



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 636-2026

WAVERLEY WEST FIRE PARAMEDIC STATION 15 (CCDC 5B – 2025)

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Waverley West Fire Paramedic Station 15 (CCDC 5B – 2025)

B2. SUBMISSION DEADLINE

B2.1 The *Submission Deadline* is 12:00 noon Winnipeg time, August 28, 2026.

B2.2 The *Consultant* 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. DEFINITIONS

B3.1 Capitalized terms in this Part B – Bidding Procedures have the meanings set out in this Part B – Bidding Procedures, unless defined in the General Conditions as amended by the Supplemental Conditions, the General Requirements, the Specifications, or the Drawings.

B3.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “Article” or “GC” designates the applicable section in the *Contract*.

B3.3 When used in these Bidding Procedures:

- (a) “*Award Authority*” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
- (b) “*Bidding Procedures*” means the portion of the *Proposal* by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix “B” designates a section, clause or subclause in that portion of the *Proposal*;
- (c) “*City*” or “*Owner*” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c39
- (d) “*Contract*” means the CCDC 5B – 2025 Construction Management Contract – for Services and Construction, including the General Conditions as may be modified by the Supplemental Conditions, the General Requirements, and the Additional Specifications;
- (e) “*General Conditions*” and “*GCs*” means the General Conditions of CCDC 5B – 2025 Construction Management Contract – for Services and Construction, as may be amended by the Supplemental Conditions in C1;
- (f) “*General Requirements*” means the General Requirements as set out in Part D - General Requirements;
- (g) “*Person*” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a *Person*;
- (h) “*Proponent*” means any *Person* submitting a *Proposal* for the *services to be performed under the Contract*;
- (i) “*Proposal*” means the documents and other things, including but not limited to forms contained in the *Proposal Submission*, which must be completed or provided and submitted by the *Submission Deadline* in order to constitute a responsive offer;
- (j) “*Proposal Submission*” means that portion of the *Request for Proposal* by that name which contains forms to be included in the *Proposal*;
- (k) “*Request for Proposal*” or “*RFP*” means the *Proposal Submission*, the *Bidding Procedures*, the General Conditions, the Supplemental Conditions, the *Specifications*, the *Drawings* and all addenda;
- (l) “*Submission Deadline*” means the time and date set out in the *Bidding Procedures* for final receipt of *Proposals*;

- (m) “*Supplemental Conditions*” or “*Supplementary Conditions*” means the Supplementary Conditions to the CCDC 5B – 2025 Construction Management Contract – for Services and Construction as set out in Part C – Contract Format and Supplemental Conditions.

B4. CONSULTANT

- B4.1 The *Consultant* for this *Project* is:

Kathy Roberts, Project Coordinator
Municipal Accommodations Division
Assets and Project Management Department

Tel. (204) 470-7380

Email address: kathyroberts@winnipeg.ca

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the *Consultant*.
- B5.2 If the *Proponent* finds errors, discrepancies or omissions in the *Request for Proposal*, or is unsure of the meaning or intent of any provision therein, the *Proponent* shall promptly notify the *Consultant* of the error, discrepancy or omission at least five (5) *Working Days* prior to the *Submission Deadline*.
- B5.3 Responses to enquiries which, in the sole judgment of the *Consultant*, require a correction to or a clarification of the *Request for Proposal* will be provided by the *Consultant* to all *Proponents* by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the *Consultant*, do not require a correction to or a clarification of the *Request for Proposal* will be provided by the *Consultant* only to the *Proponent* who made the enquiry.
- B5.5 All correspondence or contact by *Proponents* with the *City* in respect of this *RFP* must be directly and only with the *Consultant*. Failure to restrict correspondence and contact to the *Consultant* may result in the rejection of the *Proponent's Proposal Submission*.
- B5.6 The *Proponent* shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the *Consultant* in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B6. CONFIDENTIALITY

- B6.1 Information provided to a *Proponent* by the *City* or acquired by a *Proponent* by way of further enquiries or through investigation is *Confidential Information*. Such information shall not be used or disclosed in any way without the prior written authorization of the *Consultant*. The use and disclosure of the *Confidential Information* shall not apply to information which:
- (a) was known to the *Proponent* before receipt hereof; or
 - (b) becomes publicly known other than through the *Proponent*; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The *Proponent* shall not make any statement of fact or opinion regarding any aspect of the *Request for Proposal* to the media or any member of the public without the prior written authorization of the *Consultant*.

