



THE CITY OF WINNIPEG

TENDER

TENDER NO. 479-2024

JESSIE FLOOD PUMPING STATION (FPS) 2024 UPGRADES

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Site Investigation Due Diligence and Risk	1
D5. Definitions	2
D6. Contract Administrator	2
D7. Contractor's Supervisor	2
D8. Accessible Customer Service Requirements	2
D9. Unfair Labour Practices	3
D10. Social Procurement	4
D11. Furnishing of Documents	4

Submissions

D12. Authority to Carry on Business	4
D13. Safe Work Plan	5
D14. Insurance	5
D15. Contract Security	5
D16. Subcontractor List	6
D17. Detailed Work Schedule	6
D18. Social Procurement Plan template	7

Schedule of Work

D19. Work By Others	7
D20. Commencement	7
D21. Critical Stages	8
D22. Substantial Performance	8

D23. Total Performance	8
D24. Liquidated Damages	8
D25. Supply Chain Disruption Schedule Delays	9
Control of Work	
D26. Job Meetings	9
D27. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
D28. The Workplace Safety and Health Act (Manitoba) – Qualifications	10
Measurement and Payment	
D29. Payment	10
Warranty	
D30. Warranty	10
Dispute Resolution	
D31. Dispute Resolution	10
Indemnity	
D32. Indemnity	11
Third Party Agreements	
D33. Funding and/or Contribution Agreement Obligations	12
Form H1: Performance Bond	15
Form H2: Labour and Material Payment Bond	17
Form J: Subcontractor List	19
Form M: Social Procurement Plan	20
Form N: Employee Voluntary Self-Identification Survey	21
Form O: Social Value Reporting Template	23

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
General Requirements	
E2. Hazardous Materials	5
E3. Mobilization and Demobilization Payment	5
E4. Cash Allowance for Additional Work	7
E5. Dangerous Work Conditions	8
E6. Shop Drawings	8
E7. Pre-Construction Photographs	9
E8. Standardized PLC Control System and Motor Control Equipment	9
E9. Standardized Instrumentation	11
E10. Standardized Gas Detection Systems	12
E11. Cold Weather Requirements	14
E12. Commissioning	15
E13. Training	17
E14. Record Drawings	18
E15. O&M Manuals	18
E16. Snow Clearing	18
E17. Flood Pump Motor Refurbishment	19
E18. Temporary Shutdown of the Wastewater Pumping (Lift) Station	20
E19. Existing Pumping Station Operation During Construction	21

APPENDIX A – HISTORICAL DRAWINGS

APPENDIX B – SHOP DRAWING SUBMITTAL LIST

APPENDIX C – INSTRUMENT LIST

APPENDIX D – HAZARDOUS MATERIAL ASSESSMENT REPORT

APPENDIX E – EXAMPLE COMMISSIONING CHECKLISTS

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Jessie Flood Pumping Station (FPS) 2024 Upgrades

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 23rd, 2024.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available to conduct a site walkthrough of the Perimeter Road Pumping station located at 413 Mulvey Ave. E on the following dates:

(a) July 10, 2024, beginning at 1:30 P.M.

B3.2 The Bidder is advised that they are responsible for providing their own Personal Protective Equipment (PPE) while at the Site including but not limited to CSA approved footwear, hard hat, Hi-vis vest and eye protection. Bidders attending the site visits without proper PPE equipment will not be allowed to participate in the site visits walkthrough.

B3.3 Access to view the Site shall be only under the supervision of an authorized City representative.

B3.4 Access to any hazardous areas, such as the lower level, as defined in Section E5 will at minimum require proof of confined space entry and monitor training.

B3.5 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.

B3.6 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.

B3.7 The Bidder is responsible for determining:

(a) The requirements and resources for delivery and installation of the MCC and associated equipment into the facility. The contractor is responsible for receiving the pre-procured MCC and for transportation of the equipment at site.

(b) The requirements and resources for the upgrades to the site utility service, including procurement of the medium voltage switchgear and transformer.

(c) The requirements and resources needed to maintain operation of the CSO equipment and nearby Jessie Lift Station throughout construction.

(d) The nature of the surface and subsurface conditions at the Site.

(e) Location equipment will be installed including space requirements, existing pipe isolation points and access for maintenance.

(f) all other matters which could in any way affect this Bid, installation or the performance of the equipment.

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.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that 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.

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.

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 a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D33. Any such costs shall be determined in accordance with D33.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 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) N/A
- B11.3 Additional Material:
(a) N/A

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.
- (d) submit a completed Social Procurement Plan.

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, Purchasing 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); and
 - (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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.1(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan.
- B13.6 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 [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 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.
- B13.8 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.
- B13.9 The bidder shall submit a completed Social Procurement Plan per Section D18.
- 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, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/Bidsecurity.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.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 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 sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.4.2 Bidders are advised that the calculation indicated in B18.4 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 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.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. 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 the supply, installation, and commissioning of new electrical, automation, and HVAC equipment as well as structural modifications to the existing Jessie Flood Pumping Station in accordance with the contract documents.

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

- (a) Overall electrical system upgrades including but not limited to medium voltage service entrance switchgear and transformer, exterior 600V CDP, electrical distribution panels, lighting, and automation control panels.
- (b) Instrumentation upgrades.
- (c) Installation and connection of the pre-purchased 600V MCC to be delivered to site.
- (d) HVAC upgrades.
- (e) Structural repairs and modifications.
- (f) Stair and catwalk upgrades.
- (g) Testing and Commissioning.
- (h) Power supply to the adjacent Jessie Lift Station must be maintained at all times during construction. Minimize downtime and provide advanced notice of planned disconnects and reconnects for approval.
- (i) Continued reporting by the existing CSO monitoring system during construction is required, maintain power to instruments and RTU until changeover.

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) “**CSO**” means Combined Sewer Outfall;
- (b) “**CSTE**” means Customer Service Termination End;
- (c) “**Department**” means City of Winnipeg Water and Waste Department;
- (d) “**FPS**” means Flood Pumping Station;
- (e) “**HVAC**” means Heating, Ventilation, and Air Conditioning;
- (f) “**I/O**” means Input / Output;
- (g) “**MCC**” means Motor Control Centre;
- (h) “**O&M**” means Operations & Maintenance;
- (i) “**PLC**” means Program Logic Controller;
- (j) “**RTU**” means Remote Terminal Unit;
- (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; and
- (l) “**TVSS**” means Transient Voltage Surge Suppressor.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is MPE a division of Englobe , represented by:

Mark Baker, P.Eng.

Winnipeg Region Manager

Telephone No. 204 334-3621

Email Address mbaker@mpe.ca

D6.2 At the pre-construction meeting, Mark Baker 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. SOCIAL PROCUREMENT

D10.1 The Contractor shall commit to providing employment opportunities for Equity Groups. Equity Groups are groups that have historically been denied equal access to employment, education, and other opportunities and includes but is not limited to: Indigenous Peoples, Racialized peoples, newcomers (less than 5 years in Canada); Persons with Disabilities; Women; people facing poverty; Veterans, and 2SLGBTQQA+ (Two-spirit, Lesbian, Gay, Bisexual, Trans, Queer, Questioning, Intersex, Asexual plus) Peoples.

D10.2 This commitment is inclusive of subcontractor employment hours and the Contractor will be required to report on their subcontractors employment hours if the subcontractor contract is greater than \$100,000.

D10.3 The Contractor shall commit to providing employment hours with Equity Groups on the delivery of this Contract.

$$X\% = \frac{\text{\# of employment hours by Equity Groups on this Contract}}{\text{Total \# of employment hours on this Contract}}$$

D10.4 The Contractor shall keep detailed records of the total number of full-time and part-time employees that identify as Equity Groups. The Contractor shall report the total number of employee hours that are delivered by Equity Groups during this Contract.

