



63-2025B ADDENDUM 3

CONSTRUCTION OF NEW SOUTH WINNIPEG RECREATION CAMPUS PHASE 1

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
BID/PROPOSAL**

ISSUED: January 21, 2026
BY: Liane Wychreschuk
TELEPHONE NO. 204 515-0780 x 404

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID/PROPOSAL AND SHALL FORM
A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2024-02-01

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

Add: B19.2.2. As noted in D2 and identified in Form B: Prices, the Work of all items listed on Form B will be contingent upon sufficient funding for the Work. If sufficient funding for any one Part of the Work, as Part is described in D2, is not approved by a funding partner, the City shall have the right to eliminate all or any portion of the Work prior to the award of the Contract.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D17.2 to read: The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same. Without diminishing the Contractor's obligations or the City's powers anywhere else in this Contract, the Liquidated Damages represent the City's sole financial remedy for delays in the Contractor's achievement of Substantial Performance or Total Performance under this Contract and shall not exceed the sum of \$1,500.00 per Calendar Day of delay.

Delete: D17.3

Add: D24.2 C17.2 is deleted and replaced with the following:

C17.2 The limits set out in C17.1 shall be exclusive of any insurance proceeds received or which will be received pursuant to policies maintained in accordance with this Contract, but shall not include proceeds from insurance policies placed by the Contractor that exceed the minimum requirements specified under this Contract, or which would have been received if the Contractor had complied with its obligation to insure under this Contract or the terms of any policy of insurance required under this Contract each in the "not less than" value as set out in the Contract; and shall not apply in cases of gross negligence or wilful misconduct.

PART E – SPECIFICATIONS

E1 APPLICABLE SPECIFICATIONS AND DRAWINGS

Add: 23 82 19 Fan Coil Units
A055 Miscellaneous Metals Schedule

DRAWINGS

Replace: 63-2025B _Drawing_L1.00-R0 with 63-2025B_Addendum_3-Drawing_L1.00-R1
63-2025B _Drawing_L2.00-R0 with 63-2025B_Addendum_3-Drawing_L2.00-R1
63-2025B _Drawing_L2.01-R0 with 63-2025B_Addendum_3-Drawing_L2.01-R1
63-2025B _Drawing_L5.00-R0 with 63-2025B_Addendum_3-Drawing_L5.00-R1
63-2025B _Drawing_A000-R0 with 63-2025B_Addendum_3-Drawing_A000-R1
63-2025B _Drawing_A111-R0 with 63-2025B_Addendum_3-Drawing_A111-R1
63-2025B _Drawing_A116-R0 with 63-2025B_Addendum_3-Drawing_A116-R1
63-2025B _Drawing_A120-R0 with 63-2025B_Addendum_3-Drawing_A120-R1
63-2025B _Drawing_A211-R0 with 63-2025B_Addendum_3-Drawing_A211-R1
63-2025B _Drawing_A222-R0 with 63-2025B_Addendum_3-Drawing_A222-R1
63-2025B _Drawing_A351-R0 with 63-2025B_Addendum_3-Drawing_A351-R1
63-2025B _Drawing_A700-R0 with 63-2025B_Addendum_3-Drawing_A700-R1
63-2025B _Drawing_A701-R0 with 63-2025B_Addendum_3-Drawing_A701-R1
63-2025B _Drawing_A702-R0 with 63-2025B_Addendum_3-Drawing_A702-R1
63-2025B _Drawing_A703-R0 with 63-2025B_Addendum_3-Drawing_A703-R1
63-2025B _Drawing_A850-R0 with 63-2025B_Addendum_3-Drawing_A850-R1
63-2025B _Drawing_S221-R0 with 63-2025B_Addendum_3-Drawing_S221-R1
63-2025B _Drawing_S223-R0 with 63-2025B_Addendum_3-Drawing_S223-R1
63-2025B _Drawing_S412-R0 with 63-2025B_Addendum_3-Drawing_S412-R1
63-2025B _Drawing_M004-R0 with 63-2025B_Addendum_3-Drawing_M004-R1
63-2025B _Drawing_M200-R0 with 63-2025B_Addendum_3-Drawing_M200-R1
63-2025B _Drawing_M202-R0 with 63-2025B_Addendum_3-Drawing_M202-R1
63-2025B _Drawing_M501-R0 with 63-2025B_Addendum_3-Drawing_M501-R1
63-2025B _Drawing_M502-R0 with 63-2025B_Addendum_3-Drawing_M502-R1
63-2025B _Drawing_M511-R0 with 63-2025B_Addendum_3-Drawing_M511-R1
63-2025B _Drawing_M512-R0 with 63-2025B_Addendum_3-Drawing_M512-R1
63-2025B _Drawing_E002-R0 with 63-2025B_Addendum_3-Drawing_E002-R1
63-2025B _Drawing_E100-R0 with 63-2025B_Addendum_3-Drawing_E100-R1
63-2025B _Drawing_E511-R0 with 63-2025B_Addendum_3-Drawing_E511-R1
63-2025B _Drawing_E702-R0 with 63-2025B_Addendum_3-Drawing_E702-R1
63-2025B _Drawing_E800-R0 with 63-2025B_Addendum_3-Drawing_E800-R1

