) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the

Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 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.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. BID SECURITY**

B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B16. IRREVOCABLE BID**

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

#### **B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.

- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
  - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B10.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 – Deletion of Boiler B5C.
- B18.4.1 Bidders are advised that the Lump Sum Price indicated on Form B: Prices will prevail over the Total Bid Price entered in MERX.

## **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2023 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 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 D33 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) 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](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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

#### D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of supply, installation, testing and commissioning of three (3) new hot water boilers and associated systems in the existing Boiler 5 room at NEWPCC.

D3.2 The major components of the Work are as follows:

- (a) Supply and install three (3) new hot water boilers, B-5A, B-5B, B-5C, c/w accessories and through-wall vents. Related works include:
  - (i) Provide new penetrations in existing outside wall to accommodate the new boilers through-wall venting.
  - (ii) Provide new combustion air and ventilation air openings in existing outside wall to accommodate new boilers.
  - (iii) Repair and seal around new wall penetrations.
  - (iv) Provide temporary post supports in basement room beneath new boilers to reinforce floor against the weight of the new boilers.
- (b) Remove trees outside the south wall of Boiler 5 room, to accommodate through-wall venting of new boilers.
- (c) Supply and install new BP-5C hot water circulating pump for boiler B-5C. Re-use existing pumps BP-35 and BP-36 as the hot water circulating pumps for B-5A and B5B, respectively. Supply and install new low-flow circulating pump BP-5D for all 3 boilers.
- (d) Supply and install new boiler hot water piping, consisting of:
  - (i) Tie-in pump BP-5C suction to the existing suction header of pumps BP-35 and BP-36 (TP-03).
  - (ii) Tie-in to existing discharge valves of BP-35 and BP-36 (TP-01, TP-02), and run new separate lines to boilers B-5A and B-5B.
  - (iii) Run piping from new pump BP-5C to boiler B-5C.
  - (iv) Connect outlet piping from new boilers into a header, and tie-in header to existing outlet piping from boiler 5 (TP-04).
  - (v) Tie-in pump BP-5D suction to the existing suction header of BP-35 and BP-36 (TP-07), and run new low-flow piping to the main circulation lines to each boiler.
- (e) Supply and install new boiler natural gas piping, consisting of:
  - (i) Tie-in to existing natural gas supply line to boiler 5 (TP-05) and run piping to new boilers.
  - (ii) Provide new pressure-reducing regulator at each new boiler, and run pressure relief lines from regulators to outdoors, repair and seal around new wall penetrations.
- (f) Supply and install new boiler water relief blowdown piping, consisting of:

- (i) Run piping from each new boiler water pressure relief valve into new blowdown header.
- (ii) Run new blowdown header into existing main boiler room, and tie-in to existing piping near blowdown tank (TP-06).
- (g) Remove obsolete hot water and natural gas piping around existing Boiler 5 as required to accommodate new piping tie-ins.
- (h) Supply and install three (3) new funnel drains near new boilers, and new drainage piping to existing sump pit in existing main boiler room.
- (i) Provide modifications to existing boiler plant control system to integrate control of new boilers into the existing system.
- (j) Provide testing and commissioning of new hot water boilers.

D3.3 Separate Price 1 – Deletion of Boiler B-5C shall include;

- (a) The supply and installation of boiler B-5C and associated Work. The scope of this Work includes, but is not limited to, the below items. Refer to Drawings for further details.
  - (i) Supply and installation of Boiler B-5C, including associated hot water, natural gas, relief blowdown, vent piping, and associated power and control wiring.
  - (ii) Equipment, valves and accessories associated with B-5C hot water, natural gas, relief blowdown, vent piping, and associated power and control wiring.
  - (iii) Installation of hot water recirculation pump BP-5C and associated piping, including tie-in to the existing suction header of BP-35 and BP-36 (TP-03).
  - (iv) Wall penetrations and other construction Works for the installation of B-5C.
  - (v) Installation of hot water recirculation pump BP-5C starter and associated power and control wiring and devices.
  - (vi) Boiler B-5C and associated recirculation pump BP-5C testing and commissioning.

D3.4 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D3.5 The funds available for this contract are \$900,000.00.

