



THE CITY OF WINNIPEG

TENDER

TENDER NO. 206-2026

**SUPPLY AND INSTALLATION OF TWO (2) CUSTOMER SERVICED TERMINATION
ENCLOSURES (CSTE) FOR THE BIOSOLIDS AND NUTRIENT REMOVAL
FACILITIES PROJECTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Supply and Installation of Two (2) Customer Serviced Termination Enclosures (CSTE) for the Biosolids and Nutrient Removal Facilities Projects

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 23, 2026.
- 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 8:30 AM on March 18, 2026 to provide Bidders access to the Site. Pre registration is required for Site visit. Submit request to the Contract Administrator email as listed in D4.1
- B3.2 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.
- B3.3 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 D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any

way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

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

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

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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 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 SUBMISSION

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.

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 its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- 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) N/A.

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

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

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and

conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D5).
- B13.4 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available

<https://accessibilitymb.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.

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

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

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

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

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 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 until a Contract for the Work has been duly executed and the contract security have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty at any time 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 therefrom (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 will 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.

B17.5 This Contract will be awarded as a whole.

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 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

B18.4 Further to Paragraph 6 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, 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 supply and installation of the two (2) Customer Service Termination Enclosures (CSTE), including the required mounting structure, and complete all associated civil works for both locations in accordance with the referenced specifications and drawings.

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

- (a) Provide and install two (2) CSTEs.
- (b) Provide and install two (2) mounting structures to support CSTE mounting.
- (c) Provide and complete all civil related work for both CSTE locations.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **"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;
- (b) **"CSTE"** means Customer Serviced Termination Enclosure.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM, represented by:

Saro Boghosian, P.Eng
EI&C Department Manager, Prairies
Telephone No. 14312943473
Email Address. saroboghosian@aecom.com

D4.2 Before commencement of Work, Saro Boghosian, P.Eng will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 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.

- D5.1.1 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.
- D5.1.2 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.

D6. SUPPLIER CODE OF CONDUCT

- D6.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D6.2 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.
- D6.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D7. UNFAIR LABOUR PRACTICES

- D7.1 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.
- D7.2 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.
- D7.3 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.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C16.
- D7.5 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.

- D7.5.1 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.
- D7.5.2 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 D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. CONTRACT SECURITY

- D10.1 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; or
 - (b) 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
 - (c) 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.
- D10.1.1 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) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

D10.1.2 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 D10.1.2(b).

D10.1.3 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.

D10.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D10.1.5 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.

D10.2 The Contractor shall provide the Contract Administrator identified in D4 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12. EQUIPMENT LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.18;
 - (iii) the contract security specified in D10;
 - (iv) the Subcontractor list specified in D11;
 - (v) the equipment list specified in D12;
 - (vi) the direct deposit application form specified in D22.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall not commence the Work on the Site before April 10, 2026.

D14. DELIVERY

- D14.1 Goods for the first CSTE (Biosolids Facility) shall be delivered by June 8, 2026, f.o.b. destination, freight prepaid to:
Parcel B
2700 Ferrier ST, Winnipeg MB, R2V 4P6
- (a) Delivery and installation for this location must be complete no later than July 1, 2026.
- D14.2 Goods for the second CSTE (Nutrient Removal Facility) shall be delivered by August 8, 2026, f.o.b. destination, freight prepaid to:
Parcel A
2399 Main ST, Winnipeg MB, R2V 4P6
- (a) Delivery and installation for this location must be completed no later than September 30, 2026.
- D14.3 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.
- D14.4 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D15. TOTAL PERFORMANCE

- D15.1 There will be two (2) separate Total Performance dates, one for each CSTE location. These dates are as follows:
- (a) Biosolids Facility: July 1, 2026;
 - (b) Nutrient Removal Facility: September 30, 2026.
- D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand dollars (\$1,000) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D17.1 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.

D17.2 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.

D17.3 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 ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D17.4 For any delay related 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Work schedule, including the durations identified in D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D17.6 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.