63-2025B _Drawing_E810-R0 with 63-2025B_Addendum_3-Drawing_E810-R1

Add: 63-2025B _Addendum_3-Drawing_A055-R0

NMS SPECIFICATIONS

Section 01 52 00 Temporary Facilities

Revise: 1.10.1.4. to read: Sign shall be professionally finished from digital image file of signage graphics provided by Contract Administrator.

Section 01 57 00 Temporary Controls

Revise: 1.4.2. to read: Provide, to the satisfaction of the Contract Administrator, 24-hour security monitoring with coverage to all areas of the Site by a system employing live/real-time remote surveillance, HD video capture and recording, active intrusion alarm and voice warning, and security personnel/law enforcement dispatch capabilities.

Section 10 28 00 Washroom and Janitor Accessories

Revise: 2.2.2.2.1. to read: WA1.2, WA 1.3, WA1.8 straight, dimensions as indicated on Drawings: Bobrick 'B-6806'.

Revise: 2.2.2.2.3. to read: WA1.4, WA1.6, L-shaped: Bobrick 'B-5898'.

Section 10 56 14 Metal Storage Shelving

Add: 2.3.1.4. Location: Allow for 1 unit per Custodial room in Rec Centre and Child Care Centre. Each unit to have 6 shelves.

Section 20 05 48 Vibration and Noise Control

Add: 2.5 to read: Silencers is a performance based specification. Vibro Acoustics is an acceptable equal, must meet or exceed specified performance and specifications.

Section 21 11 19 Fire Department Connection

Revise: 2.1.1. to read: Fire Department connection: National Fire Equipment or Wilson and Cousins, either 100 mm (4 in.) or 150 mm (6 in.) size to suit connected piping. Provide Storz type connection to suit City of Winnipeg. Connections shall be complete with caps, chained to body. All exposed parts shall be polished and chrome plated bronze.

Revise: 2.1.2. to read: Wall Fire Department connection: National Fire Equipment Model 245 Storz type with wording as specified below, cast into face plate.

Section 21 13 00 Sprinkler Systems

Remove: 2.1.20.

Revise: 3.1.4. to read: Provide listed sprinkler head guards on all heads in the Child Care and Rec Centre IT Rooms, in the Triple Gym, Running Track, and Fitness Centre, where shown on Architectural drawings, and where required by NFPA 13.

Section 22 42 00 Fixtures and Trim

Revise: R-L-1 to include offset p-trap and insulated drainage

Delete: R-L-4, R-L-5, R-L-6

Revise: R-SH-1 and R-SH-2 to remove trench drain

Replace 22 42 00 with 63-2025B_Addendum_3-NMS_Section-#224200R1

Section 23 25 13 Heating System Chemical Treatment

Remove: 1.3.

Section 23 25 26 Cleaning and Filling

Revise: 2.1.5. to read: Add to list of acceptable manufacturers Axiom (Glycol make-up package). Must meet or exceed specified performance and specifications.