B7. ADDENDA

- B7.1 The Consultant may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Consultant will issue each addendum at least two (2) *Working Days* prior to the Submission Deadline or provide at least two (2) *Working Days* by extending the Submission Deadline.
- B7.3 Addenda will be available on the MERX website at www.merx.com.
- B7.4 The *Proponent* 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.
- B7.5 The *Proponent* shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B7.6 Notwithstanding B5, enquiries related to an addendum should be directed to the *Consultant*.

B8. PROPOSAL SUBMISSION

- B8.1 The *Proposal* shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Fees.
- B8.2 The Proposal should also consist of the following components:
- (a) *Proponent* Organization and Experience (Section C) in accordance with Evaluation Category B19.1(d);
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with Evaluation Category B19.1(e);
 - (c) Project Understanding and Methodology (Section E) in accordance with Evaluation Category B19.1(f); and
 - (d) Social Procurement Questionnaire (Section F) in accordance with Evaluation Category B19.1(g).
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.3, all components of the *Proposal* should be fully completed or provided in the order indicated and submitted by the *Proponent* no later than the *Submission Deadline*, with all required entries made clearly and completely.
- B8.5 *Proposal* format, including number of pages, size of pages and font, etc., will not be regulated, except that the *Proposal* should contain a table of contents, page numbering and should be in the Sections identified above. *Proponents* are encouraged to use their creativity to submit a *Proposal* which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The *Proposal* shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 *Proposals* will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the Contract will be evaluated in accordance with B19.2.

- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

- B9.1 The *Proponent* 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 *Proponent* is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the *Proponent* is a partnership, the full name of the partnership shall be inserted;
 - (c) if the *Proponent* is a corporation, the full name of the corporation shall be inserted;
 - (d) if the *Proponent* 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 *Proposal* 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 *Proponent* shall identify a contact person who is authorized to represent the *Proponent* for purposes of the *Proposal*.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the *Proponent* is a sole proprietor carrying on business in their own name, it shall be signed by the *Proponent*;
 - (b) if the *Proponent* is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the *Proponent* is a corporation, it shall be signed by their duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the *Proponent* 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 *Proposal* is submitted jointly by two or more persons, the word "*Proponent*" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint *Proponent s* in the *Proposal* and the *Contract*, when awarded, shall be both joint and several.

B10. FEES

- B10.1 The *Proponent* shall state a price in Canadian funds for each item identified on Form B: Fees.
- B10.2 In preparing Form B Fees, specifically the *Fee for Construction Services*, the *Proponent* should be mindful of the *Supplemental Conditions*, and which personnel will be permitted to be included in the *Cost of Work*. The cost of providing such personnel shall be reflected in "Fee for Construction Field Staff", in Form B: Fees. All personnel not permitted in the *Cost of Work* should be reflected in the *Construction Manager's Fee for Construction Services* in Form B: Fees.
- B10.3 Prices stated in response to B10.1 shall not include any costs which may be incurred by the *Construction Manager* with respect to any applicable funding agreement obligations as outlined in GC 14. Any such costs shall be determined in accordance with GC 14.

- B10.4 The quantities listed on Form B: Fees are to be considered approximate only. The City will use said quantities for the purpose of comparing *Proposals*.
- B10.5 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.
- B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various *Persons* provided information or services with respect to this *Project*. 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) Epp Siepmann Engineering Inc. – preliminary mechanical/electrical design;
 - (b) JR Cousin Consultants Ltd. – preliminary civil design;
 - (c) Dean Spearman Landscape Architect – preliminary landscape design;
 - (d) Postma Consulting – quantity survey cost estimate; and
 - (e) MLT Aikins LLP – external legal services.
 - a) The *City* has retained MLT Aikins LLP as its external legal advisor for this *RFP* and the preparation of contracts awarded under this *RFP*. By submitting a *Proposal*, a *Proponent* expressly consents to MLT Aikins LLP continuing to represent the *City* for all matters in relation to this *RFP* (including the negotiation of contracts), including any matter that is adverse to the *Proponent*, despite any information of the *Proponent* or any of their respective related parties, and any solicitor-client relationship that the *Proponent*, or any of their respective related parties, may have had, or may have, with MLT Aikins LLP in relation to matters other than this *RFP*. This section is not intended to waive any of the *Proponent's* rights of confidentiality or solicitor-client privilege. The *City* reserves the right at any time to waive any provision of this section.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to Article 17 *Proponents*, by responding to this *RFP*, 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 *Proponent* or Key Personnel proposed for the *Construction Services* has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- a) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the *City* with respect to the evaluation of *Proposals* or award of the *Contract*; or
 - b) compromise, impair or be incompatible with the effective performance of a *Proponent'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 *RFP* process or the *Project*; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the *City* in the normal course of the *RFP* process) of strategic and/or material relevance to the *RFP* process or to the *Project* that is not available to other *Proponents* and that could or would be seen to give that *Proponent* an unfair competitive advantage.