#### **D4. SITE INVESTIGATION DUE DILIGENCE AND RISK**

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (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 Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (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 the performance of the Work;  
that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

## D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“Addendum”** means a written addendum to the Tender issued by the City as set out in B7;
- (b) **“ASME”** means the American Society of Mechanical Engineers;
- (c) **“Commissioning”** means the process of verifying that new equipment, and systems are installed, tested and capable of being operated and maintained to perform in conformance with the Drawings and Specifications. Commissioning includes, but is not limited to, satisfactory delivery, installation, training, testing, demonstration, performance verification, and document delivery for all equipment;
- (d) **“CSA”** means the Canadian Standards Association international, formerly the Canadian standards association;
- (e) **“ISO”** means the International Organization for Standardization;
- (f) **“NEWPCC”** means North End Sewage Treatment Plant;
- (g) **“O&M”** means Operation and Maintenance;
- (h) **“PDF”** means Portable Document Format;
- (i) **“Professional Engineer”** means an engineer registered in the Province of Manitoba;
- (j) **“Standardized Goods”** means the respective goods identified in D32 that have been standardized by the City.
- (k) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (l) **“WSTP”** means Winnipeg Sewage Treatment Program; and
- (m) **“WWD”** means Water and Waste Department

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is KGS Group, represented by:

Prasan Silva, P.Eng.  
Senior Mechanical Engineer  
Telephone No. 204 998 2278  
Email Address psilva@ksgroup.com

D6.2 At the pre-construction meeting, KGS Group will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## D7. CONTRACTOR'S SUPERVISOR

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.



## **D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **D9. UNFAIR LABOUR PRACTICES**

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **D10. FURNISHING OF DOCUMENTS**

D10.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

D11.1 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.

### **D12. SAFE WORK PLAN**

D12.1 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.

D12.2 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>

D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their 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.

### **D13. INSURANCE**

D13.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) 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 course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D13.4 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D13.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D14. CONTRACT SECURITY**

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D14.1(b).

D14.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the

commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(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.

## **D15. DETAILED PRICES**

- D15.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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.
- D15.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

## **D16. SUBCONTRACTOR LIST**

- D16.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **D17. DETAILED WORK SCHEDULE**

- D17.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.
- D17.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule;
- all acceptable to the Contract Administrator.
- D17.3 Further to D17.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- D17.4 Further to D17.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **D18. ESTIMATES**

- D18.1 The Contractor shall provide the Contract Administrator with copies of the estimates provided by Standardized Equipment Suppliers identified in E4 to E6.

## **SCHEDULE OF WORK**

### **D19. COMMENCEMENT**

- D19.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

- D19.2 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 D11;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D12;
    - (iv) evidence of the insurance specified in D13;
    - (v) the contract security specified in D14;
    - (vi) the detailed prices specified in D15;
    - (vii) the Subcontractor list specified in D16;
    - (viii) the detailed work schedule specified in D17;
    - (ix) the estimates specified in D18; and
    - (x) the direct deposit application form specified in D29
  - (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.
- D19.3 The City intends to award this Contract by November 7<sup>th</sup>, 2023.
- D19.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D20. WORK BY OTHERS**

- D20.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D20.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Normal operations of the NEWPCC plant, including rail/truck deliveries and unloading of chemicals, sewage, etc. All roads, railway, and the existing facilities shall remain operational and accessible to normal operations of the plant;
  - (b) NEWPCC IPR Project; and
  - (c) Other on-going projects at the Plant.
- D20.3 Further to D20.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D20.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

## **D21. WORKING DAYS**

- D21.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D21.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

- D21.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D21.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

## **D22. SUBSTANTIAL PERFORMANCE**

- D22.1 The Contractor shall achieve Substantial Performance by **January 17, 2024**.
- D22.2 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.
- D22.3 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.

## **D23. TOTAL PERFORMANCE**

- D23.1 The Contractor shall achieve Total Performance by **February 16, 2024**.
- D23.2 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.
- D23.3 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.