Section 23 31 13 Ductwork and Specialties

Revise: 2.1.6.1. to read: Add to list of acceptable manufacturers Fire Dampers: Nailor. Combination Smoke/Fire Dampers: Nailor. Motorized Dampers: Alumavent. Must meet or exceed specified performance and specifications.

Section 23 52 16 Condensing Boilers

Revise: 2.1.1.2.1. to read: Add to list of acceptable manufacturers Raypak and Reillo. Must meet or exceed specified performance and specifications.

Section 23 63 13 Air Cooled Condensing Units

This is a performance based specification; Engineered Air CU Series is an acceptable equal, must meet or exceed specified performance and specifications.

Section 23 73 23 Air Plant Composition Schedule

Revise: 2.1.2. Add to list of acceptable manufacturers for child care crawlspace make-up air unit Captive Air. Must meet or exceed specified performance and specifications.

Section 23 81 43 Modular Packages Air-to-Water Heat Pumps

Revise: 2.1 to read: NOT USED

Revise: 2.1.2. to read: Add to list of acceptable manufacturers Clivant and Swegon. Must meet or exceed specified performance and specifications.

Section 23 82 16 Coils

Revise: 2.1.1. to read: Add to list of acceptable manufacturers Nailor and Precision Coils. Must meet or exceed specified performance specifications.

Section 23 82 19 Fan Coil Units

Add 63-2025B_Addendum_3-NMS_Section-#238219R0

Revise: 2.2.1. to read: Add to list of acceptable manufacturers IEC. Must meet or exceed specified performance and specifications.

Section 23 84 13 Humidifiers

This is a performance based specification; Pure Humidifier is an acceptable equal, must meet or exceed specified performance and specifications.

Section 31 61 00 Pile Foundations

Replace 31 61 00 with 63-2025B_Addendum_3-NMS_Section-#316100R1

Section 32 11 23 Aggregate Base Course

Add: 2.1.1.2 Base course and backfill material around and below soil cells to be granular A base granite material only to CW 3110-R22.

Section 32 17 26 Tactile Warning Surfacing

Add: 1.3. Submittals:

.1 Product Data: Submit manufacturer's literature describing products, installation and maintenance.

.2 Shop Drawings: Submit the Standard Manufacturer Shop Drawings showing all pertinent characteristics of the Cast In-Place Detectable Warning Surface Panels and Radius Panels including profile, panel surface profile, plans of panel placement including joints, and material to be used as well as outlining installation materials and procedures.

Revise: 2.2.1.1.1. to read: 2'x 4' (610 x 1220mm) ADA Cast in Place (yellow) and ADA Cast in Place Radius Tactile (610 x Varies as per Radii) available from: Brock White Canada; 879 Keewatin Street, Winnipeg, Manitoba, Ph. 204.479.8089

Revise: 2.2.1.1.3. to read: Truncated domes on detectable warning surface tiles shall be in accordance with ADA Accessibility Guidelines (ADAAG) and the City of Winnipeg Accessibility Standards.

Add: 2.2.1.1.4. Contractor to refer to the Radius Panel Calculator provided by the supplier for the Radius Tactile located along the drop-off area near the Child care entry.

Section 32 33 00 Site Furnishings

Add: 1.7 Mock-ups:
.1 Provide picnic table mock-up with layout and required spacing as per CWADS and noted dimensions in Landscape Drawings for review and subject to approval prior to anchoring in place.

Revise: 2.1.1.4. to read: Picnic Tables in central area of plaza
.1 Product:
Vroom Backless Bench Straight End (Model 607), with custom height (max. 500mm) as per City of Winnipeg Accessibility Standards*, Qty. 6 (or approved equal)
Vroom Backless Bench Straight End, 915mm Custom length and height as per City of Winnipeg Accessibility Standards*, Qty. 2 (or approved equal)

Vroom Table 636, 1688mm long, Width and Height as per City of Winnipeg Accessibility Standards, Qty. 4 (or approved equal)
Picnic Table and bench dimensions to be verified with the requirements of the City of Winnipeg Accessibility Standards.
Quantities and dimensions above to be verified with Landscape Drawings.
Material: Galvanized and Powder coated steel (Colour TBC). Linseed oil proofed Nordic pine slats
Spare Parts: Qty. 18 – Wood Slats (table)
Qty. 40 – Wood Slats (bench)
Mounting: Surface mounted to concrete paving with tamper-proof hardware.
Contact: Vestre Emmanuelle Bourlier, E. emmanuelle@vestre.com, P. (310) 650-6769