(a) The Social Value Reporting Template has been included as a resource see Form O: Social Value Clause Reporting Template.

D10.5 Employees includes all company employees who are working on this Contract. (Administration, Finance, Project Manager, Safety Officer, Trades, etc.)

D10.6 The Contractor shall provide the Contract Administrator a progress report midway through the Contract period and upon completion of the Contract period.

D10.7 The Employee Voluntary Self Identification Survey has been included as a resource see Form N: Employee Voluntary Self Identification Survey.

D11. FURNISHING OF DOCUMENTS

D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

D12.1 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.

D13. SAFE WORK PLAN

- D13.1 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.
- D13.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D13.3 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.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) all risks 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.
- D14.2 Deductibles shall be borne by the Contractor.
- D14.3 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.
- D14.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D15. CONTRACT SECURITY

- D15.1 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.

- D15.1.1 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 D15.1(b).
- D15.1.2 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.
- D15.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D15.2 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.
- D15.3 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 D15.1(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.

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.
- (a) Commencement by November 1, 2024.
 - (b) Flood Pumps back in service on new PLC controls and fully operational on automatic controls by February 28, 2025.
 - (c) Substantial Performance by March 31, 2025.
 - (d) Total Performance by April 28, 2025.

D18. SOCIAL PROCUREMENT PLAN TEMPLATE

- D18.1 The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B13.9.

SCHEDULE OF WORK

D19. WORK BY OTHERS

- D19.1 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.
- D19.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Schneider Electric
 - (i) Supply and delivery of the Jessie FPS MCC
 - (b) Manitoba Hydro
 - (i) Installation of new utility poles and feeders for servicing the new MV switchgear.
- D19.2.1 The bidder is responsible for offloading and transporting of all project equipment at site supplied by others.
- D19.2.2 The bidder is responsible for incorporation of project equipment supplied by others into the projects Operational and Maintenance manuals.

D20. COMMENCEMENT

- D20.1 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.
- D20.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14;
 - (v) the contract security specified in D15;
 - (vi) the Subcontractor list specified in D16;
 - (vii) the detailed work schedule specified in D17;
 - (viii) the Social Procurement Plan specified in D18;

- (ix) 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.

D20.3 The Contractor shall not commence the Work on the Site before November 1, 2024.

D20.3.1 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.

D21. CRITICAL STAGES

D21.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Commencement of Construction by November 1st, 2024;
- (b) Flood Pumps Back in Service on new PLC controls and fully operational on automatic controls by February 28th, 2025;
- (c) Substantial Performance by March 31st, 2025;
- (d) Total Performance by April 28th, 2025.

D22. SUBSTANTIAL PERFORMANCE

D22.1 The Contractor shall achieve Substantial Performance by March 31st, 2025.

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 April 28th, 2025.

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 Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Flood Pumps Back in Service on new PLC controls and fully operational on automatic controls – two thousand five hundred dollars (\$2,500);
- (b) Substantial Performance – one thousand five hundred dollars (\$1,500);

(c) Total Performance – seven hundred fifty dollars (\$750).

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 critical stages, 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 D21 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 biweekly 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).

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.

D29.2 Further to E4, no payment will be made for Cash Allowances other than as set out in **E4.4**.

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 unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D30.2 Notwithstanding C13.2 or D30.1, 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) 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.

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"

D31.1 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 Purchasing 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.

- D31.2 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.
- D31.3 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.
- D31.4 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D31.5 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.
- D31.6 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 D31.5, 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 D14, 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 D14, 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 D14.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

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 D15)

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. 479-2024

Jessie Flood Pumping Station (FPS) 2024 Upgrades

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 D15)

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. 479-2024

JESSIE FLOOD PUMPING STATION (FPS) 2024 UPGRADES

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 M: SOCIAL PROCUREMENT PLAN

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

Historically, procurement has been about choosing the supplier offering the lowest price while still meeting technical requirements of providing high quality products or services with minimal risk. By expanding the premise of 'best value' in procurement, to include the generation of positive societal benefits, alongside high quality and competitive bids, the City of Winnipeg is working to maximize community benefits and deliver improved socio-economic returns for stakeholders, within the existing spend.

The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B13.9.

Both Question 1 and 2 must be filled out responding to all criteria. Question 2 must explain the commitment to Question 1 within the context of the Contract.

1. The Contractor commits to _____ % of employment hours with Equity Groups on the delivery of this Contract.

$$X\% = \frac{\# \text{ of employment hours by Equity Groups on this Contract}}{\text{Total \# of employment hours on this Contract}}$$

Please reconfirm your commitment here:

2. Provide a detailed strategy for how the Contractor's current and planned efforts to employ Equity Groups will ensure the Contractor meets the commitment on the Contract.

Employment responses could include: We partner with Equity Group employment organizations to recruit Indigenous Rightsholders and other Equity Groups. When employees are onboarded, they are asked if they identify as an Indigenous Rightsholder or Equity Group. We track this and report on aggregate employment levels across our business each year per our Diversity and Inclusion Policy.

Please describe your strategy and/or plans to meet the above requirement:

FORM N: EMPLOYEE VOLUNTARY SELF-IDENTIFICATION SURVEY

The City of Winnipeg is committed to supporting a workforce that is representative of the community the City serves. The City is focused on human rights and ensuring full and equitable representation, success, and advancement of all people, and in particular, the equity groups that are under-represented.

Our company is in support of the goals above and are asking employees to participate in this survey to collect data on the demographics of our workforce.

Employee identity data collected by this survey will be shared with the City of Winnipeg in aggregate. All employee identity data will only be shared with our designated HR or management staff.

This data will be submitted to the City of Winnipeg as part of our Reporting requirements under City of Winnipeg Contracts.

Your response to the self-declaration questions is voluntary.

Thank you for participating in this **self-identified** and **voluntary** survey to help assess and measure the inclusion of equity groups in the workforce.

Company Name _____

Employee Name _____

1. Do you wish to participate in this survey?

Yes No

2. Do you identify as an Indigenous person?

Yes No

3. Do you identify as any of the following Equity Groups, also known as under-represented groups? Check all that apply.

- Racialized peoples;
- Newcomers;
- Persons with disabilities;
- Women;
- Peoples facing poverty;
- Veterans;
- 2SLGBTQQIA+ (Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual, plus) Peoples;

Indigenous refers to “Aboriginal Peoples of Canada” as defined in Section 35(2) of the Constitution Act, 1982 to include the First Nations, Inuit and Métis Peoples of Canada. (Source: [Our Winnipeg 2045](#))

Racialized peoples refers to a group of people who have identifiable characteristics that differ from those of the majority or dominant population. Previously known as Visible Minority and although the term “visible minority” is used in legal (e.g. *Employment Equity Act*) and statistical (e.g. Census) contexts, it is considered outdated and no longer recommended because the word “visible” suggests being white is the standard, and the word “minority” limits the concept to numbers. The term is increasingly being replaced by “racialized” individuals or groups. (Source: [Immigration, Refugees and Citizenship Canada](#))

Newcomers refers to new residents including people arriving from countries outside Canada, such as recent immigrants (less than five years in Canada), refugees, refugee claimants or asylum seekers, and temporary residents. (Source: [Our Winnipeg 2045](#))

Persons with disabilities refers to individuals who have a long-term or recurring physical, mental, psychiatric, sensory, or learning impairment which may limit certain kinds of activity or could be perceived as a limitation. These include visible and non-visible disabilities. (Source: [City of Winnipeg](#))

Women refers to all people who identify as women, whether they are cisgender or transgender women. (Source: [Department of Justice, Government of Canada](#))

People facing poverty refers to people, given the size and region of residents, that do not have enough income to buy a set of goods and services considered to represent a modest, basic standard of living (Source: [Market Basket Measure, Stats Canada](#))

Veterans refers to any former member of the Canadian Armed Forces who successfully underwent basic training and is honorably discharged. (Source: [Veteran Affairs Canada](#))

2SLGBTQIA+ peoples refer to Two-Spirit, Lesbian, Gay, Bisexual, Trans, Queer, Questioning, Intersex, Asexual, Plus peoples. (Source: [Government of Canada](#))

FORM O: SOCIAL VALUE REPORTING TEMPLATE

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

The data reported here is a contractual requirement to encourage and measure social, Indigenous, and environmental outcomes from the City's procurement. The City reserves the right to verify the information reported.

