



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 465-2025**

**WINNIPEG TRANSIT – FORT ROUGE FACILITY HYDROGEN REFUELING  
STATION**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Site Investigation Due Diligence and Risk	1
D4. Definitions	1
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Accessible Customer Service Requirements	2
D8. Supplier Code of Conduct	3
D9. Unfair Labour Practices	3

#### Submissions

D10. Authority to Carry on Business	4
D11. Safe Work Plan	4
D12. Insurance	4
D13. Contract Security	5
D14. Subcontractor List	6
D15. Detailed Work Schedule	6

#### Schedule of Work

D16. Commencement	7
D17. Critical Stages	7
D18. Substantial Performance	8
D19. Total Performance	8
D20. Liquidated Damages	8
D21. Supply Chain Disruption Schedule Delays	8

#### Control of Work

D22. Job Meetings	9
-------------------	---

D23. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	9
D24. The Workplace Safety and Health Act (Manitoba) – Qualifications	9
<b>Invoices &amp; Measurement and Payment</b>	
D25. Measurement and Payment	9
<b>Final Payment</b>	
<b>Invoices</b>	
D26. Payment	11
<b>Warranty</b>	
D27. Warranty	11
<b>Dispute Resolution</b>	
D28. Dispute Resolution	12
<b>Indemnity</b>	
D29. Indemnity	13
<b>Third Party Agreements</b>	
D30. Funding and/or Contribution Agreement Obligations	13
Form J: Subcontractor List	17
Form L: Detailed Work Schedule	18

## **PART E - SPECIFICATIONS**

<b>General</b>	
E1. Applicable Specifications and Drawings	1
E2. Soils Investigation Report	2
E3. Hazardous Materials	2
E4. Site Remediation	2
E5. Cash Allowance for Additional Work	4
E6. Underground Structures Temporary Relocations	5
E7. Shop Drawings	5
E8. Mobilization and Demobilization	7

## **Appendix A Geotechnical Investigation for the Proposed Hydrogen Production and Dispensing Station Site to be Located at 421 Osborne St in Winnipeg, Manitoba**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Winnipeg Transit – Fort Rouge Facility Hydrogen Refueling Station

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 5, 2025.

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 at the Site at 421 Osborne Street, Winnipeg Manitoba, R3L 2A2 at 9:00 AM on July 24, 2025 to provide Bidders access to the Site.

B3.2 The Bidder is advised that:

- (a) Attendees for the site tour are encouraged to carpool due to limited visitor parking spots at the site
- (b) Site tour attendees are expected to bring proper Canadian Standards Association compliant personal protection equipment including, protective footwear and high-visibility vest;
- (c) Photography and video will be permitted on a limited basis under guidelines provided prior to site tour. Any individual not complying with such guidelines will be required to leave the site tour;
- (d) Site tour attendees will be expected to walk, during some portions of the site tour. No spaces defined as confined spaces will be examined or entered; and
- (e) All individuals participating must stay with the tour group during the entire site tour.

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

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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](http://www.merx.com).

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(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.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 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 D30. Any such costs shall be determined in accordance with D30.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to [this Work](#). In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Azolla Hydrogen, Product information.
- (b) M Block & Associates Ltd.

B11.3 Additional Material:

- (a) Geotechnical Investigation for the Proposed Hydrogen Production and Dispensing Station Site to be Located at 421 Osborne St in Winnipeg, Manitoba

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

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

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

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



additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

### **B13. QUALIFICATION**

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7).

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

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

B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

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

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B16. WITHDRAWAL OF BIDS**

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

## **B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(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.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

## **B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2025 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.5 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The work to be done under the Contract shall consist of the construction activities and tasks described under D2.2 and as shown on the construction contract drawings for the new hydrogen generation and dispensing station for heavy duty hydrogen fuel-cell buses (FCEBs).
- D2.2 The major components of the Work are as follows:
- (a) Civil works including site grading and drainage, new underground utilities and trenching, pavement repairs for any trenching and potable water supply.
  - (b) Structural works including piles, various hydrogen equipment pads and curbs, fencing and bollards.
  - (c) Electrical power for the hydrogen station system including relocation of existing electrical within station footprint, provision of new power and communication connections to the station from existing owner infrastructure.

#### D3. SITE INVESTIGATION DUE DILIGENCE AND RISK

- D3.1 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.