Revise: 2.1.1.6. to read: Tree Grate and Guards:
.1 Product:
Jamison 2000 Tree Grate (or approved equal). Any Street Tree Guard with custom laser cut patterning, as noted on Drawings.(or approved equal). Refer to Landscape Drawings.
Material: Tree Grate - Iron Rust Converter
Tree Guard – to match tree grates
Size: Tree Grate – 2438mm x 2438mm Easy Knockout
Tree Guard – 1524mm height
Contact: Makr Group, Cael Sullivan, E. Cael.Sullivan@makrgroup.com, P. 604 940 0067 ext. 210

QUESTIONS AND ANSWERS

Q1: Could you please confirm whether a Professional Fire Engineer is considered qualified to provide Integrated Testing Coordinator (ITC) services under Section 01 91 26, Item 1.4, which states that ITC services shall be provided by a CAN/ULC-S1001 certified firm or individual.

Specifically, would a Professional Engineer be deemed acceptable where the Engineer demonstrates knowledge and understanding of the following:

- A. The codes and standards regulating the design and installation of fire protection and life safety systems;
- B. The operation of individual and integrated life safety systems under both normal and emergency conditions; and
- C. The methods for validating the intended functionality of integrated fire protection and life safety systems.

As referenced in the attached City of Winnipeg Information Bulletin, a Professional Engineer with appropriate life safety knowledge and experience is permitted to serve as the ITC. Based on this guidance, we have not pursued separate ULC certification.

We would appreciate confirmation that this qualification is acceptable and aligns with the intent of the project specification.

A1: Based on the City of Winnipeg Information Bulletin - Implementation of CAN/ULC-S1001, dated February 29, 2024, an Integrated Testing Coordinator can be a design professional skilled in the area of work concerned (ie. the design, installation,

Q2: Spec Section 01 11 00 Sub Section 1.4.3 is misleading regarding the building permit cost. Please confirm if the General Contractor is to carry the cost of the building permit in the bid price.

A2: Confirmed that the Contractor is required to carry the cost of the Development and Building Permit within their bid price.

Q3: Regarding the Cash Allowances as defined under note 1.2.8 of Section 01 21 00: a) Is there any signage that this cash allowance doesn't cover? I.e. the signage shown on the landscaping drawings?

A3: All signage described and detailed in Contract Documents to be included in bid price. Cash allowance for signage to be utilized for future signage tender which is currently not described in Contract Documents.

Q4: Regarding the Cash Allowances as defined under note 1.2.8 of Section 01 21 00: b) Referring to 01 52 00, 1.1 Signs and Notices; b1) Is this to be paid for under the Cash Allowances? b2) If not, Note 1 indicates that the Contractor is to design the Project sign while note 4 states that a design will be provided by the consultant. Please clarify.

A4: All signage described and detailed in Contract Documents to be included in bid price. Cash allowance for signage to be utilized for future signage tender which is currently not described in Contract Documents.

Q5: Regarding the Cash Allowances as defined under note 1.2.8 of Section 01 21 00: d) Please define what is included under the "Physical Access Control" cash allowance? Does this include the work outlined under specification section 11 14 13 - Pedestrian Control Systems?

A5: The Physical Access Control Allowance is a provision for the future work of keying door hardware per Client requirement. Work described in Spec Section 11 14 13 Pedestrian Control Systems to be included.

Q6: Regarding 3.2 Load Tests as noted under Section 31 61 00: Please specify if the load tests are to be dynamic or static. If they are to be static, please confirm if the resistance factor can be increased to 0.6

A6: If dynamic testing is performed on 2% of piles, a 0.5 resistance factor may be used.

