

THE CITY OF WINNIPEG

TENDER

TENDER NO. 396-2026B

PAN AM POOL MAIN TANK RENEWAL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 22, 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 Bidder shall attend one of the scheduled Bidders' conferences specified below. Attendance at one of the two scheduled dates is mandatory, and the Bid of any Bidder not having attended one of the two dates will be rejected on the basis that it is non-responsive. Dates and times of scheduled Bidder's conferences are as follows:

(a) Tuesday September 1, 2026 at 10:00 a.m., and

(b) Thursday September 3, 2026 at 10:00 a.m.

B3.2 The Bidder is advised that existing site conditions and access will be made available for viewing.

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

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D33.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Bidder before receipt hereof; or

(b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B6. ADDENDA

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

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

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

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

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

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D33.

B7. SUBSTITUTES

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

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

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

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

(a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;

(b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

(c) identify any anticipated cost or time savings that may be associated with the substitute;

(d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

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

B8. BID COMPONENTS

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

(a) Form A: Bid/Proposal;

(b) Form B: Prices;

(c) Form G1: Bid Bond and Agreement to Bond.

B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

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

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

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

(a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;

(b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

(c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

(d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

(a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;

(b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;

(d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

B10.5.1 Bidders are advised that the calculation indicated in B18.5 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) Fabris and Watts (2015) Ltd.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.3, 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 Only Bidders that have been qualified under RFQ No. 396-2026A are eligible to bid on this project. Qualified Bidders in alphabetical order are:

(a) Con-Restor Technologies

(b) Gardon Construction Ltd.

(c) M.D. Steele Construction Ltd.

(d) Parkwest Projects Ltd.

(e) PCL Constructors Canada Inc.

(f) Tractus Group Incorporated

B13.2 The Bidder shall:

(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and

(b) be financially capable of carrying out the terms of the Contract; and

(c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.3 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf

B13.4 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) have successfully carried out work similar in nature, scope and value to the Work; and

(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

(c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

(d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and C6.19).

(e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

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

(a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:

(i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

(ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

(b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/Safety/default.stm.

B13.6 Further to B13.4(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at 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.

B13.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at: https://www.winnipeg.ca/media/4929/

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

(a) The version submitted by the Bidder must have valid digital signatures and seals;

(b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.

(c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.

(d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.

(e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

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

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

(a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);

(b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);

(c) evaluated Bid Price;

(d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B18.4 Further to B18.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D2.5.

B18.5 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

(a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or

(b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 29, 30, 31, and 32 in the order listed, until a Total Bid Price within the budgetary provision is achieved.

B18.5.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.5.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.

B18.5.3 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

(a) the prices exceed the available City funds for the Work;

(b) the prices are materially in excess of the prices received for similar work in the past;

(c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;

(d) only one Bid is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2025 11 01) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the following completed during a partial facility closure:

(a) Removal and replacement of existing mortar bed, waterproofing, ceramic tiles and grout throughout the main tank and adjacent deck areas,

(b) Removal, salvage, storage, and re-installation of existing pool entry stairs, starting blocks, and stainless steel spring board supports,

(i) The City will remove, salvage, store and reinstall pool access grab rails, Neptune chair lift, and existing temporary pool ladders. The contractor shall remain responsible for the replacement of anchors embedded in the concrete and mortar/tile bed of these fixtures.

(c) Removal, refurbishment and re-installation of springboards and associated works,

(d) Supply and installation of replacement pool stair railings.

(e) Removal and replacement of rope anchors and deck fixture anchors embedded in the concrete and mortar/tile bed,

(f) Removal and replacement of existing pool system plumbing fixtures and deck floor drains,

(g) Removal and infilling of existing through tank wall light fixtures,

(h) Removal and infilling of existing through tank windows,

(i) Shoring or removal, salvage, protection, storage and reinstallation of existing tank divider bulkheads.

(j) Removal and replacement of dive tower platform flooring.

(k) Removal of guard rails at the 3m, 5m, 7.5m and 10m dive tower (Platform B) and replacement with stainless steel guard rails and glazing.

(l) Removal of guard rails at the 3m springboard platform (Platform A) and replacement with stainless steel guard rails and glazing.

(m) Concrete repairs to the:

(i) pool deck,

(ii) tank walls and floor,

(iii) diving tower (Platform B), and

(iv) 3m springboard platform structure (Platform A).