#### D4. DEFINITIONS

- D4.1 When used in this Tender:

- (a) **"Payment Certification"** means the Contract Administrator's statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor's Proper Invoice;
- (b) **"Proper Invoice"** means the definition within *The Builders' Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (c) **"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;
- (d) **"The Builders' Liens Act"** or **"the BLA"** means *The Builders' Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.
- (e) **"Site "** means the lands in, under or on, in which the Works is to be performed, and includes the;
  - (i) Winnipeg Transit garage located at 421 Osborne Street, Winnipeg Manitoba, R3L 2A2;
  - (ii) Winnipeg Transit employee parking lot "e", PayByPhone Location #204476;

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is KGS Group, represented by:

Lunide Milius-Alphonse  
Project Manager

Telephone No. 204 896-1209  
Email Address lmilius-alfonse@kgsgroup.com

- D5.2 At the pre-construction meeting, Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D6. CONTRACTOR'S SUPERVISOR**

- D6.1 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.

#### **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D7.1 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.

- D7.1.1 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.

- D7.1.2 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.

#### **D8. SUPPLIER CODE OF CONDUCT**

- D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

#### **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.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

### **D11. SAFE WORK PLAN**

- D11.1 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.
- D11.2 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>
- D11.3 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.

### **D12. INSURANCE**

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City and Manitoba and its Ministers, officers, employees and agents added as additional insureds. Such liability policy to also contain a cross-liability clause, sudden and accidental pollution liability with a one million dollar (\$1,000,000) sublimit, non-owned automobile liability, contractual liability, and products and completed operations cover, to remain in place at all times during the performance of the Work until twenty-four (24) months after Total Performance;
  - (b) automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) property insurance carrying adequate limits to cover all machinery, equipment, and if applicable, mobile offices and portable toilets that will be used and left on the site in the connection of the work that may be owned, rented, leased or borrowed.
  - (d) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D12.4 All Subcontractors performing work on the project shall provide the Contractor with evidence of insurance as outlined in Section D12.1(a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any Work by the Subcontractor.
- D12.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D12.6 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.

### **D13. CONTRACT SECURITY**

- D13.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
  - (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
  - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or
  - (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D13.1.1 Bonds are available at:
- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
    - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
    - (ii) Performance Bond – Schedule B – Surety's Acknowledgement  
<https://www.winnipeg.ca/media/4832/>
    - (iii) Performance Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4833/>
  - (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
    - (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>
    - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>
    - (iii) L&M Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4836/>
  - (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

- D13.1.2 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 D13.1.2(b).
- D13.1.3 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.
- D13.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D13.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or 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.
- D13.3 Where the Contract Security is provided in accordance with D13.1(a) and D13.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D13.1(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.

#### **D14. SUBCONTRACTOR LIST**

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

#### **D15. DETAILED WORK SCHEDULE**

- D15.1 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.
- D15.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;

all acceptable to the Contract Administrator.

D15.3 Further to D15.2(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) the minimum list of activities/tasks to be included in the, e.g., the commencement date, Substantial Performance and Total Performance dates, milestone dates for critical stages of the Work, interim milestone dates, etc.;

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D16.2 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 D10;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D11;
  - (iv) evidence of the insurance specified in D12;
  - (v) the contract security specified in D13;
  - (vi) the Subcontractor list specified in D14;
  - (vii) the detailed work schedule specified in D15;
  - (viii) the direct deposit application form specified in D25.
- (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.

D16.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D16.4 The City intends to award this Contract by **August 18, 2025**

D16.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D17. CRITICAL STAGES**

D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Installation of piles, concrete pads, and asphalt paving with the compound to be completed by **September 30, 2025**. Equipment pads construction must be completed before asphalt paving occurs.
- (b) Allow Azolla Hydrogen to access the site to install hydrogen equipment prior to proceeding with the installation of the bollards and the fencing (estimated duration of 3 to 5 business days).
- (c) Substantial Performance as listed in D18. All work must be completed within current construction season.
- (d) Total Performance as listed in D19.

- (e) Markups for record drawings must be received no later than one (1) month after Total Performance has been achieved.

**D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance by **October 31, 2025**.
- D18.2 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.
- D18.3 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.

**D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by **November 30, 2025**.
- D19.2 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.
- D19.3 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.

**D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City four hundred fifty dollars (\$450) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by the 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.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the 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.
- D21.3 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 ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D21.4 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 D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D17 to D19 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.
- D21.6 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.
- D21.7 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**

### **D22. JOB MEETINGS**

- D22.1 Regular bi-weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D23.1 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).