Q7: With respect to Clause 3.2 of Section 31 61 00, it is unreasonable to make the Contractor responsible for the design and capacity of the piles. It is the Engineer of Record's responsibility to ensure that the design of the structure is adequate. This includes the selection of the pile types and assumptions of the capacity of the selected piles. It is agreed, that the Contractor can play a role in confirming the capacity of the piles via the performance of load tests as indicated. However, any changes that result in the performance of these load test are the responsibility of the Owner, not the Contractor and should result in a change order to accommodate the costs to make changes from the bid documents. Additionally, the Contractor should only be responsible to conduct the explicitly stated number of load tests. If the Owner requires additional load tests they should be paid for at an as bid unit rate.

A7: Engineer of Record has designed the structure above the piles, included pile caps, grade beams and pilasters based on the pile capacities and sizing in the geotechnical report. The assumed location and size and spacing of the piles is shown on the structural drawings. Pile spacing and cap design was performed based on 0.4 resistance factor. Design of the piles themselves to meet the noted capacities is delegated to the contractor. For the 0.4 resistance factor noted on the drawings, no testing is required provided piles are installed as per all the recommendations in the geotechnical report.

Q8: Refer to Detail 10/S400. Would it be acceptable to have a pour break within the pile cap at the underside of slab elevation or is the intent to place these pile caps monolithically with the slab? If the latter, is the consultant aware and in acceptance that the pile cap formwork will need to be abandoned in place? Would the consultant consider changing the pile caps to a round design (i.e. 750mm round pile cap in-lieu of the 600x600 square pile cap)?

A8: Intention is to place slab monolithically. A 750mm round pile cap would be acceptable. A pour break within the pile cap can be considered in the construction phase but may require modification to the depth and reinforcement of the pile cap.

Q9: I happened to notice the South Winnipeg Recreation Campus Phase 1 project Construct Connect and wanted to introduce you to our ACO QuARTz shower drain product. As you'll see, our QuARTz channel and grate are 304 Stainless Steel. We have a broad selection of grates to match the channel, and the channels can be selected as either center, or end outlet to connect to the cast iron or PVC flange. We also manufacture a stainless-steel strainer if that is a desired option. It would be against this item, tagged R-SH-1 & R-SH-2. Let me know your initial thoughts. I will refer to the Tender docs for substitution.

A9: The plumbing fixture package has been clarified in Addendum 3. Trench drains have been removed from the package for shower drains.

Q10: Sprinkler system zoning. Drawing M501, M502 & M200. The zone delineation on the plans is not very clear. There are 3 wet zones requested to provide protection for Level 1 from M200, but the labels just state "Zone-REC Centre Level 1 – Light Hazard Wet". Can we get the requested zones labeled on M501 & M502, to correspond with the schematic drawing zones named on M200. Zone A, Zone B etc?

A10: This is clarified in Addendum 3. Zone tags have been clarified.

Q11: Further to above RFI, Dwg M200 shows zone 'Level 1 Elec/Waste Management zone wet', on the plans that area is identified as a dry zone ordinary hazard group 2. Please clarify.

A11: This is clarified in Addendum 3. Zone in question will be wet.

Q12: Dwg M501 zone note near grid line 14/V should refer to level 1. Currently states to serve Level 2.

A12: This is clarified in Addendum 3. This is Level 1 protection.

Q13: Domestic incoming water isolation valves prior to the backflows are not shown. Can we get a detail that shows the valve and the responsible trade for providing it?

A13: Refer to Detail 2 on M006. For additional information refer to City of Winnipeg Water Meter Detail SD-027.

Q14: Noticed that both incoming water entry rooms are to provide dry sprinkler protection inside. All the wet sprinkler piping feeding the buildings is to be fed from these rooms. Are we to assume the sprinkler headers will be adequately heated to prevent freeze ups? Will we need heat tracing on wet piping in these areas?

A14: This is clarified in Addendum 3. Zone in question will be wet, heat trace is not required on these sprinkler pipes.

Q15: Spec 21 11 19 – Fire Department Connections. Requests a Siamese style connection? City of Winnipeg uses the Storz style connection typically for all new builds, can we get confirmation of the type to be used.

A15: Storz style connection is acceptable to follow what is typical in Winnipeg for new construction. This is clarified in Addendum 3.

Q16: Spec 21 13 00 – 2.1.20 mentions sprinkler zone cabinets. Are these required? All zones are to be centralized in sprinkler rooms.