(n) Application of replacement of coating at locations of concrete repairs to the 3m springboard platform structure and dive tower (Platforms A and B),

(o) Removal and replacement of pool area grounding system,

(p) Implementation of specified abatement procedures for the removal of PCB-containing sealant at construction joints,

(q) Implementation of specified lead abatement procedures for the removal of lead-based paint to facilitate Work,

(r) Implementation of specified silica abatement procedures during demolition, sandblasting and shot blasting of materials containing silica.

(s) Development and maintenance of plan and procedures for:
  (i) Safety and health,
  (ii) Site security,
  (iii) Site access,

D2.2 The Work will be completed by turning over to the Contractor areas of the facility where work is specified and maintaining a targeted access plan for specific public user groups only. Refer to Drawings for the locations of Contractor areas and partial public access areas.

D2.3 To facilitate the targeted access plan, the Contractor shall provide temporary access tunnels through the Main Tank construction work area at locations indicated. The targeted access plan will exclude public access while Work is scheduled at the locations of the temporary tunnels.

D2.4 The following shall apply to the Services:

(a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;

http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989

(b) Universal Design Policy

http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604

D2.5 The funds available for this contract are $5,650,000.00.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Crosier Kilgour, represented by:

Tom Berthin
Contract Administrator

Telephone No. 204 943-7501
Email Address tom.berthin@crosierkilgour.com

D3.2 At the pre-construction meeting, Tom Berthin will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. FURNISHING OF DOCUMENTS

D5.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

D7.1 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.

D7.2 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

D7.3 Notwithstanding B13.5 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D8. INSURANCE

D8.1 The Contractor shall prov ide and maintain the following insurance coverage during the performance of the work, unless stated otherwise:

(a) Commercial general liability insurance, in the amount of at least five million dollars ($5,000,000) inclusive, with The City of Winnipeg added as an additional insured, with a cross liability clause, such liability policy to also contain contractual liability, unlicensed equipment liability, non-owned automobile liability and products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period. Such policy shall include Manitoba and its ministers, officers, employees and agents to be listed as additional insureds.

(b) Automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of liability shall not be less than $5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) All risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

(d) The Contractor and/or subcontractor involved in the asbestos or other hazardous abatement work, in addition to the insurance as outlined in Section D8.1 (a) and (b) shall provide evidence of the following:

(i) Contractors pollution liability in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate insuring against claims covering third party injury and property damage claims, including clean up costs and transported cargo as a result of a pollution condition arising suddenly or gradually from the contractors' operations and completed operations. Such policy shall name the City as an additional insured and remain in place during the work and throughout the warranty period.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All Subcontractors performing Work on the Project shall provide the Contractor with comparable evidence of insurance as outlined in D8.1 above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor.

D8.4 All policies shall be taken out with insureds duly licensed to carry on business in the Province of Manitoba.

D8.5 The Contractor shall not cancel, materially alter or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.6 The Contractor shall provide :

(a) The certificate of insurance in a form satisfactory to the Supervisor of Insurance, to :
The City of Winnipeg
Risk Management – Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

(b) The Contract Administrator with a copy of the certificate of insurance as least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site

D9. CONTRACT SECURITY

D9.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

(a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and

(b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

D9.1.1 Bonds are available at:

(a) Performance Bond https://www.winnipeg.ca//media/4928/
  (i) Performance Bond – Schedule A - Form of Notice
  https://www.winnipeg.ca/media/4831/
  (ii) Performance Bond – Schedule B – Surety's Acknowledgement
  https://www.winnipeg.ca/media/4832/
  (iii) Performance Bond – Schedule C – Surety's Position
  https://www.winnipeg.ca/media/4833/

(b) Labour & Material Payment Bond https://www.winnipeg.ca//media/4930/
  (i) L&M Bond – Schedule A – Notice of Claim
  https://www.winnipeg.ca/media/4834/
  (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
  https://www.winnipeg.ca/media/4835/
  (iii) L&M Bond – Schedule C – Surety's Position
  https://www.winnipeg.ca/media/4836/

D9.1.2 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 D9.1(b).

D9.1.3 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.

D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D9.2 The Contractor shall provide:

(a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

(b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

D9.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

(a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and

(b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. DETAILED PRICES

D10.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site.