### **D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D24.1 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.

## **INVOICES & MEASUREMENT AND PAYMENT**

### **D25. MEASUREMENT AND PAYMENT**

- D25.1 C12.2 is deleted and replaced with the following:
- C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's

Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

D25.2 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 By the seventh (7) Calendar Day after the end of each month, the Contract Administrator shall issue to the Contractor a progress estimate indicating its opinion of the quantity and value of Work performed during the previous month. The Contractor may use the progress estimate to form part of its Proper Invoice as support of the type and quantity of Work performed. In the event the Contractor chooses to produce its own documentation of the type and quantity of Work performed to form part of its Proper Invoice, the content shall be in accordance with C12.2 and the format of such documentation should follow that of a typical progress estimate, including all evidence and records of measurement that the Contract Administrator would require to certify payment. In either event the Contractor shall include such supporting documentation as part of its invoice.

C12.8 If the Contractor agrees with the progress estimate provided by the Contract Administrator it should indicate that on its Proper Invoice. If the Contractor does not agree with the progress estimate provided by the Contract Administrator it should attempt to reconcile the discrepancy, which could result in a revised progress estimate to be provided by the Contract Administrator or a revised invoice by the Contractor, so that the progress estimate and the Proper Invoice align. In the event that the discrepancy is not reconciled then the Contractor should detail the items within the progress estimate that it disagrees with in order that the value on the Proper Invoice aligns with and is supported by the progress estimate with noted discrepancies.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.

C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.

C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

## FINAL PAYMENT

- C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
  - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

## INVOICES

D25.3 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at:  
<https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

## D26. PAYMENT

- D26.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)
- D26.2 Further to E5, no payment will be made for Cash Allowances other than as set out in E5.4.

## WARRANTY

### D27. WARRANTY

- D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D27.1.1 For the purpose of contract security, the warranty period shall be one (1) year.



D27.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D27.2.1 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**

### **D28. DISPUTE RESOLUTION**

D28.1 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 D28.

D28.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 The entire text of C21.5 is deleted, and amended to read:

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

D28.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.

D28.4.1 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.

D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D28.4.3 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.

D28.4.4 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 D28.4.3, 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

### D29. INDEMNITY

D29.1 Indemnity shall be as stated in C17.

D29.2 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.

D29.3 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

### D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D30.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D30.2 For the purposes of D30:

- (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.

D30.3 Indemnification By Contractor

D30.3.1 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.

- D30.3.2 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.

#### D30.4 Records Retention and Audits

- D30.4.1 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.

- D30.4.2 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 D30.4.1 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.

#### D30.5 Other Obligations

- D30.5.1 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.
- D30.5.2 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.
- D30.5.3 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.
- D30.5.4 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.

- D30.5.5 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.
- D30.5.6 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.
- D30.6 Records Retention and Audits
- D30.6.1 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.
- D30.6.2 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 D30.6.1 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.
- D30.7 Other Obligations
- D30.7.1 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.
- D30.7.2 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.
- D30.7.3 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.
- D30.7.4 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.
- D30.7.5 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.

D30.7.6        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.

(See D14)

## WINNIPEG TRANSIT – FORT ROUGE FACILITY HYDROGEN REFUELLING STATION

[illegible]

(See D15)

# WINNIPEG TRANSIT – FORT ROUGE FACILITY HYDROGEN REFUELLING STATION

[illegible]

## 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>Drawing No.</u>	<u>Drawing Name/Title</u>
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#### GENERAL DRAWINGS

465-2025-G00	COVER SHEET & DRAWING INDEX
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#### MUNICIPAL CIVIL DRAWINGS

465-2025-C0001	EXISTING SITE PLAN
465-2025-C0002	TOPOGRAPHIC SURVEY
465-2025-C0003	PROPOSED SITE SERVICING PLAN
465-2025-C0004	PROPOSED LOT GRADING PLAN
465-2025-C0005	DETAILS
465-2025-C0006	BUS TURNING MOVEMENTS

#### ELECTRICAL DRAWINGS

465-2025-E0000	LEGEND
465-2025-E0001	PARTIAL SINGLE LINE DIAGRAM
465-2025-E0002	SITE PLAN
465-2025-E0003	DETAILS
465-2025-E0004	SPECIFICATIONS - SHEET 1
465-2025-E0005	SPECIFICATIONS - SHEET 2

#### STRUCTURAL DRAWINGS

465-2025-S0000	GENERAL NOTES
465-2025-S0001	SITE PLAN
465-2025-S0002	GENERAL ARRANGEMENT PLAN
465-2025-S0003	FOUNDATION PLAN
465-2025-S0004	SECTIONS & DETAILS
465-2025-S0005	SECTIONS & DETAILS
465-2025-S0006	FENCE & BOLLARD DETAILS



## **E2. SOILS INVESTIGATION REPORT**

- E2.1 Further to C3.1, Geotechnical Investigation for the Proposed Hydrogen Production and Dispensing Station Site to be Located at 421 Osborne St in Winnipeg, Manitoba.