## **D24. LIQUIDATED DAMAGES**

- D24.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – Two Thousand dollars (\$2,000);
  - (b) Total Performance – One Thousand dollars (\$1,000).
- D24.2 The amounts specified for liquidated damages in D24.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D25. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D25.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D25.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D25.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D25.4 For any delay related to supply chain disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D25.5 The Work schedule, including the durations identified in D22 to D23 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D25.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D25.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D26. JOB MEETINGS**

- D26.1 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.
- D26.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D27. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D27.1 Further to C6.26, 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) in the designated area of Work.
- D27.2 Contractor is advised that Work in non-designated areas may have other contractors who are serving as the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D28. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D28.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

## MEASUREMENT AND PAYMENT

### D29. PAYMENT

D29.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## WARRANTY

### D30. WARRANTY

D30.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D30.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D30.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D30.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

D30.3 Pre-purchased Equipment: Due to long lead times, the City is pre-purchasing the following equipment to be turned over to the contractor for installation. The Contractor shall cover this equipment (both supply and installation) during the one year warranty period.

- (i) Transformer XFMR-1B1
- (ii) Panelboard PNL-1B1
- (iii) MCC Feeder Tap Unit
- (iv) Pump BP-5C

## DISPUTE RESOLUTION

### D31. DISPUTE RESOLUTION

D31.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D31.

D31.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D31.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to



the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D31.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D31.5 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D31.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D31.7 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D31.8 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D31.7, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## INDEMNITY

### D32. INDEMNITY

- D32.1 Indemnity shall be as stated in C17.
- D32.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;

- (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D32.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

#### D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D33.1 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.

D33.2 Further to D33.1, in the event that the obligations in D33 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.

D33.3 For the purposes of D33:

- (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.

D33.4 Modified Insurance Requirements

D33.4.1 If not already required under the insurance requirements identified in D13, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.

D33.4.2 If not already required under the insurance requirements identified in D13, 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.

D33.4.3 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.

D33.4.4 Further to D13.4, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D33.5 Indemnification By Contractor

D33.5.1 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.

D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

#### D33.6 Records Retention and Audits

D33.6.1 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.

D33.6.2 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 D33.6.1 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.

#### D33.7 Other Obligations

D33.7.1 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.

D33.7.2 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.

- D33.7.3 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.
- D33.7.4 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.
- D33.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D33.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**FORM H1: PERFORMANCE BOND**  
(See D14)

KNOW EVERYONE 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. 792-2023

NEWPCC INTERIM BACKUP BOILER SYSTEM

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 D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

TENDER NO. 792-2023

NEWPCC INTERIM BACKUP BOILER SYSTEM

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 I: DETAILED PRICES**  
(See D15)

**NEWPCC INTERIM BACKUP BOILER SYSTEM**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Mobilization/Demobilization					
2.	General Conditions					
3.	Mechanical					
4.	Ventilation					
5.	Electrical					
6.	Insulation					
7.	TAB					
8.	Civil					
9.	Commissioning					
10.						
11.						
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26.						
27.						



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 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.
- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
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#### NMS SPECIFICATIONS

##### DIVISION 01 –

##### GENERAL REQUIREMENTS

01 00 10	General Requirements
01 33 00	Submittal Procedures
01 35 29.06	Health and Safety
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 74 11	Cleaning
01 74 21	Construction/Demolition Waste Management and Disposal
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
01 91 13	General Commissioning Requirements

##### DIVISION 22 –

##### PLUMBING

22 13 18	Drainage Waste and Vent Piping
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##### DIVISION 23 –

##### HVAC

23 05 00	Common Work Results for HVAC
23 05 05	Installation of Pipework
23 05 13	Common Motor Requirements for HVAC Equipment
23 05 17	Pipe Welding
23 05 19.01	Thermometers and Pressure Gauges - piping systems
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53.01	Mechanical Identification
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 13	Duct Insulation
23 07 15	Thermal Insulation for Piping
23 08 13	Performance Verification HVAC Systems

23 08 16	Cleaning and Start up of HVAC piping systems
23 11 23	Facility Natural Gas Piping
23 21 13.02	Hydronic Systems Steel
23 21 23	Hydronic Pumps
23 31 13.01	Metal Ducts - Low pressure to 500 Pa
23 37 20	Louvers, intakes, and vents
23 52 00	Heating Boilers