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D18.1 Further to B13.3, 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 B13.3.

D19. SAFETY

D19.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D19.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D19.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D20. SITE CLEANING

D20.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D20.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D20.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed 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.

D22. PAYMENT

D22.1 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.

D23. PAYMENT SCHEDULE

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

- (a) 30% of contract amount, once the first CSTE and CSTE mounting structure (Biosolids Facility) has been delivered to site.
- (b) 20% of contract amount, upon installation completion and total performance of the first CSTE (Biosolids Facility).
- (c) 30% of contract amount, once the second CSTE and CSTE mounting structure (Nutrient Removal Facility) has been delivered to site.
- (d) 20% of contract amount, upon installation completion and total performance of the second CSTE (Nutrient Removal Facility).

WARRANTY

D24. WARRANTY

D24.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

D25.1 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 D25.

D25.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D25.3 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 the 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.

D25.4 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.

D25.4.1 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.

D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D25.4.3 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.

D25.4.1 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 D25.4.3, 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.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D26.3 For the purposes of D26:
- (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.
- D26.4 Modified Insurance Requirements
- D26.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D26.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D26.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D26.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D26.5 Indemnification By Contractor
- D26.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, 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.

- D26.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D26.6 Records Retention and Audits

D26.6.1 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.

D26.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, 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 D26.6.1 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.

D26.7 Other Obligations

D26.7.1 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.

D26.7.2 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.

D26.7.3 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.

D26.7.4 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.

D26.7.5 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.

D26.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM K: EQUIPMENT
(See D12)

**SUPPLY AND INSTALLATION OF TWO (2) CUSTOMER SERVICED TERMINATION ENCLOSURES
(CSTE) FOR THE BIOSOLIDS AND NUTRIENT REMOVAL FACILITIES PROJECTS**

| |
|---|
| <p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |

FORM K: EQUIPMENT
(See D12)

**SUPPLY AND INSTALLATION OF TWO (2) CUSTOMER SERVICED TERMINATION ENCLOSURES
(CSTE) FOR THE BIOSOLIDS AND NUTRIENT REMOVAL FACILITIES PROJECTS**

| |
|--|
| <p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|--|
| YB-E001-R0 | NEWPCC – Biosolids Facility Construction Power and CSTE Work Electrical Legend |
| YB-E002-R0 | NEWPCC – Biosolids Facility Construction Power and CSTE Work Electrical Site Plan & Detail |
| YB-E003-R0 | NEWPCC – Biosolids Facility Construction Power and CSTE Work Electrical Single Line Diagram |
| YB-E004-R0 | NEWPCC – Biosolids Facility Construction Power and CSTE Work Electrical CSTE Layout |
| YN-E001-R0 | NEWPCC – Nutrient Removal Facilities Construction Power and CSTE Work Electrical Legend |
| YN-E002-R0 | NEWPCC – Nutrient Removal Facilities Construction Power and CSTE Work Electrical Site Plan & Detail |
| YN-E003-R0 | NEWPCC – Nutrient Removal Facilities Construction Power and CSTE Work Electrical Single Line Diagram |
| YN-E004-R0 | NEWPCC – Nutrient Removal Facilities Construction Power and CSTE Work Electrical CSTE Layout |

E1.3 All materials, equipment, labor, work denoted on the Drawings set is to be considered as new work, to be provided by the Contractor unless specifically noted otherwise.

E1.4 Prior to installing conduit and enclosures, the Contractor shall review the equipment Shop Drawings, and to ensure that cabling requirements are understood. There may be variations to the provided material, that may require alternate requirements from that shown on the Drawings. Such changes shall be at no additional costs.

E1.5 Electrical Drawings may indicate approximate route to be followed by conduits and cables and general location of electrical equipment. They do not show all structural, Civil, architectural and mechanical details.

E1.6 If discrepancies or omissions in the Drawings or Specifications are found, or if the intent or meaning is not clear, advise the Contract Administrator for clarification before submitting a Bid.