## **E3. HAZARDOUS MATERIALS**

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.
- E3.2 Except for Environmental Damage or Degradation, the Contractor shall be responsible for all testing and remediation of all hazardous materials that may be disturbed as part of the Works.

## **E4. SITE REMEDIATION**

- E4.1 Environmental Contamination
- (a) The Contractor shall collect, store and dispose off-site, in accordance with Applicable Law, all Hazardous Substances encountered during the execution of the Works, including material exposed during decommissioning.
- E4.2 Qualified Professional
- (a) The Contractor shall retain a qualified environmental consulting engineering firm to manage and oversee the Contractor's obligations under Section E4, including:
    - (i) conducting the investigations set out in Section E4.3 and any other required investigations of the Lands;
    - (ii) preparing any required plans (including the Remediation Management Plan), reports, permits, regulatory forms or documentation required to manage contaminated soil and groundwater; and
    - (iii) obtaining all applicable Permits, Licences and Approvals, including a Certificate of Compliance.
- E4.3 Site Conditions Investigation
- (a) The Contractor shall conduct environmental investigations, as deemed necessary, of the soil and groundwater in the Lands to:
    - (i) delineate the nature and extent of soil and groundwater contamination on the Lands;
    - (ii) identify soil concentration categories and volumes necessary for landfill disposal;
    - (iii) identify groundwater quality concentration categories and flow volumes necessary to obtain water disposal Permits, Licences and Approvals;
    - (iv) design, install and operate any required groundwater treatment works; and
    - (v) dispose of any contaminated soil.
- E4.4 Removal or Use of Fill Material
- (a) As part of its remediation of the Environmental Damage or Degradation:
    - (i) The Contractor shall excavate and remove all contaminated fill material from the Lands to facilitate construction; and
    - (ii) The Contractor may leave existing fill material in place at the Lands, or use existing fill material at the Lands, only if the Contractor has tested the fill material, confirmed that the fill material meets the applicable standards set out in Contaminated Site Remediation Regulation (Manitoba).
- E4.5 Remediation Requirements
- (a) The Contractor shall remediate all Environmental Damage or Degradation in accordance with the Remediation Plan as set out in Section E4.6 and the requirements of Applicable Law and Governmental Authorities. In undertaking such remediation, the Contractor shall:

- (i) remediate all contaminated soil and soil vapour to meet the applicable standards set out in the Contaminated Site Remediation Regulation (Manitoba) or load, transport away from the Lands and dispose of contaminated soil in accordance with Applicable Law;
- (ii) with respect to groundwater and surface water:
  - (i) remediate water to the applicable standards set out in the Contaminated Site Remediation Regulation (Manitoba) including applicable reporting, permitting, and monitoring;
  - (ii) take reasonable measures to prevent the ingress of water onto the Lands and treat contaminated water before disposal; and
  - (iii) monitor the effectiveness of such measures during construction and take corrective action if such monitoring shows the measures are not effective; and
- (iii) remediate to the applicable standards including applicable reporting, permitting, and monitoring other Hazardous Substances including:
  - (i) asbestos;
  - (ii) lead-based paint;
  - (iii) mercury switches;
  - (iv) used oil;
  - (v) used chemicals; and
  - (vi) polychlorinated biphenyls.

#### E4.6 Remediation Plan

- (a) The Contractor shall develop a comprehensive plan (the "Remediation Plan") that sets out the details for the Contractors' remediation of the Environmental Damage or Degradation and any contamination identified in the course of the investigations required under Section E4.3, including:
  - (i) remediation schedule;
  - (ii) design of remedial excavations, including area, depth and sequence;
  - (iii) excavation geotechnical stability;
  - (iv) soil disposal plan for safe disposal of all contaminated soil in accordance with Applicable Law;
  - (v) a groundwater management plan for: protecting uncontaminated groundwater and surface water; remediating contaminated groundwater and surface water; performing groundwater dewatering from excavations based on professional hydrogeological calculations; and measures that will be undertaken during construction to prevent the ingress of groundwater (including contaminated groundwater) onto the Lands from off site and the egress of groundwater (including contaminated groundwater) from the Lands to off site, together with supporting documentation including data from field investigations, reports, calculations, modelling and other activities consistent with good industry practice to demonstrate such measures will be effective; and
- (b) means and methods by which the Contractor will remediate Lands including remediation of:
  - (i) asbestos;
  - (ii) lead-based paint;
  - (iii) mercury switches;
  - (iv) used oil;
  - (v) used chemicals; and
  - (vi) polychlorinated biphenyls.