B12.3 In connection with their *Proposal*, 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 *Project*;
- (b) upon discovering any perceived, potential or actual *Conflict of Interest* at any time during the *RFP* process, promptly disclose a detailed description of the *Conflict of Interest* to the *City* in a written statement to the *Consultant*; 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 *Proponent* 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 *Proponent* that fails to disclose a perceived, potential or actual *Conflict of Interest* of the *Proponent* or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the *Construction Services* 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 *Proponent* or Key Personnel proposed for the *Construction Services* 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 *Proponent* if the *Proponent*, or one of their Key Personnel proposed for the *Project*, 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 *Proponent* 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 *Proponent* does not carry on business in Manitoba, in the jurisdiction where the *Proponent* 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 *Construction Services* in strict accordance with the terms and provisions of the *Contract*.

- B13.2 The *Proponent* and any proposed *Subcontractor* (for the portion of the *Construction Services* 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 *Proponent* and/or any proposed *Subcontractor* (for the portion of the *Construction Services* proposed to be subcontracted to them) shall:
- (a) have successfully carried out *Construction Services* similar in nature, scope and value to the *Construction Services*; and
 - (b) be fully capable of performing the *Work* required to be in strict accordance with the terms and provisions of the *Contract*; and
 - (c) have a written Workplace Safety and Health Program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and GC 10.5).
- B13.4 Further to B13.3(c), the *Proponent* shall, within five (5) *Working Days* of a request by the *Consultant*, provide proof satisfactory to the *Consultant* that the *Proponent /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:
 - a) 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
 - b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the *City*. A list of acceptable reviewers and the review template are available at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm.
- B13.5 Further to B13.3(d), the *Proponent* 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.
- B13.6 The *Proponent* shall submit, within three (3) *Working Days* of a request by the *Consultant*, proof satisfactory to the *Consultant* of the qualifications of the *Proponent* and of any proposed *Subcontractor*.
- B13.7 The *Proponent* shall provide, on the request of the *Consultant*, full access to any of the *Proponent*'s equipment and facilities to confirm, to the *Consultant*'s satisfaction, that the *Proponent*'s equipment and facilities are adequate to perform the *Work*.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 *Proposals* will not be opened publicly.
- B14.2 After award of *Contract*, the *Contract* amount and the name of the successful *Proponent* and their address will be available on the MERX website at www.merx.com.

B14.3 The *Proponent* is advised that any information contained in any *Proposal Submission* 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*).

B14.3.1 To the extent permitted, the *City* shall treat as confidential information, those aspects of a *Proposal Submission* identified by the *Proponent* 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.

B14.4 Following the award of *Contract*, a *Proponent* will be provided with information related to the evaluation of their submission upon written request to the *Consultant*.

B15. IRREVOCABLE OFFER

B15.1 The *Proposal(s)* submitted by the *Proponent* 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 *Proposal* shall not release the *Proposals* of the other responsive *Proponents* and these *Proponent*s shall be bound by their offers on such *Work* until a *Contract* for the *Work* has been formed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A *Proponent* may withdraw their *Proposal* without penalty prior to the *Submission Deadline*.

B17. INTERVIEWS

B17.1 The *Consultant* may, in their sole discretion, interview *Proponents* during the evaluation process.

B18. NEGOTIATIONS

B18.1 The *City* reserves the right to negotiate details of the *Contract* with any *Proponent*. *Proponents* are advised to present their best offer, not a starting point for negotiations in their *Proposal Submission*.

B18.2 The *City* may negotiate with the *Proponents* submitting, in the *City's* opinion, the most advantageous *Proposals*. The *City* may enter into negotiations with one or more *Proponents* without being obligated to offer the same opportunity to any other *Proponents*. Negotiations may be concurrent and will involve each *Proponent* individually. The *City* shall incur no liability to any *Proponent* as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2, the *Proponent* amends or modifies a *Proposal* after the *Submission Deadline*, the *City* may consider the amended *Proposal* as an alternative to the *Proposal* already submitted without releasing the *Proponent* from the *Proposal* as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the *Contract* shall be based on the following evaluation criteria:

EVALUATION CATEGORY		WEIGHTING (%)
(a)	Compliance by the <i>Proponent</i> with the requirements of the <i>Request for Proposal</i> or acceptable deviation therefrom;	Pass/Fail
(b)	Qualifications of the <i>Proponent</i> and the <i>Subcontractor(s)</i> , if any, pursuant to B13;	Pass/Fail
(c)	Fees;	20
(d) Proponent Organization and Experience; (Section C) - 20% Total		
	a) Proposals should include general firm profile information including years in business, average volume of work, number of employees and other pertinent information for the <i>Proponent</i> and all known <i>Subcontractors</i> .	1
	b) Provide the following information for the <i>Proponent</i> team, including any known <i>Subcontractors</i> , specialists, and other Key Personnel in a tabular format: - Name of <i>Proponent</i> Organization: e.g. ABC Firm - Address: mailing address, telephone number, and website - Summary Scope of Work/Responsibilities in <i>Project</i>: e.g.: responsible for on-site supervision	7
	c) <i>Proposals</i> should include details of three (3) projects, completed within the past 10 years or currently underway in Manitoba or elsewhere in Canada, of similar size, complexity, scope and value. Projects should demonstrate the history and experience of the <i>Proponent</i> in providing construction manager services through design (pre-construction), construction and post construction services. For each project, the <i>Proponent</i> should submit: a) description of each project; b) <i>Proponent's</i> role in the project; c) project's original contracted cost and final cost, including information demonstrating ability to successfully deliver projects on budget relative to the owner's requirements; d) design and schedule (anticipated project schedule and actual project delivery schedule, showing design separately), including information demonstrating ability to successfully deliver projects on schedule relative to the owner's requirements; e) project owner; f) reference information (two current names with telephone numbers and email addresses per project).	12
(e) Experience of Key Personnel Assigned to the Project; (Section D) -20% Total		
	a) Identify Key Personnel in the <i>Project</i> , including <i>Subcontractors</i> (if known) specialists and critical support staff. Identify the project manager and site supervisor, cost estimator (quantity surveyor), and any other Key Personnel and critical support staff. Include role/job function in the <i>Project</i> and summary of the work/responsibilities they will perform. Provide a team organizational chart showing each of the Key Personnel identified above, indicating their role/job function in the <i>Project</i> and personnel reporting relationships.	4

	b) Indicate hourly rates for each person, and the percentage of each person's time to be dedicated to the <i>Project</i> in consideration of their workload on other projects.	1
	c) The <i>Proposal</i> should briefly describe the approach to overall team formation, a summary of its <i>Proponent</i> team capabilities, experience, strengths, and the advantages which it brings to the challenges, risks and opportunities of the <i>Project</i> to meet the <i>City's</i> objectives.	3
	d) The <i>Proponent</i> should submit the experience and qualifications of the Key Personnel assigned to the <i>Project</i> . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in construction and years of experience in construction management.	6
	e) For each person identified in B20.1 (e) (a), list at least two (2) comparable projects of similar complexity, scope, value and construction process in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B20.1(d) provide only the project name and the role of the key person. For other projects provide the following: (a) description of project; (b) role of the person; (c) project owner; (d) reference information (two current names with telephone numbers and email addresses per project.)	6
(f) Project Understanding and Methodology (Section E) – 30% Total		
	a) Describe your firm's project management approach and provision of services and highlight any innovative ideas your firm may have to provide to the <i>City</i> .	3
	b) Proponent's project methodology with respect to Scope of Services and the information provided in the <i>RFP</i> .	4
	c) Describe how the <i>Proponent</i> team will collaborate, coordinate information, and transition between phases of the <i>Project</i> , and how the team will be fully prepared to execute their role.	4
	d) Describe the team's procurement plan for construction	3
	e) <i>Proponent's</i> understanding of the <i>Project's</i> functional and technical requirements, project budget, and any issues, strategies, challenges and opportunities.	6
	f) <i>Proponent's</i> understanding of the environmental and sustainability objectives for the <i>Project</i> .	4
	g) Any assumptions made with respect to deliverables and Scope of Services.	3
	h) <i>Proponents</i> are encouraged to describe their unique skills, connection with the neighbourhood, strategies, experience in community engagement, or any other additional information that the <i>Proponent</i> feels would be pertinent.	3
(g) Social Procurement Questionnaire (Section F) – 10% Total		