E1.7 If discrepancies or omissions in the Drawings or Specifications are found during the construction, advise the Contract Administrator for clarification before commencing the construction work.

E1.8 The Contractor will submit to Electrical Inspection Department and Supply Authority necessary number of Drawings and Specifications for examination and approval prior to commencement of Work.

(a) The Contractor shall pay associated fees as required by the Electrical Inspections and Permitting department.

E1.9 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.

E2. WORK INCLUDED

- E2.1 Provide and install two (2) CSTEs, refer below listed specification requirements and drawings.
- E2.2 Provide and install two (2) mounting structures to support CSTE mounting, refer below listed specification requirements and drawings.
- E2.3 Provide and complete all civil related work for both CSTE locations, refer below listed specification requirements.

E3. REFERENCES

- E3.1 Comply with latest edition of the codes and standards.
- E3.2 Canadian Standards Association (CSA).
 - (a) C22.1, Canadian Electrical Code, Part I - Safety Standard for Electrical Installations.
 - (b) C22.2 No. 0, General Requirements – Canadian Electrical Code, part II.
 - (c) C22.2 No. 0.4-17, Bonding of Electrical Equipment.
 - (d) C22.2 No. 0.19-10, Requirements for service entrance equipment.
 - (e) C22.2 No. 4-16, Enclosed and dead-front switches (Tri-national standard with NMX- J-162-ANCE, and UL-98).
 - (f) C22.2 No. 14, Industrial Control Equipment.
 - (g) C22.2 No. 94, Enclosures for electrical equipment, non-environmental considerations (Tri-national standard with NMX-J-235, and UL-50).
- E3.3 Canadian Electrical Manufacturers Association of Canada (EEMAC).
 - (a) E14-2 – Industrial Controls and Systems.
 - (b) Y1-2 – Performance Specification for Finishing Systems for Outdoor Electrical Equipment.
- E3.4 National Electrical Manufacturers Association (NEMA).
 - (a) NEMA 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
- E3.5 Manitoba Hydro.
 - (a) Manitoba Electrical Code (MEC), Manitoba amendments to the Canadian Electrical Code.
 - (b) Customer Metering Standards.
 - (c) Industry Notice 26-250, Overcurrent protection for power and distribution transformer circuits rated over 750V.
 - (d) Industry Notice 6-0, Services and service equipment.

E4. DESIGN REQUIREMENTS

- E4.1 All equipment shall be built by a CSA/cUL approved manufacturer and shall bear the CSA/cUL seal with the manufacturer's file number.
- E4.2 Provide and install two (2) CSTEs.
 - (a) Rating as shown in the drawings, 1600Amp, 3phase, 4Wire, 600Volt.
 - (b) The breakers must be molded case and have the ability to be locked out in the OFF position only.
 - (c) Provide two (2) CSTEs to support physical isolation between the source side and breaker load side. Sides should be equipped with dual lockable hinged front doors.

- (d) Provide two (2) CSTE enclosure to maintain heat, cool and humidity requirements for all equipment installed within. Provide enclosure heater with thermostat to maintain main breaker operating temperature rating.
 - (e) CSTEs shall be rated for outdoor temperature 40C to -40C.
 - (f) CSTEs shall be rated NEMA 3R.
- E4.3 Provide two (2) CSTE source side bus bars to facilitate Manitoba Hydro's installation of 11(QTY) x 1000MCM aluminum Teck90 cables, Knockouts to support 4 X152mm conduits.
- E4.4 Both CSTEs breaker load side must include NEMA pads that can facilitate 3(QTY) x 3C 750MCM 75° rating cables.
- E4.5 Provide two (2) LSIG Breakers with Neutral CT (summed) for protection purposes, Breaker shall be related for 50 KAIC.
- E4.6 Both CSTEs must include gland plates for both source/load side to facilitate installation of cables.
- E4.7 Both CSTEs must be capable of wall mounting to free standing structure, refer to below provided structural design requirements.
- E4.8 Both CSTEs must include grounding lug to support 4/0 termination and be bonded at all non-welded points with #10 AWG.
- E4.9 Acceptable CSTE Manufacturers:
- (a) Strong Electrical & Mechanical Manufacturing. Quote # SEM1225-44-DD.
 - (b) or equivalent alternative.
- E4.10 Provide two (2) free stand structures to mount CSTE as indicated.
- (a) Free stand structure to be capable of accommodating uniformly distributed vertical load required for the application plus safety factor.
 - (b) Refer to Section E5 for Structural and Civil requirements.
 - (c) Acceptable CSTE Manufacturers:
 - (i) Strong Electrical & Mechanical Manufacturing.
 - (ii) or equivalent alternative.
- E4.11 Conduit
- (a) Rigid Polyvinyl Chloride (RPVC) Conduit: Outdoor direct burial applications.
- E4.12 See drawings for site specific service levels.