Company Name _____

Contract Number _____

Reporting Period Start Date _____

Reporting Period End Date _____

1. Employment of Equity Groups (# of employee hours)

The Contractor shall list the percentage (%) of employment hours they plan to commit with Equity Groups on the delivery of this Contract.

A. Total number of employment hours for all employees working on the project during the reporting period	_____hours
B. Total number of employment hours for Equity Group employees working on the project during the reporting period	_____hours
C. Percentage for the reporting period (B/A) (C = B / A)	_____%

Please describe any successes or challenges related to your commitment for the reporting period.

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, Purchasing 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>
	Table of Contents

NMS SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

013300	Submittal Procedures
013529.06	Health and Safety Requirements
014500	Quality Control
015200	Construction Facilities
015600	Temporary Barriers and Enclosures
017300	Execution
017400	Cleaning
017419	Waste Management and Disposal
017800	Closeout Submittals
019113	General Commissioning Requirements
019113.13	Commissioning Plan
019113.16	Commissioning Forms
019113.18	Commissioning Training

DIVISION 02 – EXISTING CONDITIONS

022240	Selective Demolition
028210	Chain Link Fencing

DIVISION 03 – CONCRETE

032000	Concrete Reinforcement
033000	Cast-In-Place Concrete

DIVISION 05 – METALS

051200	Structural Steel
--------	------------------

051410	Structural Aluminum
052490	Miscellaneous Steel
055000	Metal Fabrication
DIVISION 06	WOOD, PLASTIC, AND COMPOSITES
061000	Rough Carpentry
DIVISION 07	THERMAL AND MOISTURE PROTECTION
072113	Board Insulation
072600	Air and Vapour Retarders
072610	Sheet Membrane Air Seal
075010	Concrete Faced Insulated Wall Panels
075050	Bituminous Membrane Roofing General Requirements
075500	Modified Bituminous Membrane Roofing
075510	SBS Membrane Roofing (Soprema and IKO)
076200	Sheet Metal Flashing and Trim
076220	Metal Flashings for Bituminous Membrane Roofing
079200	Joint Sealant
DIVISION 09	FINISHES
090190.63	Interior Painting
096723	Resinous Epoxy Flooring
099650	Graffiti-Resistant Coating
DIVISION 20	MECHANICAL
200543	Mechanical Identification
202030	Piping and Equipment Insulation
DIVISION 21	FIRE SUPPRESSION
212400	Handheld Fire Extinguishers
DIVISION 22	PLUMBING
220015	Mechanical General Requirements
220500	Common Work Results for Plumbing
220503	Hangers and Supports
220504	Hydrostatic and Pressure Testing
220515	Plumbing Specialties and Accessories
221010	Plumbing Pumps
221116	Domestic Water Piping
221316.16	Sanitary Waste and Vent Piping - Plastic
DIVISION 23	HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)
230513	Common Motor Requirements for HVAC Equipment
230553	Identification for HVAC Piping and Equipment
230593	Testing, Adjusting and Balancing for HVAC
230713	Ductwork and Breeching Insulation
230813	Performance Verification HVAC System
233113	Ductwork
233130	Ductwork Accessories
233315	Dampers – Operating
233400	HVAC Fans
238239.23	Unit Heaters - Electric

DIVISION 26

260501	Common Work Results – Electrical
260521	Wires and Cables (0 – 1000V)
260525	Grounding – Secondary
260529	Hangers and Supports for Electrical Systems
260531.01	Splitters, Junctions, Pull Boxes and Cabinets
260531.02	Medium Voltage Metal Clad Switchgear
260532	Outlet Boxes, Conduit Boxes, and Fittings
260534	Conduits, Conduit Fastenings, and Fittings
260544	Installation of Cables in Ducts in Trenches
260805	Accepting and Testing
261217.01	Dry Type Transformers up to 600V Primary
261217.02	Liquid Filled Transformers
262417	Panel Boards Breaker Type
262419	Motor Control Centres
262716	Cabinets and Enclosures
262726	Wiring Devices
262821	Moulded Case Circuit Breaker
262823	Disconnect Switches – Fused and Non-Fused
262901	Contactors
262903	Control Devices
262910	Motor Starters to 600V
262923	Variable Frequency Drives
265000	Lighting
265201	Emergency Lighting
269190	Instrumentation

ELECTRICAL

DIVISION 40

400501	Controls General Requirements
400554	Controls Identification
403002	Controls Instrumentation
405001	Common Works Results – Automation
408008	Factory Acceptance Test
408011	Automation Commissioning
409001	Automation – Field Pushbuttons, Switches, Indicators
409200	Automation – Primary Control Devices
409443	Programmable Logic Controller (PLC)
409513	Control Panels
409901	Training
409990	Maintenance and Support

AUTOMATION

Drawing No.

Drawing Name/Title

General

1-0149F-D0001-001-00	Cover Sheet & Isometric Views
1-0149F-D0002-001-00	Drawing Index
1-0149F-D0003-001-00	Site Location

Architectural

1-0149F-B0001-001-00	General Notes and Code Review Plan
1-0149F-B0002-001-00	Building/Architectural
1-0149F-B0003-001-00	Building/Architectural
1-0149F-B0004-001-00	Building/Architectural
1-0149F-B0005-001-00	Building/Architectural
1-0149F-B0006-001-00	Building/Architectural