	a) The Proponent should fill in the Social Procurement Questionnaire in accordance with the instructions in Appendix A.	10
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- B19.2 Further to B19.1(a), the *Award Authority* may reject a *Proposal* as being non-responsive if the *Proposal Submission* is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The *Award Authority* may reject all or any part of any *Proposal*, or waive technical requirements or minor informalities or irregularities if the interests of the *City* so require.
- B19.3 Further to B19.1(b), the *Award Authority* shall reject any *Proposal* submitted by a *Proponent* who does not demonstrate, in their *Proposal* or in other information required to be submitted, that it is qualified.
- B19.4 If, in the sole opinion of the *City*, a *Proposal* does not achieve a pass rating for B19.1(a) and B19.1(b), the *Proposal* will be determined to be non-responsive and will not be further evaluated.
- B19.5 Further to B19.1(c), the *Award Authority* may reject a *Proposal* as being non-responsive if it exceeds the funds available as shown in D2.4.
- B19.6 Further to B19.1(c), the Fees shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Fees.
- B19.6.1 Further to B19.1(a), in the event that a unit price is not provided on Form B: Fees, the *City* will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B19.7 Further to B19.1(d), *Proponent* Organization and Experience will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.8 Further to B19.1(e), Experience of Key Personnel Assigned to the *Project* will be evaluated considering the experience and qualifications of the Key Personnel and *Subcontractor* personnel on projects of comparable size and complexity.
- B19.9 Further to B19.1(f), *Project* Understanding and Methodology will be evaluated considering your firm's understanding of the *City's Project*, project management approach and team organization.
- B19.10 Further to B19.1(g), Social Procurement Questionnaire will be evaluated considering the information provided in response to Appendix A. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B19.10.
- B19.11 Where *Proponents* fail to provide a response to B19.1(d) to B19.1(g), the score of zero may be assigned to the incomplete part of the response.
- B19.12 *Proposals* will be evaluated considering the information in the *Proposal Submission* and any interviews held in accordance with B17.
- B19.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the *Proponent*, and may include organizations representing persons, known to have done business with the *Proponent*.

B20. AWARD OF CONTRACT

- B20.1 The *City* will give notice of the award of the *Contract* or will give notice that no award will be made.

- B20.2 The *City* will have no obligation to award a *Contract* to a *Proponent*, even though one or all of the *Proponents* are determined to be qualified, and the *Proposals* are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the *City* will have no obligation to award a *Contract* where:
- (a) the prices exceed the available *City* funds for the *Construction Services*;
 - (b) the prices are materially in excess of the prices received for similar projects in the past;
 - (c) the prices are materially in excess of the *City's* cost to perform the *Project*, or a significant portion thereof, with their own forces;
 - (d) only one *Proposal* 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*.
- B20.3 The *City* may, at its discretion, award the *Contract* in phases. The *City* reserves the right to negotiate and award future phases to the successful *Proponent*.
- B20.4 The phases for this *Contract* are:
- (a) Pre-Construction
 - (b) Construction (including post construction and warranty).
- B20.5 The *Construction Services* of this *Contract* are contingent upon *Council* approval of sufficient funding in the applicable Capital Budget. If the Capital Budget approved by *Council* does not include sufficient funding for all phases of the *Construction Services*, the *City* will have no obligation to award the Construction phase.
- B20.6 If funding for the *Construction Services* is provided to the *City* by the Government of Manitoba and/or the Government of Canada, *Proponents* are advised that the terms of GC14 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B20.7 Where an award of *Contract* is made by the *City*, the award shall be made to the qualified *Proponent* submitting the most advantageous offer.
- B20.7.1 Following the award of *Contract*, a *Proponent* will be provided with information related to the evaluation of their *Proposal* upon written request to the *Consultant*.
- B20.8 If, after the award of *Contract*, the *Project* is cancelled, the *City* reserves the right to terminate the *Contract*. The *Proponent* will be paid for all *Services* or *Work* rendered up to time of termination, in accordance with the terms of the *Contract*.

PART C - CONTRACT FORMAT AND SUPPLEMENTAL CONDITIONS

C0. CONTRACT FORMAT

- C0.1 The form of Contract for this Project will be the Standard Construction Document, CCDC 5B – 2025 Construction Management Contract – for Services and Construction, endorsed by the Canadian Construction Documents Committee as amended by the Supplemental Conditions in C1.
- C0.2 If the Supplemental Conditions conflict with other terms in the Standard Construction Document, CCDC 5B – 2025 Construction Management Contract – for Services and Construction, the Supplemental Conditions shall take precedence and prevail.