D10.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

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.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

(a) Permit application,

(b) Shop drawings and submittals,

(c) Material procurement,

(d) Site mobilization,

(e) Construction of public access tunnels,

(f) Concrete repairs: Basement Level,

(g) Concrete repairs: Main Floor,

(h) Concrete repairs: 3m Springboard Platform Structure and Diving Tower (Platforms A and B),

(i) Demolition,

(j) Mortar bed and waterproofing,

(k) Tank water test,

(l) Mechanical,

(m) Electrical,

(n) Removal of temporary public access tunnels and completion of contract work within areas of temporary tunnels,

(o) Site clean-up, restoration, and de-mobilization,

(p) Substantial Performance,

(q) Close-out submittals, and

(r) Total Performance.

D12.2 The detailed work schedule shall consist of the following:

(a) a critical path method (C.P.M.) schedule for the Work;

(b) a Gantt chart for the Work based on the C.P.M. schedule;

(c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

D13. REQUIREMENT FOR SITE ACCESSIBILITY PLAN

D13.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D13.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate:

(a) The safe passage of City staff and public within the facility for the targeted access plan.

(b) Maintenance of emergency egress from the facility for Contractor forces, City staff and public.

D13.3 Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

(a) How the Contractor will maintain emergency egress from the facility for Contractor forces, City staff and public.

(b) How the Contractor will maintain segregation of City staff and public from construction areas.

(c) How the Contractor will segregate and maintain exterior pedestrian routes at the Site from Construction areas.

(d) How the Contractor will maintain vehicular traffic flow of Contractor forces, city staff, and public at the Site.

D13.4 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D13.5 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

(a) Signage (both at exterior locations and within the building)

(b) Temporary fencing

(c) Hoarding barricades

(d) Hoarding tunnels

D13.6 Notwithstanding the above, the City will be responsible for signage and wayfinding within areas designated for occupancy by City staff and public.

D13.7 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D13.8 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D13.9 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D14.2 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 D6;

(ii) evidence of the workers compensation coverage specified in C6.17;

(iii) the Safe Work Plan specified in D7;

(iv) evidence of the insurance specified in D8;

(v) evidence of the contract security specified in D9;

(vi) the detailed prices specified in D10;

(vii) the Subcontractor list specified in D11;

(viii) the detailed work schedule specified in D12;

(ix) the Requirement for Site Accessibility Plan in D13; and

(x) the direct deposit application form specified in C12.20

(b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall not commence the Work on the Site before January 18, 2027.

D14.4 The City intends to award this Contract by December 4, 2026.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. WORK BY OTHERS

D15.1 Further to C6.26, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D15.2 Further to D15.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D15.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

D16. WORKING DAYS

D16.1 Further to C1.1(xx), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D16.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D16.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D16.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D17. CRITICAL STAGES

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

(a) Construction of exterior compound and public access tunnels through the construction area by: January 22, 2027.

D18. SUBSTANTIAL PERFORMANCE

D18.1 The Contractor shall achieve Substantial Performance by January 15, 2028.

D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D19. TOTAL PERFORMANCE

D19.1 The Contractor shall achieve Total Performance by March 1, 2028.

or within 7 calendar days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator

D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand dollars ($1,000.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D21. JOB MEETINGS

D21.1 Regular job meetings will be held at the Site every two weeks. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 Further to B13.5, 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 B13.5.

PAYMENT

D24. PAYMENT

D24.1 Further to E5, no payment will be made for Cash Allowances other than as set out in **E5.4**.

WARRANTY

D25. WARRANTY

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

INDEMNITY

D26. INDEMNITY

D26.1 Indemnity shall be as stated in C17.

FORM I: DETAILED PRICES
(See D10)