A16: Sprinkler zone cabinets are not required; all zones are to be centralized in the sprinkler room.

Q17: Spec 21 13 00 – 3.1.4 states 'provide listed sprinkler guards for all heads where required'. Can we get some more specific areas identified for head cage protection?

A17: At Triple Gym 180, Running Track 210, Fitness Centre 207, Sprinkler guards shall be installed at all exposed sprinkler heads. Refer to Mechanical Specifications and NFPA Requirements for sprinkler head guard requirements in all other spaces. Refer to revised drawings issued in Addendum 3.

Q18: KGS recommended GRF = 0.40 and the structural drawings specified the same as it referenced KGS's soils report. 0.40 GRF usually do not require any testing, 0.50 usually requires PDA with CAPWAP, and 0.60 usually requires static load test. Please verify if load tests are required for this project as specified in Section 31 61 00 and whether it is a PDA with CAPWAP or Static Load Test.

A18: If dynamic testing is performed on 2% of piles, a 0.5 resistance factor may be used. For the 0.4 resistance factor noted on the drawings, no testing is required provided piles are installed as per all the recommendations in the geotechnical report. Pile size, quantity and spacing, grade beam and cap design were performed based on 0.4 resistance factor.

Q19: In our package we are indicating how our exterior rigid insulation with built in furring can eliminate the thermal clips and z-girts while exceeding the basis of design performance. By eliminating these materials and labour we offer 40% labour savings and 30% material savings. Also, we are a Canadian Manufacturer based out of Winnipeg Manitoba that offers zero lead times on our products. In our proposal we indicate our proposed assembly, effective R-values and visual renderings illustrating how we simplify the wall assemblies. Please note, for EW7, the basis of design has a black-finished face semi-rigid insulation as the cladding panel is perforated. To accommodate this detail, we would recommend installing a black building paper overtop of QT to ensure the background of the perforations is black. Or leave that portion of the wall as is.

A19: Product is not accepted. Product is closed-cell expanded polystyrene (EPS) core and not equivalent to the semi-rigid mineral-fibre insulation included in project specifications. Product exceeds flame spread rating of current basis-of-design.

Q20: I'm reaching out regarding a request for products to be approved as alternates for the above project. Specifically, we would like to request approval for the RootSpace soil cell and our tree grate, the Clyde, as alternatives to the US-manufactured Jamison. Both the RootSpace Soil cells and Tree grates are Canadian-manufactured.

A20: Tree grate not accepted. Product dimensions are smaller than the specified product. Tree guard not accepted. Product dimensions and overall design intent are different than the specified product.

Q21: Regarding the metal storage shelving specified in 10 56 14 there is no indication on the number of shelves required per shelving unit. Also its unclear on the drawings the total quantity of the shelves per custodial room or closet. Please clarify.

A21: Allow 1 unit per custodial room; 2 custodial rooms in Recreation Centre, 2 custodial rooms in Child care Centre, each unit includes 6 shelves. Refer to modifications to Spec Section 10 56 14 issued in Addendum 3.

Q22: On Drawing A111 second floor plan intumescent coating IFRM is tagged on 4 columns along Gridline D. Is this a typo as it doesn't match what is mentioned on the column & cross bracing fireproofing legend shown on Drawing A041 for 2nd floor steel.

A22: Agree. Tags on A111 to be deleted in Addendum 3. Refer to revised drawing issued in Addendum 3.

Q23: Various requests for equals relative to mechanical items as listed below in A25. In general, we would accept the manufacturer if noted as an approved equal. Because of the wide ranges of products and options available from each manufacturer, it is the responsibility of each supplier to ensure that the items quoted meet or exceed the standards of the specified product. This includes such areas as appearance, size, weight, performance, motor horsepower, noise generation, efficiency and options. As part of the shop drawing submission, a compliance check must be submitted outlining the differences from the basis of design unit. The manufacturer, if successful, shall be required to meet all requirements of the projects' General Conditions. Products not meeting all specified standards will not be acceptable and will be rejected at the shop drawing stage

A23: List of Mechanical requests for equal: (All changes listed in NMS Specifications in Addendum 3 above)

- a) Condensing Unit: Engineered Air CU series is an acceptable equal, must meet or exceed specified performance and specifications.
- b) Modular Packaged Air-to-Water Heat Pumps: Clivant and Swegon are acceptable equals, must meet or exceed specified performance and specifications.
- c) Fan Coils: Daikin/ is an acceptable equal, must meet or exceed specified performance and specifications.