C1. SUPPLEMENTAL CONDITIONS

These Supplementary Conditions contain modifications, deletions and additions to the Agreement between the Owner and the Construction Manager, the Definitions and the General Conditions of the Construction Management Contract – for Services and Construction, CCDC 5B – 2025. Where any part of the *Contract* is modified or deleted by these Supplementary Conditions, the unaltered provisions remain in effect.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES AND CONSTRUCTION

1 Article A-6 Reimbursable Expenses for Pre-Construction Services

- .1 Delete Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES in its entirety and replace with the following:

ARTICLE A-6 REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES

- 6.1 The reimbursable expenses described in Schedule A2 – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES are not applicable.

2 Article A-8 Cost of the Work

- .1 Delete Article A-8.1 in its entirety and replace with the following:

- 8.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:

Unit Prices

- .1 *Unit Prices* and other prices set forth in this *Contract* and, where not set out in this *Contract*, at the prices proposed by the *Construction Manager* in its bid submission prior to contract execution, without escalation.

Labour, Materials and Equipment

- .2 the direct cost of labour, *Products*, *Construction Equipment*, and *Temporary Work* directly used in the performance of the *Work* plus mark-ups in accordance with the following:
- .1 Labour: Labour rates accepted by the *Owner* at the weekly rate specified in the *Award Letter*, only for non-administrative positions of the classification of Site Superintendent and lower stationed at a field office at the *Place of Work*.
 - .2 *Products*: Actual cost plus a 10% overhead allowance.
 - .3 *Construction Equipment* and *Temporary Work*: At rental rates provided by the Manitoba Heavy Construction Association (MHCA) or other similar trade association approved by the *Owner*, for the time when equipment is in use.
 - .4 Transport: Transport of *Construction Equipment* only for *Construction Equipment* not already present at the *Place of the Work*.
 - 5. Small tools (under \$2500): Included in the labour rate, no further reimbursement permitted.
 - 6. *Construction Equipment* or *Temporary Work* not owned by the *Construction Manager* and not covered by MHCA rates: Actual rental cost, confirmed by receipt of quotation from a third-party rental agency.

For the purposes of this provision, the labour rates shall include the actual wage paid to the employee, plus a combined payroll burden and overhead allowance of sixty-five percent (65%). The payroll burden and overhead allowance shall include Canada Pension Plan, Employment Insurance, Workers Compensation, union dues and Construction Labour Relations Association of Manitoba premiums (where applicable), payroll tax, employee benefit plans, vacation allowance, payroll services, human resources services, training allowances, information systems and services, small tools and tool management, corporate office expenses, corporate office administration and any other payments required by law.

Subcontractors

- .3 the amounts approved by the *Owner* at the time of execution of the *Contract* of all contracts or written agreements with *Subcontractors* and *Suppliers*. When a *Subcontractor* is required to perform the extra work, the *Owner* will pay the *Construction Manager* an amount equal to the *Subcontractor's* actual costs for labour, materials and equipment used for the extra work, provided

that the rates, overhead allowance and profits do not exceed those outlined above:

Others

- .4 quality assurance such as independent inspection and testing services;
- .5 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .6 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .7 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
- .8 third party costs for removal and disposal of waste products and debris;
- .9 third party costs for safety measures and requirements, including third party costs due to emergencies affecting the safety of persons or property;
- .10 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
- .11 *Project* specific information technology programs, but only if specifically required by the *Owner* in the *Contract Documents*;
- .12 premiums for *Project* specific insurance required by the *Owner*, but specifically excluding the insurance required in paragraph 11.1.1 of GC 11.1 – INSURANCE;
- .13 the premiums for the bonds required in GC 11.2 – CONTRACT SECURITY.

8.1A For greater certainty, any cost categories not included in Article A-8.1 above, do not form part of the *Cost of the Work*, and are not reimbursable. For further certainty, the following cost categories are not included in the *Cost of the Work* and are not separately reimbursable:

- .1 the cost of insurance maintained by the *Construction Manager* under paragraphs 11.1.1 of GC 11.1 – INSURANCE;
- .2 travel and subsistence expenses of the *Construction Manager's* personnel;
- .3 deposits lost;
- .4 unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier's* default, insolvency or abandonment; termination of any *Subcontractor's* or *Supplier's* right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor's* or *Supplier's* contract due to default by the *Subcontractor* or *Supplier*;
- .5 charges for long distance telephone and facsimile communications, courier services, or reproduction of *Contract Documents* incurred in relation to the performance of this *Contract*;
- .6 legal costs incurred by the *Construction Manager* in relation to the performance of the *Work* or the *Services*;
- .7 the cost of financing the *Work*;
- .8 the cost of auditing when requested by the *Owner*;
- .9 losses and expenses sustained by the *Construction Manager* for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable;
- .10 any other costs incurred in the performance of the *Work* not included in paragraph A-8.1;
- .11 costs for correction of defects and deficiencies pursuant to GC 2.5.1 or GC 12.3.4 and any other items for which the *Construction Manager* is responsible pursuant to this *Contract*.