PAN AM POOL MAIN TANK RENEWAL

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Pre-Construction: General requirements including but not limited to: Insurance, permits, bonds, and all other contract requirements not specifically itemized below.	Tender, Div 01	Lump Sum	1	$	$
2.	Cash Allowance: Unknown conditions	Part E 01 22 00	Lump Sum	1	$30,000.00	$30,000.00
3.	Cash Allowance: Relocation of electrical to accommodate concrete unit price repairs.	Part E 01 22 00	Lump Sum	1	$30,000.00	$30,000.00
4.	Cash Allowance: Concrete and mortar testing.	Part E 01 22 00	Lump Sum	1	$45,000.00	$45,000.00
5.	Type 1 lead abatement specified and shown as unit price.	02 83 10	Per m^2	3	$	$
6.	Type 2 lead abatement specified and shown as unit price.	02 83 11	Per m^2	3	$	$
7.	Supplemental reinforcing	03 20 00	Per kg	6	$	$
8.	Supplemental dowels – 10M	03 20 00	Per dowel	45	$	$
9.	Supplemental dowels – 15M	03 20 00	Per dowel	5	$	$
10.	Supplemental dowels – 20M	03 20 00	Per dowel	5	$	$
11.	Top surface concrete repairs 0mm to 50mm depth	03 92 12	Per m^2	56	$	$
12.	Top surface concrete repairs 50mm to 100m depth	03 92 12	Per m^2	28	$	$
13.	Concrete through slab repair	03 92 12	Per m^2	18	$	$
14.	Concrete scaling repair	03 92 20	Per m^2	54	$	$
15.	Concrete hand patching repair	03 93 10	Per m^2	16	$	$
16.	Concrete horizontal slab soffit repair by pressure grouting 0mm to 75mm depth	03 93 20	Per m^2	26	$	$
17.	Concrete horizontal slab soffit repair by pressure grouting 75mm to 150mm depth	03 93 20	Per m^2	13	$	$
18.	Concrete vertical repair by pressure grouting 0mm to 75mm depth	03 93 20	Per m^2	10	$	$
19.	Concrete vertical repair by pressure grouting 75mm to 150mm depth	03 93 20	Per m^2	5	$	$
20.	Concrete repair by form and pour 0mm to 75mm depth	03 93 30	Per m^2	11	$	$
21.	Concrete vertical repair by form and pour 75mm to 150mm depth	03 93 30	Per m^2	6	$	$
22.	Beam pressure grout concrete repair - 0mm to 75mm depth.	03 93 20	Per m^2	10	$	$
23.	Beam pressure grout concrete repair - 75mm to 150mm depth.	03 93 20	Per m^2	5	$	$

FORM I: DETAILED PRICES
(See D10)

PAN AM POOL MAIN TANK RENEWAL

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
24.	Beam full depth replacement concrete repair – 152 x 559 beam	03 93 20	Per m	7	$	$
25.	Beam full depth replacement concrete repair – 152 x 559 beam	03 93 20	Per m	2	$	$
26.	Embedded galvanic anodes.	03 98 10	Per anode	104	$	$
27.	Concrete crack repair prior to ceramic tiling.	09 30 13	Per m	25	$	$
28.	Painting at concrete repair locations.	09 91 99	Per m^2	185	$	$
29.	Cleaning of existing bulkheads.	13 11 46	Lump Sum	1	$	$
30.	Post construction duct cleaning	23 01 30.51	Lump Sum	1	$	$
31.	Replacement of Platform A 3m springboard guardrails	05 50 00	Lump Sum	1	$	$
32.	Replacement of Platform B 3m and 5m guardrails	05 50 00	Lump Sum	1	$	$
33.	Pre-Construction: Submittals.	Tender, Div 01	Lump Sum	1	$	$
34.	Monthly expenses: Management, supervision, administration, safety, temporary construction, and construction facilities.	Tender, Div 01	Lump Sum	1	$	$
35.	Closeout procedures	Tender, Div 01	Lump Sum	1	$	$
36.	Closeout submittals	Tender, Div 01	Lump Sum	1	$	$
37.	Mobilization and demobilization	Tender, Div 01	Lump Sum	1	$	$
38.	Demolition	02 41 19	Lump Sum	1	$	$
39.	Lead abatement specified and shown as lump sum price.	02 83 10 02 83 11	Lump Sum	1	$	$
40.	PCB abatement.	02 84 00	Lump Sum	1	$	$
41.	Silica abatement and control procedures.	02 84 11	Lump Sum	1	$	$
42.	Concrete work as specified and shown on drawings as lump sum price.	03 92 12 03 92 20 03 93 20 03 93 30	Lump Sum	1	$	$
43.	Mortar bed, waterproofing, and ceramic tile installation of pool deck and tank.	09 30 13	Lump Sum	1	$	$
44.	Mortar bed, waterproofing, ceramic tile, and resilient flooring at dive platforms.	09 30 12 09 65 16	Lump sum	1	$	$
45.	Springboard removal, refurbishment and reinstallation.	13 11 46	Lump Sum	1	$	$
46.	Mechanical	Div 20 & 22	Lump Sum	1	$	$

FORM I: DETAILED PRICES

(See D10)

PAN AM POOL MAIN TANK RENEWAL

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
47.	Electrical	Div 26	Lump Sum	1	$	$

Template Version: 2025 11 01 Construction w Bid Security

FORM J: SUBCONTRACTOR LIST

(See D11)

PAN AM POOL MAIN TANK RENEWAL

Name	Address

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

The City of Winnipeg Standard Construction Specifications in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/Spec/Default.stm .