Automation

1-0149F-A0001-001-00	Automation Plan
1-0149F-A0002-001-00	Automation Plan
1-0149F-A0003-001-00	Automation Plan
1-0149F-A0004-001-00	Automation Plan
1-0149F-A0005-001-00	Panel Layout and Bill of Materials
1-0149F-A0006-001-00	Network Block Diagram
1-0149F-A0007-001-00	Power Distribution Wiring Schematic
1-0149F-A0008-001-00	PLC I/O Wiring – Discrete Input – Rack 00, Module 4
1-0149F-A0009-001-00	PLC I/O Wiring – Discrete Input – Rack 00, Module 5
1-0149F-A0010-001-00	PLC I/O Wiring – Discrete Input – Rack 00, Module 6
1-0149F-A0011-001-00	PLC I/O Wiring – Discrete Output – Rack 00, Module 7
1-0149F-A0012-001-00	PLC I/O Wiring – Analog Input – Rack 00, Module 8
1-0149F-A0013-001-00	PLC I/O Wiring – Analog Input – Rack 00, Module 9
1-0149F-A0014-001-00	PLC I/O Wiring – Analog Input – Rack 00, Module 10
1-0149F-A0015-001-00	PLC I/O Wiring – Analog Input – Rack 00, Module 11
1-0149F-A0016-001-00	PLC I/O Wiring – Analog Output – Rack 01, Module 2
1-0149F-A0017-001-00	PLC I/O Wiring – Analog Output – Rack 01, Module 3
1-0149F-A0018-001-00	Automatic Pump Control Wiring Schematic
1-0149F-A0019-001-00	Panel Layout and Bill of Materials
1-0149F-A0020-001-00	Power Distribution Wiring Schematic
1-0149F-A0021-001-00	Panel Layout and Bill of Materials
1-0149F-A0022-001-00	Loop Diagram – Wet Well Level Transmitter
1-0149F-A0023-001-00	Loop Diagram – Wet Well Level Transmitter
1-0149F-A0024-001-00	Loop Diagram – H2S Gas Monitoring Detector
1-0149F-A0025-001-00	Loop Diagram – Wet Well High-Level Float
1-0149F-A0026-001-00	Loop Diagram – Dry Well Flood Float
1-0149F-A0027-001-00	Loop Diagram – Overflow to Wet Well Float
1-0149F-A0028-001-00	Loop Diagram – Main Floor Air Filter Differential Pressure & Flow Switch
1-0149F-A0029-001-00	Loop Diagram – Main Floor HVAC Ventilation Air Dampers
1-0149F-A0030-001-00	Loop Diagram – Main Floor HVAC Exhaust Cooling Air Dampers
1-0149F-A0031-001-00	Loop Diagram – Main Floor Duct Heater Temperature and Control
1-0149F-A0032-001-00	Loop Diagram – Main Floor Occupancy and Temperature Switches
1-0149F-A0033-001-00	Loop Diagram – Pump P-F01 Seal Water Flow Switch
1-0149F-A0034-001-00	Loop Diagram – Pump P-F01 Shaft Bearing Temperature Transmitters
1-0149F-A0035-001-00	Loop Diagram – Pump P-F01 Shaft Bearing Vibration Sensors
1-0149F-A0036-001-00	Loop Diagram – Pump P-F02 Seal Water Flow Switch
1-0149F-A0037-001-00	Loop Diagram – Pump P-F02 Shaft Bearing Temperature Transmitters
1-0149F-A0038-001-00	Loop Diagram – Pump P-F02 Shaft Bearing Vibration Sensors
1-0149F-A0039-001-00	Loop Diagram – Pump P-F03 Seal Water Flow Switch
1-0149F-A0040-001-00	Loop Diagram – Pump P-F03 Shaft Bearing Temperature Transmitters
1-0149F-A0041-001-00	Loop Diagram – Pump P-F03 Shaft Bearing Vibration Sensors
1-0149F-A0042-001-00	Loop Diagram – Dry Well Temperature Transmitter
1-0149F-A0043-001-00	Loop Diagram – Main Floor Temperature Transmitter
1-0149F-A0044-001-00	Loop Diagram – Portable Water Supply Low Pressure
1-0149F-A0045-001-00	Loop Diagram – 600V Power Fail Alarm Relay
1-0149F-A0046-001-00	Loop Diagram – MCC-F71 TVSS Status Alarm
1-0149F-A0047-001-00	Loop Diagram – CSO Panel
1-0149F-A0048-001-00	Loop Diagram – CSO Panel

Civil

1-0149F-C0001-001-00 Site Plan

Electrical

1-0149F-E0001-001-00 Electrical Legend
1-0149F-E0002-001-00 Electrical Single Line Diagram
1-0149F-E0003-001-00 Electrical Site Plan
1-0149F-E0004-001-00 Electrical Building Plan
1-0149F-E0005-001-00 Electrical Building Plan
1-0149F-E0006-001-00 Electrical Single Line Diagram
1-0149F-E0007-001-00 Electrical Site Plan

1-0149F-E0008-001-00	Electrical Building Plan
1-0149F-E0009-001-00	Electrical Building Plan
1-0149F-E0010-001-00	Electrical Hazardous Location Plan
1-0149F-E0011-001-00	Electrical Hazardous Location Plan
1-0149F-E0012-001-00	MCC Elevations and Details
1-0149F-E0013-001-00	Electrical Grounding Details
1-0149F-E0014-001-00	Electrical Schedules
1-0149F-E0015-001-00	Motor Starter Schematic
1-0149F-E0016-001-00	Motor Starter Connection Diagram
1-0149F-E0017-001-00	Motor Starter Schematic
1-0149F-E0018-001-00	Motor Starter Connection Diagram
1-0149F-E0019-001-00	Motor Starter Schematic
1-0149F-E0020-001-00	Motor Starter Connection Diagram
1-0149F-E0021-001-00	Motor Starter Schematic
1-0149F-E0022-001-00	Motor Starter Schematic
1-0149F-E0023-001-00	Motor Starter Schematic

Mechanical

1-0149F-M0001-001-00	Mechanical Plan
1-0149F-M0002-001-00	Mechanical Plan
1-0149F-M0003-001-00	Mechanical Plan
1-0149F-M0004-001-00	Mechanical Plan
1-0149F-M0005-001-00	Mechanical Details
1-0149F-M0006-001-00	Mechanical Schedules
1-0149F-P0001-001-00	Process and Instrumentation Legend
1-0149F-P0002-001-00	Process and Instrumentation Diagram (P&ID)
1-0149F-P0003-001-00	Process and Instrumentation Diagram (P&ID)
1-0149F-P0004-001-00	Process and Instrumentation Diagram (P&ID)

Structural

1-0149F-S0001-001-00	Structural Building Plan
1-0149F-S0002-001-00	Structural Building Plan
1-0149F-S0003-001-00	Structural Building Plan
1-0149F-S0004-001-00	Structural Building Plan
1-0149F-S0005-001-00	Structural Building Plan
1-0149F-S0006-001-00	Structural Building Plan
1-0149F-S0007-001-00	Structural Building Plan
1-0149F-S0008-001-00	Structural Details

GENERAL REQUIREMENTS

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.
- E2.2 A hazardous materials report has been included in Appendix D.

E3. MOBILIZATION AND DEMOBILIZATION PAYMENT

- E3.1 Description
- (a) This Specification shall govern mobilization and demobilization from site.
- (b) The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, Materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

- E3.2 The Work under this Specification shall include, but not be limited to:
- (a) submission of Site layout plan;
 - (b) mobilizing and demobilizing on-Site Work facilities;
 - (c) supplying, setting up, laying out and removing Site office facilities;
 - (d) install, maintaining and removing any access roadway; and traffic control and traffic management.
- E3.3 Mobilization and demolition are in accordance with the most recent Standard Construction Specifications:
- (a) CW 1120 – Existing Services, Utilities and Structures; and
 - (b) CW 1130 – Site Requirements.
- E3.4 Submittals
- (a) The Contractor shall submit the following to the Contract Administrator fourteen (14) days prior to mobilization on-Site:
 - (i) a plan highlighting the Site layout plan which includes laydown area location(s), staging areas, office facility location, access road(s), temporary secure fencing limits and gate locations for review and approval.
 - (b) Contractor shall refer to the Drawings for limits of construction.
- E3.5 Materials and Equipment
- (a) All Materials supplied under this Specification shall be of a type approved by the Contract Administrator and shall be subject to inspection and testing by the Contract Administrator.
 - (b) The Contractor shall be responsible for the supply, safe storage, and handling of all Materials as set forth in this Specification. All Materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
 - (c) All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.
- E3.6 Construction Methods
- (a) Site Inspection:
 - (i) inspect the Site with the Contract Administrator to verify existing conditions prior to mobilizing on-Site; and
 - (ii) inspect the Site with the Contract Administrator soon after demobilizing on-Site, confirming Site has been restored to its original condition prior to initiation of Work;
 - (b) Layout of On-Site Work Facilities:
 - (i) the Contractor shall mobilize all on-Site Work and other temporary facilities; and
 - (ii) upon completion of construction activities, the Contractor shall remove all on-Site Work and other temporary facilities;
 - (c) Cellular Telephone Communication:
 - (i) the Contractor's Site supervisor is required to carry, at all times, a cellular telephone, with voicemail;
 - (d) Access Roadway:
 - (i) the Contractor shall maintain any access roadway they install;
 - (ii) the access road shall be maintained on a regular basis to provide continual unrestricted Site access, to the satisfaction of the Contract Administrator; and
 - (iii) upon completion of the Work, the area shall be restored to its original condition;
 - (e) Snow and Ice Removal:
 - (i) if required, snow clearing shall be done by the Contractor on a regular basis; and