**DIVISION 26 –**

26 05 00	<b>ELECTRICAL</b>
26 05 01	Common Work Electrical
26 05 20	Mechanical Equipment Connections
26 05 21	Wire Box Connectors
26 05 28	Wire and Cables
26 05 29	Grounding Secondary
26 05 32	Hangers and Supports
26 05 34	Outlet Condit Boxes
26 12 16.01	Conduits
26 24 16.01	Dry Type Transformers Up To 600 V Primary
26 24 19	Panelboards Breaker Type
26 27 26	Motor Control Centers
26 28 21	Wiring Control Devices
26 29 03	Mould Case Circuit Breakers
26 29 10	Control Devices
	Motor Starters to 600 V

**DIVISION 27 –**

27 29 05	<b>CONTROL</b>
	Instrumentation and Control Systems

**APPENDICES**

Appendix A	Site Plans for Laydown Area and Access Routes
Appendix B	Commissioning Plan
Appendix C	WSTP Automation Design Guide
Appendix D	WWD Electrical Design Guide
Appendix E	Environmental Management Policy
Appendix F	City of Winnipeg Forms
Appendix G	WWD Identification Standard
Appendix H	WWD STP Tag Name Standard
Appendix I	City of Winnipeg SOPs & SWPs
Appendix J	WWD Paint Colour Standard
Appendix K	City of Winnipeg Permit Forms

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
23-0107-010_M0.01	Cover Sheet
23-0107-010_M1.01	Mechanical – Legend and Symbols
23-0107-010_M1.02	Main Floor Plan – Piping
23-0107-010_M1.03	Main Floor Plan – Equipment
23-0107-010_M1.04	Main Floor Plan – Plumbing
23-0107-010_M1.05	Main Floor Plan – Sections
23-0107-010_M2.01	Piping Isometric - Hot Water Supply Piping
23-0107-010_M2.02	Piping Isometric - Hot Water Return Piping
23-0107-010_M2.03	Piping Isometric - Boiler Venting
23-0107-010_M2.04	Piping Isometric - Boiler Relief Blowdown
23-0107-010_M2.05	Piping Isometric - Natural Gas
23-0107-010_M2.06	Piping Isometric - HWR Low-Flow Pump Piping
23-0107-010_M3.01	Process and Instrumentation Diagram - Legend and Details - Sheet 1
23-0107-010_M3.02	Process and Instrumentation Diagram - Legend and Details - Sheet 2
23-0107-010_M3.03	Process and Instrumentation Diagram - Legend and Details - Sheet 3
1-0101B-A0002-001	Process and Instrumentation Diagram - Expansion and Blowdown Tanks

1-0101B-A0004-001	Process and Instrumentation Diagram - Boiler Circulation Pumps - Boiler 5
1-0101B-A0009-001	Process and Instrumentation Diagram - Boiler 5
1-0101B-A0010-001	Process and Instrumentation Diagram - Hot Water Mixing Tank
23-0107-010_M3.08	Process and Instrumentation Diagram - Interim Backup Boilers
23-0107-010_S01	Structural - Plan, Sections & Notes
23-0107-010_E0.01	Electrical - Panel Board Schedule
23-0107-010_E0.02	Electrical - Single Line Diagram - Electrical Distribution
23-0107-010_E1.01	Electrical - Equipment Layout
23-0107-010_E2.01	Electrical BP-5C, BP-5D Motor Schematic Wiring Diagram
23-0107-010_A1.01	Automation Loop Drawing - AIT-B500 CO Alarm Indicating Transmitter
23-0107-010_A1.02	Automation Loop Drawing - BP-5C Circulating Pump Motor Run
23-0107-010_A1.03	Automation Loop Drawing - B-5A, B-5B, B-5C Boiler Enable, Fault and Run Status
23-0107-010_A1.04	Automation Loop Drawing - BP-5D Low-Flow Pump Motor Run
23-0107-010_A1.05	Automation Loop Drawing - TT-B502 Temperature Transmitter

## **E2. HAZARDOUS MATERIALS**

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

## **E3. CASH ALLOWANCE FOR ADDITIONAL WORK**

- E3.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- E3.2 A cash allowance has been included on Form B: Prices.
- E3.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E3.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E3.5 Additional services and/or Work will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
  - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E3.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E3.7 Material Mark-Up Factors in accordance with C7:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
  - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
  - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).