.2 Add new Articles A-8.5 and A-8.6 to read as follows:

8.5 In the event of a delay described in GC 6.5 – DELAYS, the *Construction Manager's* compensation on account of such delay shall be limited as set forth in GC 6.5 – DELAYS.

8.6 At the *Owner's* request, the *Construction Manager* shall provide the *Consultant* with:

- .1 detailed and accurate statements showing: (i) description, cost (including expenses for operation and maintenance) and time for *Construction Equipment* used by the *Construction Manager*; (ii) description, cost and quantity for *Products* used by the *Construction Manager*; (iii) rate of pay and hours of work for each of the persons employed by the *Construction Manager*; and
- .2 access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements. The *Owner* may audit the rates for compliance.

3 Article A-9 Contract Price

- .1 Article A-9.1: Delete Article A-9.1.2 in its entirety.

4 Article A-10 Options

- .1 Add new articles A-10.5 and A-10.6 as follows:

10.5 If the *Owner* elects to exercise the *Stipulated Price* option, the *Owner* shall provide the *Construction Manager* with a package setting out the detailed scope of *Work*, the proposed liquidated damages, the applicable schedule, and other relevant commercial terms. The *Owner* and *Construction Manager* shall work together to establish a reasonable timeframe for the exchange of this information to support the *Construction Manager's* procurement of *Subcontractors* and *Suppliers*. Within a reasonable time after receipt, the *Construction Manager* shall submit a proposal setting out its proposed *Contract Price* and identifying any *Work* requiring the *Owner's* advance authorization in order to meet the *Contract Time*. The *Construction Manager's* proposal shall remain open for acceptance by the *Owner* for a period of 60 days.

10.6 Notwithstanding any other provision herein, in the event the *Owner* is unsatisfied with the *Construction Manager's* proposal for any of the options described in this Article 10 – Options after requesting the same, the *Owner* may terminate this *Contract* at any time in accordance with paragraphs 7.1.8 and 7.1.9.

5 Article A-11 Payment

- .1 Delete Article A-11.2 and replace with the following:

11.2 Interest on any amount properly owing to either the *Owner* or *Construction Manager* under the *Contract* and not paid when due shall be calculated and payable at the prejudgment interest rate prescribed from time to time under *The King's Bench Act* (Manitoba), calculated from the date such amount became due until the date of payment.

6 Article A-15 Owner Policies

- .1 Add new Article A-15 – *Owner Policies*:

ARTICLE A-15 OWNER POLICIES

15.1 The *Construction Manager* shall, and shall cause its employees, the *Subcontractors* and its employees to, comply with all policies, rules and regulations established by the *Owner* which apply to any contractors who attend a facility or work site, including the *Place of the Work* operated by the *Owner*, including those policies, rules and regulations set out in the *Owner's Strategic Plans and Policies* webpage <https://www.winnipeg.ca/city-governance/strategic-plans-policies>, as may be supplemented or modified by the *Owner* from time to time. The *Construction Manager* must also review and comply with the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>.

15.2 Where a change to the policies, rules or regulations referred to in paragraph 15.1 requires a change to the *Work* giving rise to a *Change Order* or *Change Directive*, such change shall be authorized and valued in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE, as applicable.

7 Article A-16 Confidentiality

- .1 Add new Article A-16 – CONFIDENTIALITY AND OWNERSHIP OF INFORMATION as follows:

ARTICLE A-16 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

16.1 The *Construction Manager* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* except where required by law, without first obtaining the written consent of the *Owner*. The *Construction Manager* may disclose any portion of the *Contract Documents*, or any other information provided to the *Construction Manager* by the *Owner*

to any *Subcontractor* or *Supplier* if the *Construction Manager* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Construction Manager* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Construction Manager* shall not publish issue or make any statements or news release, electronic or otherwise concerning the *Contract*, the *Work*, or the *Project*, without the express written consent of the *Owner*.

- 16.2 The *Contract*, all deliverables produced or developed, and information provided to or acquired by the *Construction Manager* are the property of the *Owner* and shall not be appropriated for the *Construction Manager's* own use, or for the use of any third party.