- (ii) if required, snow cover shall be cleared from the construction Site prior to commencement of the Work. The methodology to clear the snow shall be subject to the approval of the Contract Administrator;
- (f) Restoration of Existing Facilities:
 - (i) upon completion of the Work and demobilization, the Contractor shall restore existing facilities to their original condition, including snow removal, to the approval of the Contract Administrator.

E3.7 Measurement and Payment

- (a) Mobilization and demobilization will be measured on a lump sum basis at the Contract Unit Price for "Mobilization and Demobilization" as shown in Form B: Prices, for supplying all Materials and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- (b) thirty percent (30%) when Contract Administrator is satisfied that construction has commenced;
- (c) fifty percent (50%) during construction, percentage distributed equally on a monthly basis at the discretion of the Contract Administrator; and
- (d) twenty percent (20%) upon completion of the Work.
 - (i) The Contractor has achieved Substantial Performance;
 - (ii) The Contractor has demobilized;
 - (iii) The Contractor has restored and cleaned up the building and site.

E4. CASH ALLOWANCE FOR ADDITIONAL WORK

- E4.1 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.
- E4.2 A cash allowance has been included on Form B: Prices.
- E4.3 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.
- E4.4 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.
- E4.5 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.
- E4.6 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.
- E4.7 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.

E4.8 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.

E5. DANGEROUS WORK CONDITIONS

E5.1 Further to clause C6.24 of the General Conditions, the Contractor shall be aware that underground chambers, lower levels of the pumping station, manholes, and sewers are considered a confined space and shall follow the "Guidelines for Confined Entry Work" as published by the Manitoba Workplace Safety and Health Division. The Contractor will be required to have Confined Space Entry Training and complete a permit each time work is to be performed in a Confined Space Area. The following locations are considered Confined Spaces:

- (a) Flood Pumping Station Lower Level,
- (b) Flood Pumping Station Wet Well,
- (c) Any other areas labelled as 'Confined Space' at the Site.

E5.2 The Contractor shall be aware of the potential hazards that can be encountered in confined spaces such as toxic gases and oxygen deficiency. The Contractor's Safe Work Plan should address these issues.

E5.3 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range, and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications. The Contractor is responsible for all testing requirements.

E5.4 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, pipes and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a Worker must wear a respirator or supplied air to enter the confined space.

E5.5 Workers must wear a respirator or have supplied air at all times when entering a chamber, manhole or sewer where live sewage is present.

E5.6 If products containing volatile organic carbons (VOCs) are used, the Contractor shall provide a photoionization detector (PID) on Site to monitor potential VOCs in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his use during inspections. In addition, the Contract Administrator may collect discrete air samples for laboratory analysis.

E5.7 The Contract Administrator may issue a Stop Work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume his operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the Stop Work order for not following these safety guidelines.

E6. SHOP DRAWINGS

E6.1 Submit shop drawings in accordance with Section 01 33 00.

E7. PRE-CONSTRUCTION PHOTOGRAPHS

- E7.1 The Contractor is responsible for taking photographs and/or video of the surrounding structures, houses and landscaping in order to establish the condition of the area around the pumping station prior to commencement of the Work. The pictures and/or video must be submitted to and approved by the Contract Administrator prior to the commencement of the Work.

E8. STANDARDIZED PLC CONTROL SYSTEM AND MOTOR CONTROL EQUIPMENT

- E8.1 The City has standardized on a specific vendor for the supply and delivery of control system and motor control equipment. The Standardization Vendor was selected via RFP 756-2013 and was awarded to Schneider Electric Canada Inc. (Schneider). Motor starter equipment has been pre-procured for this project.

- (a) Refer to E8.6 for contact information.
- (b) Copies of the tender documents are available from City of Winnipeg Material Management's website.

- E8.2 Goods to be procured via this standardization agreement and applicable to this Tender includes but is not limited to:

- (a) Programmable Controllers (PLCs) including all associated components, hardware and software.
- (b) Touchscreen HMI systems such as Magellis HMIs.

- E8.3 For clarity, this standardization agreement does not include:

- (a) Computer workstation hardware including operating systems;
- (b) Computer server hardware, including operating systems and general terminal server / client software;
- (c) Thin client terminals;
- (d) Fused and un-fused disconnect switches not incorporated into a MCC or other motor starters;
- (e) Control stations and pendants not incorporated into a MCC or other motor starters;
- (f) Electrical Transformers not in a MCC or motor starter;
- (g) Panelboards not integrated in a MCC;
- (h) Switchboards / Switchgear not integrated in a MCC;
- (i) System Integration Services (including programming and configuration);
- (j) Control Panels to house PLCs;
- (k) Instrumentation;
- (l) Power supplies not integrated with the PLC / HMI systems; and
- (m) Terminal blocks not integrated with the PLC / HMI systems

- E8.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:

- (a) Schneider Electric M580 PLC;
- (b) Schneider Electric X80 PLC I/O;
- (c) Schneider Electric EcoStructure Control Expert programming software;
- (d) Schneider Electric Local HMI – Harmony HMIGTO or HMIGTU series;

- E8.5 Commissioning and start-up:

- E8.5.1 Except as identified in E8.5.2, commissioning and start-up of all goods purchased under this standardization agreement shall be performed by the Contractor.

- E8.5.2 Schneider Electric shall provide MCC start-up services, but not commissioning services. Coordinate with Schneider as required to understand the limitations of Schneider's MCC start-up services and provide all remaining testing, commissioning and start-up services to provide a complete commissioning and start-up.
- E8.6 The contact information for all quotations and purchases from Schneider is:
Derrick Cook
Omands Creek Blvd
Winnipeg, MB, R2R 2V2
Telephone: 204-218-1938
E-mail: Derrick.Cook@SE.com
- E8.6.1 Goods to be procured via Choice Electric along with EECOL, as Schneider's High Tech Automation Distributor (HTAD):
- (a) Further to E8.2, goods to be procured via EECOL include but are not limited to:
- (i) Programmable Controllers (PLCs) including all associated components hardware and software;
 - (ii) Programmable Controller Programming Software;
 - (iii) HMI System software;
 - (iv) Touchscreen HMI systems such as Magellis HMIs;
 - (v) Touchscreen HMI Programming Software;
 - (vi) Industrial Ethernet Switches as per design. Note that some Ethernet switches may be specified to be from other vendors due to application requirements. Refer to drawings and specifications.
- (b) The Eecol Electric contact:
Trevor Hambleton
1760 Wellington Avenue
Winnipeg, MB, R3H 0E9
Telephone: 204-774-2800
E-mail: hambleton@eecol.com
- (c) The Choice Electric contact:
Ofar Margovski
2130 Notre Dame Ave.
Winnipeg, MB, R3H 0K1
Telephone: 204-783-233
E-mail: oferm@choicesupply.ca
- (d) All correspondence related to requests-for-quotations to the Supplier for goods listed under (a) shall be copied to the Schneider contact listed under E8.6.
- (e) For whatever reason, if the Supplier is unable to receive or respond to request-for-quotations for goods listed under (a) request-for-quotations may be issued directly to the Schneider contact listed under E8.6.
- E8.7 Quotations and orders:
- E8.7.1 Reference the following in all quotation requests and purchase orders:
- (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 756-2013."
- E8.8 Measurement and Payment:
- E8.8.1 Payment will be based on the item labelled "Standardized PLC Control System" in Form B.
- (a) Indicate base costs for material supply under the standardization agreement. Any material mark-up or installation costs, as applicable, shall be included in other line items of Form B.