- (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
  - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
  - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
- (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
  - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.

E3.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

## **CONTRACTOR SUPPLIED STANDARDIZED GOODS**

### **E4. GENERAL REQUIREMENTS**

- E4.1 Comply with the general requirements of E2 for all Standardized Goods supplied by the Contractor.
- E4.2 Comply with the following Standardization Goods requirements:
  - E4.2.1 Gas Detection Systems in accordance with E5.
  - E4.2.2 Instrumentation in accordance with E6.
- E4.3 Contact the Contract Administrator regarding any potential uncertainty as to whether a good is covered under a standardization agreement.
- E4.4 The Contractor may utilize a Standardization Vendor to provide other goods required under the Contract, in addition to Standardized Goods.
- E4.5 The Contractor shall separately track all goods supplied under each standardization agreement.
  - E4.5.1 In the event that one or more Standardization Vendors are utilized to procure goods not covered under a standardization agreement, the Contractor shall ensure such goods are quoted, ordered, tracked and accounted in a separate manner.
- E4.6 Pricing:
  - E4.6.1 The City has obtained discounted pricing for Standardized Goods. Each Standardization Vendor is obligated to sell Standardized Goods to all prospective Contractors at the discounted price, provided the goods are for the City of Winnipeg.
  - E4.6.2 The Standardization Vendors may at their option provide lump sum pricing for goods packages. The Standardization Vendor is not required to provide breakout pricing details to the Contractor.
  - E4.6.3 The Contractor and Subcontractors shall not utilize the City's agreements with the Standardization Vendors for any purpose other than City work.
  - E4.6.4 The City may audit the goods purchased from the Standardization Vendors under the standardization agreements and may identify to the Standardization Vendors any goods procured that are not associated with the Contract.

- E4.7 The Contractor is responsible for ensuring that the Material supplied by the Standardization Vendors meets the requirement of the Contract. The Contractor shall review and confirm quotations supplied by the Standardization Vendors to ensure that all required Material is supplied.
- E4.8 Without limiting or otherwise affecting any other term or condition of the Contract, including (non-exhaustive):
- E4.8.1 The supply of goods through a Standardization Vendor shall not relieve the Contractor of their obligations.
- E4.8.2 Errors or omissions by a Standardization Vendor shall not be a cause for a Change in Work.
- E4.8.3 Delays by a Standardization Vendor shall not be a cause for a Change in Work where the delay could have been avoided through reasonable planning, contingency allocation, or communication by the Contractor.
- E4.8.4 The Contractor shall engage directly with the persons listed as the Standardized Vendor contact in the following sections E5.6 and E 6.7 unless otherwise directed by the Contract Administrator.
- E4.9 Submittals
- E4.9.1 Submittals shall be provided for Standardized Goods in accordance with the Specifications and typical industry practice. Submittals shall not be bypassed for Standardized Goods

## **E5. STANDARDIZED GAS DETECTION SYSTEMS**

- E5.1 The City has standardized on a specific vendor for the supply and delivery of gas detection systems. The Standardization Vendor was selected via RFP 123-2014 and was awarded to Mine Safety Appliances Company, LLC (MSA) c/o Tundra Process Solutions Ltd.
- (a) Copies of the tender documents are available from City of Winnipeg Material Management's website.
- E5.2 Goods to be procured via this standardization agreement include but are not limited to:
- (a) Gas detection sensors;
- (b) Gas detection transmitters;
- (c) Gas detection controllers;
- (d) Gas detection sensor consumables; and
- (e) Associated accessories.
- E5.3 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:
- (a) UltimaX gas detection systems.
- (b) GasGard XL controllers.
- E5.4 Field setup and commissioning:
- E5.4.1 Field setup and commissioning of the gas detection systems may be performed by MSA under the Standardization Agreement. Coordinate with MSA as required to understand the capabilities and limitations of MSA's field setup and commissioning services and provide all remaining services to provide a complete commissioning and start-up.
- E5.4.2 The Contractor may provide field setup and commissioning services for the gas detection system via alternate means, provided that this does not result in a reduction of the services or quality of work.
- E5.4.3 Where MSA is utilized to provide field setup and commissioning, their scope of work has been standardized as follows:

- (a) Provide the services for a factory-trained instrument technician to setup and commission the gas detection instruments and controllers, as requested by the City. It is expected that setup and commissioning will be required for some, but not all, of the equipment.
- (b) Qualification
  - (i) The personnel provided shall be a factory trained and certified technologist, with a minimum of one year of experience working with the products proposed.
- (c) Services
  - (i) Provide a full eight hours of on-site labour, for each allocated day, to setup and commission the gas detection systems.
  - (ii) Provide all travel and tools required.

## E5.5 Training

### E5.5.1 Local Training Session

- (a) Overview
  - (i) Provide instruction to designated City personnel in the operation and maintenance of the gas detection equipment.
- (b) Location
  - (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
- (c) Travel
  - (i) Provide all travel, meals and accommodations at no additional cost.
- (d) Submittals
  - (i) Submit the names and qualifications of the proposed instructors.
  - (ii) Submit training proposal complete with hour-by-hour schedule including brief overview of content of each training segment a minimum of 30 Working Days prior to the anticipated date of beginning of training.
- (e) Quality Assurance
  - (i) Provide competent instructors thoroughly familiar with all aspects of the gas detection equipment.
  - (ii) The Contract Administrator may reject instructors it determines too not be qualified.
  - (iii) In the event that the training provided is not satisfactory, reduction of payment may be applied.
- (f) Duration
  - (i) The training shall be a minimum of eight (8) hours in duration, excluding coffee and lunch breaks.
  - (ii) Each session shall be assumed to be independent of other training sessions, and not necessarily aligned with other on-site work or training.
- (g) Materials
  - (i) Provide equipment, visual and audio aids, and materials.
  - (ii) Supply manual for each trainee, describing in detail the information included in each training program.
- (h) Attendees
  - (i) The attendees are expected to include, but not be limited to:
    - ◆ Electrical and instrumentation maintenance personnel and
    - ◆ Operations personnel.
- (i) Content
  - (i) Overview of the equipment.



(ii) Equipment maintenance training including:

- ◆ Installation,
- ◆ Configuration,
- ◆ Troubleshooting, and
- ◆ Preventative maintenance

(j) Number of Sessions:

(i) Provide a minimum of two (2) sessions.

E5.6 The contact for all quotations and purchases:

Sheldon Bradley  
Senior Inside  
Technical Sales 3200-  
118Ave S.E.  
Calgary, AB  
T2Z 3X1  
Telephone: 1-800-265-1166  
Mobile: 1-403-510-2011  
E-mail: sbradley@tundrasolutions.ca

E5.7 Quotations and orders:

E5.7.1 Reference the following in all quotation requests, quotations \ proposals, purchase orders, and invoices:

- (a) This Bid Opportunity number; and
- (b) A statement indicating:

“This request / purchase order is subject to the Terms and Conditions of City of Winnipeg Request for Proposal RFP 123-2014.”

## **E6. STANDARDIZED INSTRUMENTATION**

E6.1 The City has standardized on a specific vendor for the supply and delivery of specific instrumentation. The Standardization Vendor was selected via RFP 449-2014 and was awarded to Trans-West Supply Company Inc. (Trans-West).

- (a) Copies of the tender documents are available from City of Winnipeg Material Management's website.

E6.2 Goods to be procured via this standardization agreement include but are not limited to:

- (a) Flowmeters – Electromagnetic;
- (b) Flowmeters – Differential pressure based;
- (c) Pressure Transmitters including manifold assemblies;
- (d) Temperature Transmitters including temperature elements and thermowells;
- (e) Ultrasonic Level Transmitters; and
- (f) Associated accessories.

E6.3 For clarity, this standardization agreement does not include:

- (a) Flowmeters - Coriolis;
- (b) Flowmeters – Thermal Dispersion;
- (c) Flowmeters – Ultrasonic;
- (d) Flow switches (i.e. mechanical);
- (e) Pressure switches;
- (f) Temperature switches;
- (g) Radar Level Transmitters; and

(h) Level Switches (non-ultrasonic based).