| Voltage (V) | Number of Phases (PH) | Number of Wires (W) |
|--------------------|------------------------------|----------------------------|
| 600/374V | 3 PH | 4 W + G |

- E4.13 Solidly Grounded Systems:
- (a) All service entrance-rated equipment or compartments shall include an insulated neutral busbar.
 - (b) Equipment intended to function as service equipment on AC services involving a grounded circuit conductor (neutral) shall be provided with a neutral assembly located within the service compartment. The neutral assembly shall be provided with an adequate number of suitable pressure-terminal connectors, clamps, or other approved means for connecting.

- (i) the incoming (grounded) neutral conductor;
 - (ii) the corresponding outgoing (load) conductor, if any;
 - (iii) the service-grounding conductor;
 - (iv) the bonding conductor to the enclosure; and
 - (v) the bonding conductor to the service conduit (or equivalent).
- (c) Provide copper grounding conductors bare or insulated, sized as indicated. When not indicated on the drawing provided in accordance with CSA. Provide protection of conductors in locations where physical damage would result from direct exposure.
- (d) Equipment and Facility bonding where portions of the underground installation are in RPVC conduit only: use green jacketed RWU90 XLPE, copper, size as indicated.
- (e) Grounding Conductor Electrode: All other portions of underground and/or exterior installations shall be direct burial in contact with bare earth: bare copper, size as indicated.
- (f) Vertical Rod electrodes: copper clad steel, shall be a minimum size of 19 mm (3/4") diameter by 3 m (10 ft) long.
- (i) Install rod electrodes and make grounding connections.

E4.14 Galvanized Bollards

- (a) Minimum preparation: SSPC-1.
- (b) Two (2) coats Dulux X-Pert Gripper (250) at 1.8 - 2.0 mils DFT per coat.
- (c) Minimum of two (2) coats Dulux Diamond Exterior Latex Semi-gloss (1650.501). Each coat at 1.2 mils DFT per coat. Colour: Safety Yellow.

E4.15 Certification

- (a) All components and CSTE panels shall be CSA certified.

E4.16 Equipment identification

- (a) Provide lamacoid plate for CSTEs, showing enclosure tag, voltage, source of supply and load being fed, for example:

- (i) Biosolids Facility:

| |
|---|
| CSTE-BIO 600/347 VOLT, 3PHASE FED FROM MANITOBA HYDRO TRANSFORMER |
|---|

- (ii) Nutrient Removal Facility:

| |
|---|
| CSTE-NRF 600/347 VOLT, 3PHASE FED FROM MANITOBA HYDRO TRANSFORMER |
|---|

- (b) Provide lamacoid plate for CSTEs main breaker, showing Breaker tag, voltage and phase for example:

- (i) Biosolids Facility:

| |
|--------------------------------|
| CB-BIO 600/347 VOLT, 3PHASE |
|--------------------------------|

- (ii) Nutrient Removal Facility:

| |
|--------------------------------|
| CB-NRF 600/347 VOLT, 3PHASE |
|--------------------------------|

- (c) The compartments that are intended for supply authority only (MB Hydro only) shall be provided with the following Lamacoid:

| |
|---|
| COMPARTMENT FOR SUPPLY AUTHORITY USE ONLY |
|---|

- (d) Provide engraved warning signs to meet requirements of local by-laws, Inspection Authority and Contract Administrator.