E9. STANDARDIZED INSTRUMENTATION

- E9.1 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.
- E9.2 Goods to be procured via this standardization agreement and applicable to this Tender include but are not limited to:
- (a) Temperature Transmitters including temperature elements and thermowells;
 - (b) Ultrasonic Level Transmitters;
 - (c) Gas Monitoring Equipment; and
 - (d) Associated accessories.
- E9.3 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).
- E9.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:
- (a) Temperature Transmitters
 - (i) Siemens SITRANS TF (Process Applications)
 - (ii) Siemens SITRANS TH300 (HVAC applications)
 - (b) Ultrasonic Level Transmitters
 - (i) Siemens MultiRanger 200 HMI (Process Applications)
- E9.5 Field setup and commissioning:
- E9.5.1 Field setup and commissioning of the instrumentation shall be performed by the Contractor. Some commissioning of the standardized instrumentation may 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.
- E9.5.2 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.
- E9.5.3 The services provided are to include at all standard manufacturer recommended start-up and commissioning procedures as outlined in Section E12.
- E9.5.4 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.

- E9.6 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
- E9.7 Quotations and orders:
- E9.7.1 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 449-2014."
- E9.8 Measurement and Payment:
- E9.8.1 Payment will be based on the item labelled "Standardized Instrumentation" in Form B.
- (a) Indicate base costs for material supply under the standardization agreement. Any material mark-up or installation costs, as applicable, shall be included in other line items of Form B.

E10. STANDARDIZED GAS DETECTION SYSTEMS

- E10.1 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.
- E10.2 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.
- E10.3 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:
- (a) X5000 gas detection systems.
 - (b) GasGard XL controllers.
- E10.4 Field setup and commissioning:
- E10.4.1 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.
- E10.4.2 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.
- E10.4.3 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.

E10.5 Training

E10.5.1 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 to 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.

E10.6 The contact for all quotations and purchases:

Darren Bye
Operations Manager, Measurement & Analytical
11061-269 St
Acheson, AB
T7X 6E1
Telephone: 587-689-2158
Mobile: 780-239-7009
E-mail: dbye@tundrasolutions.ca

E10.7 Quotations and orders:

E10.7.1 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.”

E11. COLD WEATHER REQUIREMENTS

E11.1 Should any concrete Work be required to be carried out when the daily mean temperature is below 5°C or anticipated to be below 5°C within the 24 hour cure period, cold weather requirements will be specified herein.

E11.2 All freshly placed concrete shall be protected from the elements and from defacements due to construction operations.

E11.3 The following are minimum requirements for protecting concrete during and after placement during freezing weather, but mere adherence to these requirements will not relieve the Contractor of the necessity for producing concrete which has not been weakened or injured by frost or freezing, or replacing such damaged Work at no additional cost to the City;

- (a) Before any concrete is placed, all ice, snow, and frost shall be completely removed from all formwork, and other surfaces against which concrete temperatures of such surfaces raised above 7°C for twenty-four (24) hours minimum prior to concreting. Where concrete Work is to come in contact with the earth, the surface of the earth shall be completely free of frost when concrete is placed thereon.
- (b) Concrete aggregates and water shall be heated to not over 80°C. Concrete shall be not less than 20°C or more than 30°C in temperature when deposited. Concrete when placed during freezing weather, or if freezing is anticipated during curing period, shall be fully enclosed and the temperature of same maintained at not less than 20°C for five (5) days nor less than 5°C for an additional five (5) days.
- (c) Heating enclosures shall be strong and wind-proof, well ventilated with heating units so located as to prevent local overheating or drying of the concrete or damage from combustion gases. Only indirect fired heaters will be accepted. Units must be vented outside the enclosure. No direct fired units will be accepted.

- (d) The Contractor shall inform the Contract Administrator well in advance as to the methods of enclosure and frost protection he proposes to employ.

E11.4 Measurement and Payment

- (a) Cold weather requirements shall be considered incidental to the construction of Cast-in-Place concrete and no payment will be made for this item.

E12. COMMISSIONING

E12.1 The Contractor shall commission the new equipment in accordance with the written procedure for commissioning. The Contractor will provide sufficient manpower for the duration of the commissioning period. The installation Contractor will make necessary adjustments during commissioning to put the pumps into continuous operation.

- (a) The Contract Administrator will request that the equipment be operated to demonstrate that it performs as specified. If the Contract Administrator notes deficiencies in the installation, the deficiency will be corrected immediately by the installation Contractor. The installation Contractor will advise the Contract Administrator, in writing, when the deficiencies have been corrected. If the Contract Administrator notes deficiencies in the supplied products, the deficiency shall be corrected immediately by this Contractor.
- (b) Deficiencies of a serious nature, as determined by the Contract Administrator, shall be corrected by the manufacturer's representative.

E12.2 Software commissioning of the PLC and HMI equipment will be completed by the Contract Administrator.

E12.3 Programming of the Soft Starters, VFDs, and HVAC controllers is to be completed by the contractor according to settings letters to be provided by the Contract Administrator. Notify the Contract Administrator of any required changes to the settings letters variables during testing and commissioning.

E12.4 Example commissioning forms and report have been provided in Appendix E. The contractor shall create commissioning documents based on the provided examples. Commissioning forms are to be submitted to the contract administrator for review at least four (4) weeks prior to beginning commissioning activities.

E12.5 On-Site Start-Up Inspections and On-Site Commissioning Activities

- (a) On-site start-up inspections and on-site commissioning activities are planned to occur over five (5) full business days (40 hours) with time allotment for additional troubleshooting and deficiencies. The Contract Administrator will provide a minimum of five (5) Business Days notice of requirement for an on-site initial start-up inspection and on-site field commissioning activities. In order to ensure reliable operation of newly installed equipment
- (b) Deficiencies during commissioning may result in follow up on-site activities and require attendance follow up inspection and commissioning activities.
- (c) The Contractor will be required to provide inspection checklists and commissioning forms for each piece of equipment. The Contractor will be responsible to fill out checklists and commission forms during site visits. Example commissioning forms have been included in Appendix E. Commissioning forms must be submitted to the contract administrator for review prior to commissioning and include items outlined in Section 01 91 33 and the following at minimum:
 - (i) Project Name;
 - (ii) Drawing reference;
 - (iii) Equipment number, loop number, wire tag information;
 - (iv) Description of equipment and check function;
 - (v) As applicable include: I/O address, analog range, test points, warnings, alarms, source/input/output, as-expected vs. as found results;
 - (vi) Functional checks (run, stop, warning, alarm shutdown, E-stop, etc.);