E6.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:

- (a) Magnetic Flowmeter Flowtubes – SITRANS F M MAG 5100W series.
  - (i) SITRANS F M MAG 3100W series may be utilized where specified.
- (b) Magnetic Flowmeter Transmitters - SITRANS F M MAG 6000 series.
- (c) Pressure Transmitters - SITRANS P DS III.
- (d) Temperature Transmitters
  - (i) SITRANS TF (Process Applications)
  - (ii) SITRANS TH400 (HVAC applications)
- (e) Ultrasonic Level Transmitters
  - (i) Integrated applications: SITRANS Probe LU
  - (ii) Separate controller applications: Multiranger 100/200 with EchoMax transducers.

E6.5 Field setup and commissioning:

E6.5.1 Field setup and commissioning of the gas detection systems may be performed by Trans-West under the Standardization Agreement. Coordinate with Trans-West as required to understand the capabilities and limitations of Trans-West's field setup and commissioning services and provide all remaining services to provide a complete commissioning and start-up.

E6.5.2 Field setup and commissioning of the standardized instrumentation shall be performed by Trans-West under the standardization agreement for the following:

- (a) The first instrument of each type installed on site; and
- (b) A minimum of five additional instruments of each type, or 10% of the actuators of that type, whichever is greater.

E6.5.3 The Contractor may provide field setup and commissioning services for the remaining instrumentation via alternate means, provided that this does not result in a reduction of the services or quality of work.

E6.5.4 The services provided are to include at all standard manufacturer recommended start-up and commissioning procedures, as well as the following:

- (a) Visual Inspection
  - (i) Inspect instrument for signs of damage,
  - (ii) Verify mechanical and piping installation per drawings and manufacturer requirements,
  - (iii) Verify wiring installation per drawings and manufacturer requirements, and
  - (iv) Inspect electrical terminal compartment for foreign objects.
- (b) Mechanical Inspection
  - (i) Check all connections and bolts for tightness and to the correct torque,
  - (ii) Check for alignment, and
  - (iii) Ensure appropriate clearances for all connecting bushings and connecting faces.
- (c) Electrical Inspection
  - (i) Check all power wiring connections for tightness,
  - (ii) Check all fuses in the instrument for continuity,
  - (iii) Confirm input voltage is correct, and
  - (iv) Confirm that the signal / fieldbus connections are correct.

- (d) Start-up Services
  - (i) Coordinate turning on power to the instrument,
  - (ii) Configure all applicable settings and parameters that could not be configured prior to installation,
  - (iii) Perform functional tests,
  - (iv) Coordinate with City personnel and designated representatives to confirm and finalize the application requirements,
  - (v) Configure and document all settings, as appropriate for the application,
  - (vi) Coordinate to perform test demonstrations to verify instrument performance,
  - (vii) Verify that all configuration values are in the correct state, and
  - (viii) Transfer the configuration settings to on-site personnel.
- (e) Documentation
  - (i) Provide a signed documented commissioning form for each instrument, in a format acceptable to the Contract Administrator.
- (f) Travel
  - (i) Provide all travel and accommodations at no additional cost.
- (g) Personnel:
  - (i) Personnel shall be factory trained in the maintenance, configuration, and service of the proposed instrumentation.

#### E6.5.5 Responsibility of the Contractor:

- (a) It is the responsibility of the Contractor to ensure that the installation of the instrumentation is complete and that the instrument is ready to commission prior to engaging Trans-West to commission any instrumentation.

#### E6.6 Training

##### E6.6.1 Local Training Session – General Requirements

- (a) Overview:
  - (i) Provide instruction to designated City personnel in the operation, configuration, and maintenance of the proposed instruments and associated components.
- (b) Location:
  - (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
  - (ii) The room will be classroom style.
- (c) Submittals:
  - (i) Submit the names and qualifications of the proposed instructors.
  - (ii) Submit training proposal complete with hour-by-hour schedule including brief overview of content of each training segment a minimum of 30 Calendar Days prior to the anticipated date of beginning of training.
- (d) Quality Assurance:
  - (i) Provide competent instructors thoroughly familiar with all aspects of the instruments.
  - (ii) The Contract Administrator may reject instructors it deems to not be qualified.
  - (iii) In the event that the training provided is not satisfactory, reduction in payment may be applied.
- (e) Materials:
  - (i) Provide equipment, visual and audio aids, and materials.
  - (ii) Sample instruments of each type shall be provided, along with all equipment required to power and configure the instruments.