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E1.4 The following are applicable to the Work:

Specification No.	Specification Title
	Table of Contents
NMS SPECIFICATIONS	
DIVISION 01 –	**GENERAL REQUIREMENTS**
01 14 00	Work Restrictions
01 22 00	Unit Prices
01 31 19	Project Meetings
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 35 29	Safety Procedures
01 40 00	Quality Requirements
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 57 00	Temporary Controls
01 61 00	Common Product Requirements
01 61 00.10	Substitution Request Form
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
DIVISION 02 –	**EXISTING CONDITIONS**
02 41 19	Selective Demolition
02 81 00	Hazardous Materials – General Provisions
02 83 10	Lead Abatement – Type 1 (Low Risk) Precautions
02 83 11	Lead Abatement – Type 2 (Moderate Risk) Precautions
02 84 00	Non-Liquid Polychlorinated Biphenyl Abatement
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03 10 00 Concrete Forming and Accessories
03 20 00 Concrete Reinforcing
03 91 10 Surface Preparation of Concrete Delamination Repairs
03 92 12 Top Surface Concrete Repairs with Rapid Setting Mortar
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05 50 00 Metal Fabrications

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08 80 00 Glazing

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20 05 00 Common Results for Mechanical
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GENERAL REQUIREMENTS

E2. OFFICE FACILITIES

The Contractor shall supply office facilities meeting the following requirements:

(a) Refer to NMS Specification Section 01 52 00 – Construction Facilities.

E3. HAZARDOUS MATERIALS

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

E3.2 Refer to the following hazardous materials report as Appendix A:

(a) Title: Hazardous Building Materials Assessment (Pre-construction) Pool Renewal Pan Am Pool 25 Poseidon Bay, Winnipeg, Manitoba.

(i) Prepared by: Pinchin (Pinchin File: 234838.667).

(ii) Date: December 12, 2025.

E3.3 Refer also to the specifications included in the NMS Specifications.

E4. MOBILIZATION AND DEMOBILIZATION PAYMENT

E4.1 Description

(a) This Specification shall govern mobilization and demobilization from site.

E4.2 Measurement and Payment

E4.2.1 Mobilization and Demobilization

(b) Mobilization and demobilization will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Mobilization and Demobilization”. Payment for Mobilization and demobilization shall include all costs associated with mobilization and demobilization, site set up, and cleanup. Payment will be made on the following schedule:

(c) 50% payment of the Mobilization and Demobilization lump sum price will be paid once all construction facilities have been delivered and erected on site.

(d) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to Substantial Performance and once all construction facilities have been removed from the site and damages to the site from construction facilities have been repaired.

E5. CASH ALLOWANCE FOR ADDITIONAL WORK

E5.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

(a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.

(b) Re-location of electrical to accommodate concrete unit price repairs at locations identified by the Contract Administrator.

(c) Testing of concrete and mortar as specified in NMS specifications.

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

E5.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.

E5.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.

E5.5 Additional services and/or Work will not be initiated for:

(a) Reasons of lack of performance or errors in execution.

(b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.

E5.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.

E5.7 Material Mark-Up Factors in accordance with C7:

(a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.

(b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.

(c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).

(d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)

(i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);

(ii) The Contractor's mark-up on the material is limited to ten percent (10%).

(e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.

(i) No Third-Level Subcontractors on this project are approved for additional mark-up.

E5.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

E6. TRAFFIC CONTROL

E6.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

(a) Parking restrictions,

(b) Stopping restrictions,

(c) Turn restrictions,

(d) Diamond lane removal,

(e) Full or directional closures on a Regional Street,

(f) Traffic routed across a median,

(g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.

(h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

E6.2 Further to E6.1(c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.

E6.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.

E6.4 Further to E6(c) and E6(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E6.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.

E6.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

E7. DEVELOPMENT AND BUILDING PERMIT

E7.1 Further to C6.14, a building permit is required for this project.

E7.2 The Contractor is responsible to apply for, pay for, obtain, post, and close-out the building permit with the City of Winnipeg.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;

(a) police service having jurisdiction at their place of residence; or

(b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity ; or

(c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: https://www.commissionaires.ca/en/manitoba/home ; or

(d) Fastcheck Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: https://myfastcheck.com

F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/PIC.stm

F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/PIC.stm .

(a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;

F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

(a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.

F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.

F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.