- (vii) Notes and;
- (viii) Date, time, name and signature.
- (d) On-Site Start-up Inspections:
 - (i) Provide the services of a qualified technical representative to be present at the initial start-up under this Contract to perform the following:
 - (ii) Inspect the equipment to ensure they have been properly installed in accordance with the manufacturer's instructions.
 - (iii) Conduct and document motor current draw, rotation and speed tests.
 - (iv) Check for unusual vibration and/or noises.
 - (v) Verify connection of instruments for control philosophy and PLC monitoring.
 - (vi) Instruct City personnel in the Operation and Maintenance of the Goods.
 - (vii) Promptly correct any deficiencies with the equipment at the Contractor's expense to the satisfaction of the Contract Administrator.
- (e) Field Tests:
 - (i) Field tests will be performed as soon as possible after the Contractor has inspected the installation. Field tests will be to determine and check for the following:
 - (ii) Noise;
 - (iii) Vibration;
 - (iv) Calibration;
 - (v) Analog signals;
 - (vi) Digital Statuses;
 - (vii) Functional control and operation checks;
 - (viii) Interlocks and;
 - (ix) Faults.
- (f) On-Site Commissioning Activities:
 - (i) If the Field Commissioning testing indicates the Goods supplied does not meet the specified requirements, the Contractor shall promptly correct the issues at their expense and to the Contract Administrator's satisfaction;
 - (ii) If the Contractor is not satisfied with the procedure of the tests or the City's interpretation of the results thereof, the Contractor may have the tests repeated, or their interpretation referred to a referee to both the City and themselves. The cost of the services of such a referee shall be borne by the City if the referee rules that the tests as reported by the City were to the detriment of the Contractor. Otherwise if the referee rules in favour of the City, the Contractor shall pay the costs of the services of the referee and of the repeating tests required. The decision of the referee shall be final and binding both on the City and the Contractor and;
- (g) The Contractor will be required to provide informal training to City personnel during commissioning activities. This informal training shall include instrument connections and signals, proper installation and operation procedures along with proper storage of spare parts. See section E13 for training requirements.
- (h) Field Inspection and Commissioning Reports:
 - (i) Prepare and submit a field inspection and commissioning report. The field report shall be submitted electronically no later than five (5) business days after completion of commission testing site visit and include the following:
 - (ii) Contractor name and contact information of representative(s) on site;
 - (iii) Site visit dates and time on site;
 - (iv) Scope of the site visit;
 - (v) Check sheet, parameter lists, ranges, etc. identifying all field checks have been performed
 - (vi) Each check is to be initialed by the commissioning representative;
 - (vii) Any findings, corrections made, deficiencies found and any other items;

- (viii) Pictures and;
- (ix) Narrative of commissioning activities performed and challenges that occurred during each commission testing site visit.
- (i) The price for "Commissioning" shall include all costs associated with these items of work, including all subcontractor costs, travel expenses, accommodations, meals and wages.
- (j) Commissioning tasks shall include items outlined in the Section 01 91 33 and the following at minimum:
 - (i) Test each I/O point and provide a detailed paper report documenting the checks. For discrete signals, both '0' and '1' states shall be recorded. For analog signals, record at least three (3) points shall be recorded. For example, with Analog pump motor temperature, record temperature when motor is stopped, after 5 seconds of motor starting up and after 1 minute of run time;
 - (ii) Check I/O wiring, labels and provided detailed paper documentation;
 - (iii) Test device warnings, alarms and lockouts signals and provided detailed paper documentation and;
 - (iv) PLC and HMI alarms and monitoring points shall be verified
 - (v) Software alarms shall be verified
 - (vi) Perform Operational and Functional checks and provide detailed paper documentation.

E12.6 Measurement and Payment

- (a) Commissioning will be measured on a lump sum basis at the Contract Unit Price for "Commissioning" as shown in Form B: Prices, for supplying all Documents and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- (b) thirty percent (30%) upon submission and approval of draft commissioning plan and documents;
- (c) seventy percent (70%) upon completion of commissioning activities and submission and approval of final commissioning reports.

E13. TRAINING

- E13.1 Commissioning and training shall be combined. Training sessions shall be in accordance with 01 91 13.18 and shall be documented and include the following as a minimum.
 - (a) Functional description of equipment operation;
 - (b) Identification of components and their purpose;
 - (c) Confirmation of operating parameters and machine limits;
 - (d) Review of routine maintenance procedures and maintenance supplies;
 - (e) Review of seasonal shutdown and startup procedures;
 - (f) Trouble shooting procedures, limits of operator and maintenance competence;
 - (g) Long-term maintenance procedures, including anticipated overhaul frequencies; and
 - (h) Disconnection and removal of motors, drive shafts and pumps for maintenance Work.
- E13.2 Training for the equipment shall be conducted on Site, in conjunction with commissioning. The Contractor shall provide a qualified instructor as well as the necessary course materials.
- E13.3 Training shall be provided in one (1) session for operation staff and one (1) session for maintenance staff.
- E13.4 Provide a total of five (5) hardcopy training manuals in 3-ring binders along with an electronic copy for attendees of each session.

E13.5 No additional payment will be made by the City to an equipment supplier for the training. Cost to be included in the lump sum for the specific equipment.

E13.6 Measurement and Payment

(a) Training will be measured on a lump sum basis at the Contract Unit Price for "Training" as shown in Form B: Prices, for supplying all Documents and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.

(b) fifty percent (50%) upon submission and approval of draft training plan and documents;

(c) fifty percent (50%) upon completion of training activities.

E14. RECORD DRAWINGS

E14.1 The contractor shall keep an up to date set of red-pen markup drawings throughout construction indicating any deviations from the construction drawings for record purposes. Red pen markups to be submitted to the contract administrator at the end of the project.

E14.2 See Section 26 05 01.

E15. O&M MANUALS

E15.1 The contractor is to provide the Contract Administrator operation and maintenance manuals for all new major equipment installed as part of this project with manufacturer's technical literature for each component supplied detailing correct installation procedure and recommended operating and maintenance schedule, grades of lubricants required and assembly/disassembly instructions. For equipment supplied by others the contractor is to coordinate with the supplier for all required information to compile the O&M manuals.

E15.2 Contractor supplied O&M's shall incorporate all pre-procured equipment installed by the contractor for a complete project document incorporating all supplier provided information.

E15.3 Each Tab requires a section index page to list the separate items in each tab along with the page number and number of pages. All pages shall be numbered.

E15.4 The contractor shall submit draft O&M manuals for review by the City and contract administrator.

E15.5 Provide the Contract Administrator with five (5) hard copies and five (5) electronic copies of the Contract Administrator reviewed and approved Operating and Maintenance Manuals. Bind hard copies in a three (3) "D-Ring", hard-covered, plastic jacketed binder with full cover and spine inserts. Organize contents into applicable sections of work, parallel to Specifications breakdown and provide tab dividers for separating sections along with cover sheets for each section. Provide each binder with USB for a complete electronic copy of Operating and Maintenance Manuals.

E15.6 Measurement and Payment

(a) O&M manuals will be measured on a lump sum basis at the Contract Unit Price for "Operation and Maintenance Manuals" as shown in Form B: Prices, for supplying all Documents and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.

(b) fifty percent (50%) upon submission and approval of draft O&M manuals;

(c) fifty percent (50%) upon submission and approval of final O&M manuals.

E16. SNOW CLEARING

E16.1 All required snow clearing shall be performed by the Contractor at his own expense.

E16.2 The Contractor will be required to perform snow clearing and sanding operations on City streets and sidewalks within the Site where access to City snow clearing and sanding crews is blocked due to construction activities or where construction activities have created unsafe, icy conditions.

E16.3 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.

E17. FLOOD PUMP MOTOR REFURBISHMENT

E17.1 Remove existing motors from the Station. The Contractor is responsible for removal of the motors from the Facility and reinstallation once refurbishment is complete. The City will assist with disconnection and reconnection of the drive shafts between the motors and pumps.