- (iii) Supply manual for each trainee, describing in detail the information included in each training program.

(f) Attendees:

- (i) The attendees are expected to include, but not be limited to:
  - ◆ Electrical and instrumentation maintenance personnel.

E6.6.2 Local Training Session – Electromagnetic Flowmeter, Pressure, Temperature

- (a) Provide local training sessions, in accordance with E6.6.1:

(b) Duration:

- (i) Each training session shall be a minimum of six (6) hours in duration, excluding coffee and lunch breaks.
- (ii) Each day shall be assumed to be independent of other training days, and not necessarily aligned with other on-site work or training.

(c) Scope:

- (i) Each training session shall address the complete scope of all products proposed.

- (d) For each instrument type, provide the following training content:

- (i) Overview of the instrument,
- (ii) Equipment maintenance training, including:
  - ◆ Installation,
  - ◆ Troubleshooting,
  - ◆ Preventative maintenance,
  - ◆ Replacement of components,
  - ◆ Fieldbus network troubleshooting and diagnostics, and
  - ◆ Calibration procedures.
- (iii) Maintenance use of associated software and HART/PROFIBUS parameters, including:
  - ◆ Basic operation of software,
  - ◆ Connecting to instruments,
  - ◆ Configuration of parameters,
  - ◆ Download and upload software configuration, and
- (iv) Diagnostics and troubleshooting.

(e) Number of Sessions:

- (i) Provide a minimum of two (2) sessions for each instrument type.

E6.6.3 Local Training Session – Ultrasonic Level

- (a) Provide local training sessions, in accordance with E6.6.1:

(b) Duration:

- (i) Each training session shall be a minimum of three (3) hours in duration, excluding coffee and lunch breaks.
- (ii) Each day shall be assumed to be independent of other training days, and not necessarily aligned with other on-site work or training.

(c) Scope:

- (i) Each training session shall address the complete scope of all products proposed.

- (d) For each instrument, provide the following training content:

- (i) Overview of the instrument,

- (ii) Equipment maintenance training, including:
  - ◆ Installation,
  - ◆ Troubleshooting,
  - ◆ Preventative maintenance,
  - ◆ Replacement of components,
  - ◆ Fieldbus network troubleshooting and diagnostics, and
  - ◆ Calibration procedures.
- (iii) Maintenance use of associated software and HART/PROFIBUS parameters, including:
  - ◆ Basic operation of software,
  - ◆ Connecting to instruments,
  - ◆ Configuration of parameters,
  - ◆ Download and upload software configuration, and
  - ◆ Diagnostics and troubleshooting.
- (e) Number of Sessions:
  - (i) Provide a minimum of two (2) sessions for each instrument type.

E6.6.4 Electromagnetic Flowmeter Calibration Verification Tool Training

- (a) Provide local training sessions, in accordance with E6.6.1:
- (b) Provide one training session per unit supplied, to instruct designated City personnel in the operation, configuration, and maintenance of the proposed instruments and associated components.
- (c) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
- (d) Provide competent instructors thoroughly familiar with all aspects of the verification tool.
  - (i) The Contract Administrator may reject instructors it deems to not be qualified.

E6.6.5 Each training session shall be a minimum of four (4) hours in duration, excluding coffee and lunch breaks, or longer as required to instruct personnel in the required operation.

E6.7 The contact for all quotations and purchases:

Amurthan (Amu) Abimanan Branch  
Manager 126 Bannister Road  
Winnipeg, MB, R3R  
0S3 Telephone: 204-783-0100  
Mobile: 204-782-1864  
E-mail: amu@transwest-mb.com

E6.8 Quotations and orders:

E6.8.1 Reference the following in all quotation requests, quotations \ proposals, purchase orders, and invoices:

- (a) This Bid Opportunity number; and
- (b) A statement indicating:

“This request / purchase order is subject to the Terms and Conditions of City of Winnipeg Request for Proposal RFP 449-2014.”