#### E4.7 Confirmation of Remediation Sampling

- (a) The Contractor shall conduct confirmation of remediation sampling and testing in conformance with the Contaminated Sites Remediation Regulation (Manitoba) and

“Technical Guidance” documents published by Manitoba Sustainable Development in respect of contaminated sites, including:

- (i) soil sampling of excavation sides and bottom;
- (ii) groundwater and surface water (including precipitation into open excavations in area of contaminated soil) sampling;
- (iii) soil vapour sampling; and
- (iv) sampling of other Hazardous Substances including:
  - (i) asbestos;
  - (ii) lead-based paint;
  - (iii) mercury switches;
  - (iv) used oil;
  - (v) used chemicals; and
  - (vi) polychlorinated biphenyls

**E4.8 Certificate of Compliance**

- (a) Promptly upon completion of the remediation and remediation sampling of the Lands, the Contractor shall apply for and obtain from Manitoba Sustainable Development a Certificate of Compliance, with conditions reasonably satisfactory to the City, that confirms that the Lands (including soil, groundwater, vapour, and Hazardous Substances) have been remediated to meet the standards required by the Remediation Management Plan and by Applicable Law for the construction, operation, use and occupation of the Infrastructure.

**E4.9 Cash Allowance for Site Remediation Works**

- (a) Site remediation shall be paid under the allocated Cash Allowance for Site Remediation Works item included on Form B: Prices and as required under E5. Only use the Cash Allowance amount to carry out all services required under E4. The Cash Allowance for Site Remediation Works shall be used in whole or in part for applicable work, materials, or services.
- (b) The Contractor shall include in his application of Progress Payment, the amount for any items properly incurred against the Cash Allowance for Site Remediation Works amount in the next or any subsequent Progress Payment, after such expense has been incurred. All documentation including a Change Order as applicable, shall be included to support the amount requested for payment from the Cash Allowance for Site Remediation Works amount.

**E5. CASH ALLOWANCE FOR ADDITIONAL WORK**

**E5.1** 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.

**E5.2** A cash allowance has been included on Form B: Prices.

**E5.3** 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.

**E5.4** 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.

**E5.5** 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.

E5.6 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.

E5.7 Material Mark-Up Factors:

- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
- (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
- (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
- (d) Where 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.
  - (ii) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

## **E6. UNDERGROUND STRUCTURES TEMPORARY RELOCATIONS**

E6.1 Further to C3.1,

- (a) It is the responsibility of the Contractor to locate all underground utilities in the vicinity of the Work and temporarily relocate as required for the proposed Construction methods.

## **E7. SHOP DRAWINGS**

E7.1 Description

- (a) This Specification shall revise, amend and supplement the requirements of CW1110.
  - (i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the work.
  - (ii) The Contractor shall submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be on all submissions for Engineering review.
- (b) Shop Drawings
  - (i) Original drawings are to be prepared by Contractor, Subcontractor, supplier, distributor, or manufacturer, which illustrate appropriate portion of work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
- (c) Contractor's Responsibilities
  - (i) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
  - (ii) Verify:
    - (i) Field Measurements
    - (ii) Field Construction criteria
    - (iii) Catalogue numbers and similar data