E17.2 Ship motors to motor testing and refurbishment facility to perform comprehensive testing and refurbishment of the three (3) existing flood pump motors (MTR-F01, MTR-F02, MTR-F03), and

(a) Motor testing shall be performed by company specializing in equipment testing, and with 10 or more years of experience in testing 600 Vac induction motors.

E17.3 The scope includes the following:

(a) Perform insulation resistance testing. Scope is limited to testing only (no repair). The City of Winnipeg Specifications

(b) Perform stator and rotor core tests (core loss, hot spot, etc.).

(c) Perform winding resistance testing for each phase.

(d) Inspect motor terminal leads. Scope is limited to inspection only (no repair).

(e) Inspect motor terminal box. Scope is limited to inspection only (no repair).

(f) Perform rotor balance test. Scope is limited to testing only (no rebalancing).

(g) Inspect shaft journals. Scope is limited to testing only (no machining / repair).

(h) Replace upper and lower bearings.

(i) Replace seals (if equipped).

(j) Measure motor shaft runout.

(k) Grease the bearings and other components requiring greasing.

(l) Sand blast and repaint motor frames. Do not paint over motor nameplate, windings, leads, bearings, seals, or shaft.

(m) Prepare an individual report for each motor that lists all recommended work to refurbish, repair, or replace components, then issue to the Contract Administrator for review. The report shall include an itemized breakdown of costs for each task. Each report shall a minimum indicate the following information:

(i) Testing company name and mailing address

(ii) Testing personnel name(s)

(iii) Date motor was received

(iv) Date(s) of testing

(v) Equipment tag

(vi) Motor nameplate information

(vii) Test results and associated test references (NETA standard, etc.)

(viii) Photos of the motor in the assembled and disassembled states.

E17.4 The Contract Administrator will review the report containing recommended repairs for each motor and authorize the repair work on an item-by-item basis. The Bidder shall not include costs for the recommended repairs in their Bid Price as the extent and costs for repairs will not be known at the time of bid. Bidder shall only include costs for items identified in E17.3 in their bid.

Payment for repair costs not included in E17.3 will be made via the Cash Allowance for Additional Work outlined in Form B.

E17.5 Measurement and Payment:

E17.5.1 Payment will be based on Form B, Line item "Flood Pump Motor Refurbishment", as accepted and measured by the Contract Administrator.

E17.6 A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

E18. TEMPORARY SHUTDOWN OF THE WASTEWATER PUMPING (LIFT) STATION

E18.1 The wastewater pumping (lift) station equipment shall remain in service throughout the Work to the greatest extent possible to continue pumping wastewater to the wastewater treatment plant(s).

E18.2 Temporary shutdown of the wastewater pumping (lift) station will be allowed for the following work activities:

(a) Temporary electrical service shutdowns,

E18.3 There are two (2) wastewater lift pumps at the Jessie Lift Pumping Station. Where a shutdown of the lift pumps are required, only one (1) pump should be shutdown at a time while the other pump remains in service. The contractor shall have a backup power sourced available on-site during all planned shutdowns and provide staff to manually operate the pump as needed for the duration of the shutdown.

E18.4 Both wastewater lift pumps may be simultaneously shut down to perform the work if required, and upon the approval of the Contract Administrator. Note that up to 42 hours of available storage time may be available for shutting down both pumps. However, this duration is subject to unforeseen flow conditions (e.g. a water main break in the area, etc.).

E18.5 During any work that poses a potential risk for power disruptions at the lift station, the contractor shall have a backup power source available on-site capable of powering at minimum one (1) lift pump continuously. Should a power disruption occur the contractor shall provide staff to monitor and manually operate the pumps on temporary power until regular power can be restored.

E18.6 Sequence work such that a minimum amount of shut-down time at the Station is used for the above-mentioned activities.

E18.7 Prepare and submit shutdown plans a minimum of 48 hours prior to the proposed shutdown.

E18.8 All gate operation and other control relating to the wastewater process will be by the City.

E18.9 The allowable shutdown times for the Jessie Lift Station indicated herein are approximate and the Contractor must monitor the upstream system at all times to ensure the stored level of wastewater will not exceed the critical basement elevation.

E18.10 Schedule work activities requiring station shutdown to be done at night, if required by the Contract Administrator, when flow amounts are generally reduced, to maximize the amount of shutdown time available and reduce the risks associated with station shutdown.

E18.11 Schedule several work activities to be completed in the same shutdown where possible to minimize the number of station shutdowns.

E18.12 Water and Waste Department, Collection System personnel will be available to provide assistance to the Contractor for temporary shutdown of the wastewater pumping station to facilitate completion of the Work.

E18.13 There will be no charge to temporarily shutdown the wastewater pumping station for the work activity listed.

- E18.14 If an unreasonable number of station shutdowns are required to complete the same work activity due to the Contractor's method of operation, a fee of \$300.00 per hour for Collection System personnel may be charged to the Contractor and deducted from future Progress Payments.
- E18.15 The Contract Administrator reserves the right to cancel a planned station shutdown if in his opinion, flow conditions or the weather forecast would not allow for a shutdown of sufficient duration to complete the work activity. The Contractor shall reschedule the work activity to a more suitable time.
- E18.16 Consecutive back-to-back station shutdowns will not be allowed until the sewer system has returned to normal.

E19. EXISTING PUMPING STATION OPERATION DURING CONSTRUCTION

- E19.1 The facility related to the Work discharges wastewater to the river in the event of a high level condition in the sewer system. It is therefore critical to the residents of the surrounding area, as well as the City of Winnipeg. Under no condition shall any equipment associated with the station pumping be shut down without prior permission of the Contract Administrator.
- E19.2 The flood pumping equipment shall be put back into service on or prior to the critical stage date indicated in D21. Under no circumstance shall the flood pumping station be allowed to remain out of service after this date as the spring snow melt presents a risk of flooding basements in the area. The Contractor may not use payment of liquidated damages, as per D24.1, as a means to justify the failure of placing the flood pumping equipment in service by the date of the critical stage. If the new electrical and controls equipment will not be ready by the critical stage date then the Contractor will be required to provide temporary equipment at their own cost to place the flood pumps into operation. If automatic controls are not provided by the critical stage date then the Contractor will be required to man the station 24 hours per day and operate the pumps in manual as required, based on wet well level, until automatic operation is provided.
- E19.3 The existing Combined Sewer Overflow (CSO) equipment at the station shall remain in service to the greatest extent possible to allow the City to monitor wastewater overflows. Reconnection to the CSO panel is within the scope of the Work, and shall be scheduled and coordinated with the Contract Administrator to ensure minimum interruption to the CSO monitoring equipment.
- E19.4 The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.
- (a) No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.
- E19.5 In the Event that the Pump Station will be required to be Shut-down for some unknown reason, development of temporary by-pass pumping operations specifications will be required. The tender will include a requirement for the Contractor to submit details regarding how they plan to bypass the Jessie FPS if required. These details will be used to prepare an Operational Shutdown Summary (OSS) as per below:
- (a) The Consultant will be required to submit an OSS to WWD at least ten (10) working days prior to the Jessie FPS being shut down or taken offline. The Consultant will complete the OSS using information provided by the Contractor for their construction activities. The Jessie FPS will not be taken offline until the OSS has been approved by WWD.

APPENDIX A – HISTORICAL DRAWINGS
APPENDIX B – SHOP DRAWING SUBMITTAL LIST
APPENDIX C – INSTRUMENT LIST
APPENDIX D – HAZARDOUS MATERIAL ASSESSMENT REPORT
APPENDIX E – EXAMPLE COMMISSIONING CHECKLISTS