E5. CIVIL AND STRUCTURAL DESIGN REQUIREMENTS

E5.1 Granular A Base course:

- (a) Must be built to Manitoba/City standard construction specification (CW3110 & CW 3150) for gravel A base course.
- (b) Footprint must be a minimum of 24" on all sides beyond the footprint of the structure show on drawings.

E5.2 Free Standing Structure:

- (a) Provide and install free standing structure to support the CSTE's as per drawings. Contractor to provide design drawing sealed by structural engineer registered in Manitoba in accordance with drawings and specifications requirements.
- (b) The structures to stand all weather requirements within the Province of Manitoba.
- (c) The structures shall comply with National Building Code of Canada 2020 and the current applicable Manitoba Amendments.
- (d) The structures must conform to the latest edition, supplements, and requirements of the standards listed below:
 - (i) CSA S16, Limit State Design of Steel Structures.
 - (ii) CSA W59 Welded Steel Construction.
- (e) Provide nonoxidizing material structure (stainless or galvanized steel) or approved equivalent.
- (f) All parts must be welded and shipped from manufacturer as single unit, assembled structures must be approved by the City of Winnipeg.
- (g) Provide 4/0 grounding studs on all sections that are bolted together, welded pieces are deemed as a single unit.
- (h) Structures will be supported on a screw pile foundation to be designed based on geotechnical information provided.
 - (i) Installation of the screw piles is the responsibility of the contractor and the screw pile supplier.
 - (ii) Screw piles should be designed to support the loads applied by the structure and be able to resist frost jacking
 - (iii) Screw pile suppliers should provide shop drawings to include steel information, helix details, pile length and pile capacity.
 - (iv) A pile inspection letter signed and stamped by a Manitoba registered geotechnical engineer should be provided to the City of Winnipeg representative. The letter should include the torque recorded during installation, a pile location plan, pile details and a statement confirming the piles were installed as per the contract requirements.

E6. SUBMITTALS

- (a) Submit shop drawings and manufacturers' product data to Contract Administrator for review and acceptance.
- (b) Complete specifications, catalog cuts, and descriptive literature, which shall include make and model of all components.
- (c) Show ratings and characteristics including voltage ratings, bus arrangement, continuous current ratings, fault current withstand ratings, neutral bus rating, enclosure type, and mounting provisions.
- (d) Layout drawings.
 - (i) Submit outline and dimensional drawings and conduit entry restrictions.

- (e) Complete bill of materials.
- (f) Electrical schematic and wiring diagrams.
- (g) Configuration/parameter sheets including switch settings, parameter settings, and addresses. Show factory default settings and proposed settings.

E7. EXECUTION

- E7.1 Inform with the City of Winnipeg representative prior to commencement of excavation or directional boring work. Provide excavation schedule and timelines.
- (a) Prior to excavation or directional boring, perform a site survey to ensure that the installation will not conflict with existing systems. Repair of damages to existing systems will be at the cost of the Contractor.
 - (b) Conduit supports to be securely fastened, free from vibration and excessive deflection or rotation. Maximum deflections are 4 mm over a 1 m span and 8 mm over a 2 m span.
 - (c) Install complete permanent, continuous grounding system, including conductors, accessories. All connectors shall be installed in accordance with Manufacturers' requirements, and to the requirements of the local Authority Having Jurisdiction (AHJ). All frames and metallic enclosures of all electrical equipment shall be grounded via a ground conductor.
 - (d) Proceed with final cleaning upon completion of installation work, ensure CSTE's are clean and no debris or metal shavings are present. Removal of surplus materials from the construction area and restore the site to pre-construction conditions.

E8. STARTUP AND TESTING

- E8.1 Energize new installed CSTE's and measure voltage level on the downstream main circuit breaker.
- E8.2 Confirm operation and set enclosure heater and thermostat to recommended temperature setpoint.