- (iii) Coordinate each submission with requirements of Work and Contract documents. Individual shop drawings will not be reviewed until all related drawings are available.
  - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract documents
  - (v) Responsibility for deviations in submission from requirements of Contract documents is not relieved by Contract Administrator's review of submission, unless the Contract Administrator gives written acceptance of specified deviations.
  - (vi) Responsibility for errors and omissions in submission is not relieved by the Contract Administrator's review of submittals.
  - (vii) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of shop drawings. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Contract Administrator on the previous submission.
  - (viii) After Contract Administrator's review and return of copies, distribute copies to sub-trades as required.
  - (ix) Maintain one (1) complete set of reviewed shop drawings, filed by specification section number, at the site of the work for use and reference of the Contract Administrator and Subcontractors.
- (d) Submission Requirements
- (i) Schedule submissions at least seven (7) calendar days before dates reviewed submissions will be needed and allow for a seven (7) calendar day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract documents.
  - (ii) Submit five (5) paper prints of shop drawings. The Contractor is advised that the Contract Administrator will retain three (3) copies of all submittals and return two (2) copies to the Contractor.
  - (iii) Accompany submissions with transmittal letter, containing:
    - (i) Date
    - (ii) Project title and Tender Number
    - (iii) Contractor's name and address
    - (iv) Number of each shop drawing, product data and sample submitted
    - (v) Specification Section, Title, Number and Clause
    - (vi) Drawing Number and Detail/ Section Number
    - (vii) Other pertinent data
  - (iv) Submission shall Include:
    - (i) Date and revision dates.
    - (ii) Project title and Tender number.
    - (iii) Name of:
      - (i) Contractor
      - (ii) Subcontractor
      - (iii) supplier
      - (iv) manufacturer
      - (v) separate detailer when pertinent
    - (iv) Identification of product of material.
    - (v) Relation to adjacent structure or materials.
    - (vi) Field dimensions clearly identified as such.
    - (vii) Specification section name, number and clause number or drawing number and detail/section number.
    - (viii) Applicable standards, such as CSA or CGSB numbers.
    - (ix) Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract documents.

(e) Other Considerations

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

E7.2 Measurements and Payment

- (i) Preparation and submittal of shop drawings shall be considered incidental to the Works of this Contract and no measurement or payment will be made for this item.

**E8. MOBILIZATION AND DEMOBILIZATION**

E8.1 Description

- E8.1.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Site, as specified herein.
- E8.1.2 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 hereinafter specified.

E8.2 Scope of Work

- E8.2.1 The Work under this Specification shall include but not be limited to:
  - (a) Mobilizing and demobilizing construction trailers.
  - (b) Supply and installation of protection measures for sensitive infrastructure at the Site.
  - (c) Utility locates.
  - (d) Restoration of existing facilities and other miscellaneous Site works.

E8.3 References

- E8.3.1 All related Specifications and reference Standards are in accordance with the most current issue or latest revision:
  - (a) City of Winnipeg's Specification CW-1120 (latest edition) – Existing Services, Utilities and Structures.
  - (b) City of Winnipeg's Specification CW-1130 (latest edition) – Site Requirements.

E8.4 Materials

- E8.4.1 The Contractor shall be responsible for the supply, safe storage, and handling of all Materials as set forth in this Specification or on the Drawings. All Materials are to be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
- E8.4.2 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.
- E8.4.3 This section also includes travel and accommodation, set-up, and demobilization of storage conveniences and other temporary facilities, construction plant, and other items not required to form part of the permanent Works and not covered by other prices.

E8.5 Equipment

- E8.5.1 All equipment shall be of a type acceptable to the Contract Administrator, shall conform to any requirements listed in these Specifications or on the Drawings for the type of Work being performed, and shall be kept in good working order.
- E8.6 Protection Measures for Sensitive Infrastructure
- E8.6.1 The Contractor shall be responsible for all costs that may be incurred for repair/rectification of any damage caused to the existing sensitive infrastructure as a result of the Contractor's operations, as determined by the Contract Administrator.
- E8.6.2 All materials and protection systems installed shall be removed as part of the final clean-up unless they are to form a part of the permanent Work.
- E8.7 Quality Control
- E8.7.1 Inspection
- (a) All workmanship and all Materials furnished and supplied under this Specification or on the Drawings are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of Materials through to final acceptance of the specified Work.
  - (b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given.
  - (c) The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of this Specification.
- E8.8 Access
- (a) The Contractor shall always allow the Contract Administrator free access to all parts of the Work. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.
- E8.9 Measurement and Payment
- E8.9.1 Mobilization and demobilization will not be measured and will be paid for at the Contract lump sum price for **Item No. 1 "Mobilization/Demobilization, of Form B: Prices"** which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification or on the Drawings and accepted by the Contract Administrator.
- E8.9.2 Mobilization and demobilization will be paid for as a percentage of the Contract lump sum price for **Item No. 1 – "Mobilization/Demobilization" of Form B: Prices** measured as specified herein. These percentages shall be as follows:
- (a) 40% when the Contract Administrator is satisfied that construction has commenced.
  - (b) 40% at Substantial Performance.
  - (c) 20% at Total Performance.