- d) Coils: Daikin/Nailor and Precision Coils are acceptable equals, must meet or exceed specified performance and specifications.
- e) Boilers: Raypak and Reillo are acceptable equals, must meet or exceed specified performance and specifications.
- f) Glycol Make Up Package: Axiom is an acceptable equal, must meet or exceed specified performance and specifications.
- g) Flexible Pipe Connectors: Hydroflex is an acceptable equal, must meet or exceed specified performance and specifications.
- h) Fire Dampers: Nailor is an acceptable equal, must meet or exceed specified performance and specifications.
- i) Combination Smoke/Fire Dampers: Nailor is an acceptable equal, must meet or exceed specified performance and specifications.
- j) Motorized Dampers: Alumavent is an acceptable equal, must meet or exceed specified performance and specifications.
- k) Fan: Captive Air is an acceptable equal, must meet or exceed specified performance and specifications.
- l) Silencers: Vibro Acoustics is an acceptable equal, must meet or exceed specified performance and specifications.
- m) Pumps: Taco is an acceptable equal, must meet or exceed specified performance and specifications.
- n) Humidifier: PURE Humidifier is an acceptable equal, must meet or exceed specified performance and specifications.

Q24: In C16 Force Majeure, currently the clause as written does not include a diverse and extensive list of triggering events for force majeure. The clause specifies strikes, lockouts or an act of God only. It does however have broad catch all language. Recommend the clause be revised to add the following list of triggering events:

- Abnormally adverse weather
- Natural disasters
- Fires
- Explosions
- Epidemics/pandemics
- Sabotage
- Wars, terrorism, riots
- Criminal actions and/or civil disturbances
- Protests
- Supply chain disruptions
- Loss, damage or delay in long lead items

A24: The City does not believe a change is required to this section as it is already of general applicability. Additionally, C7 (Changes in Work) may be applicable to certain items on this list.

Q25: In C18.1 Events of Default & C19.3, Although the Prompt Payment regime within the Builders' Lien Act applies which requires the City to pay within 28 days from receipt of Proper Invoice, there is still a requirement to remove liens from title prior to being paid in the clause. As such we request that the requirement to remove liens is contingent upon having received payment from the City for the work.

Recommend C18.1 (g) & (h) be revised to the following:

- (g) fails to make prompt payment to their Subcontractors, their employees or on account of the purchase or rental of Plant or Material, provided the City has made payment for the work; or
- (h) fails to promptly secure a discharge of a claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act, provided the City has made payment for the work; or

Recommend C19.1 (b) be revised to the following:

- (b) secure the discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act, provided the City has made payment for the work.

A25: Prompt Payment legislation already subjects the City to a payment obligation.

Q26: In C15 Assignment, Owner appears free to assign the contract to other entities without Contractor's consent.

Recommend C15.1 be revised to the following:

Neither party shall not assign the Contract or any payments thereunder without the prior consent of the other party.

A26: The City has never assigned a project of this value and categorization to a third party. As such the City does not believe the addition requested is necessary.

Q27: C24 Third Party Agreements, please advise if 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.

A27: Yes, there is both provincial and federal funding involved in the Work of the Contract.

Q28: C6.40 Records, Project is lump sum and Owner should not have right to audit records that relate to build up of rates and profits. The contract otherwise grants broad rights to inspect virtually all cost information, which could be viewed as an expansive and potentially burdensome audit obligation for the Contractor and the Subcontractors.

Recommend C6.40 be revised to the following:

Notwithstanding anything in the Contract, the Owner shall have no right to audit the Contractor's books, records, or documents related to make up of lump sum work or the build up of fixed rates. This exclusion applies to all fixed prices, unit prices, and other fixed rates.

A28: The City will decline the recommended revision to C6.40 as the third party funding agreements require that the City flow through an audit.