8 Article A-17 General

- .1 Add new Article A-17 GENERAL as follows:

ARTICLE A-17 GENERAL

Declarations

- 17.1 Good Faith

The *Construction Manager* declares that in entering into the *Contract*: (a) it does so in good faith and that to the best of its knowledge no member of *Council* or any officer or employee of the *Owner* has any pecuniary interest, direct or indirect, in the *Contract* which has not been disclosed to and approved by the authority having jurisdiction; (b) it has not participated in any collusive scheme or combine; (c) the *Construction Manager* and any proposed *Subcontractor(s)* conduct their respective business in accordance with established international codes embodied in the *United Nations Universal Declaration of Human Rights* (UDHR) and the *International Labour Organization* (ILO) conventions as ratified by Canada; (d) it shall forfeit all claims under the *Contract* as well as refund to the *Owner* any monies paid to it, beyond its actual proven expenses for *Work* done, if any of the forgoing declarations are shown to be false.

- 17.2 Unfair Labour Practices

- .1 The *Owner* is committed and requires the *Construction Managers* and their *Subcontractors*, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by *International Labour Organization* (ILO) eight (8) fundamental conventions and the *United Nations Universal Declaration of Human Rights* which includes child and forced labour.
- .2 Upon request from the *Consultant*, the *Construction Manager* 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.). Failure to provide the evidence required hereunder may be determined to be an event of default.
- .3 In the event that the *Owner*, in its sole discretion, determines the *Construction Manager* to have violated the requirements of this ARTICLE 1-17.2 it will be considered a fundamental breach of the *Contract* and the *Construction Manager* shall pay to the *Owner* a sum specified by the *Consultant* in writing ("*Unfair Labour Practice Penalty*"). Such a violation shall also be considered an event of default. The *Unfair Labour Practice Penalty* shall be such a sum as determined appropriate by the *Owner*, having due regard to the gravity of the violation, any cost of obtaining replacement goods/services or rectification of the breach, and the impact upon the *Owner's* reputation. In no instance shall the *Unfair Labour Practice Penalty* exceed the total of twice the *Contract Price*. The obligations and rights conveyed by this clause survive the expiry or termination of this *Contract*.

General Provisions

- 17.3 The *Construction Manager* is an independent contractor and not an agent or representative of the *Owner*. The *Construction Manager* shall be solely responsible for any and all payments and/or deductions required to be made including those required for the Canada Pension Plan, Employment Insurance, workers' compensation and federal and provincial income tax.
- 17.4 Time is of the essence in the performance of this *Contract*.
- 17.5 In addition to those provisions of the *Contract Documents* that are expressly stated to survive the termination

or expiration of this *Contract*, the provisions of this *Contract* that are by their nature intended to survive termination or expiration of this *Contract* shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

- 17.6 Where the *Construction Manager* consists of more than one person, the obligations of the *Construction Manager* shall be joint and several.
- 17.7 Each provision of this *Contract* shall be valid and enforceable to the fullest extent permitted by law. If any provision of this *Contract* is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this *Contract*. Further, any such severed provision shall be modified only to the extent necessary to render it enforceable and shall then become binding on the parties.

9 Article A-18 Contract Formation

- .1 Add new Article A-18 – CONTRACT FORMATION as follows:

ARTICLE A-18 CONTRACT FORMATION

- 18.1 The *Contract Documents* include the *Award Letter*. This *Contract* was formed upon the receipt of the *Award Letter* by the *Construction Manager*.
- 18.2 This *Contract* may be executed in multiple counterparts, each of which shall be deemed an original agreement and constitute the same agreement. The counterparts of this *Contract* may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document as if the original had been received.

DEFINITIONS

10 Definitions

- .1 Amend the definition of “*Consultant*” by deleting the second sentence.
- .2 Add the following definitions:

Award Letter

Award Letter means the letter sent by the Chief Administrative Officer of the *Owner* or their delegated authority notifying the *Construction Manager* that the *Contract* has been awarded to the *Construction Manager*.

Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description which is communicated to or comes into the possession or control of the *Construction Manager* at any time, but *Confidential Information* shall not include information that:

- a. is or becomes generally available to the public without fault or breach on the part of the *Construction Manager*, including without limitation breach of any duty of confidentiality owed by the *Construction Manager* to the *Owner* or to any third party, but only after that information becomes generally available to the public;
- b. the *Construction Manager* can demonstrate to have been rightfully obtained by the *Construction Manager* from a third party who had the right to transfer or disclose it to the *Construction Manager* free of any obligation of confidence;
- c. the *Construction Manager* can demonstrate to have been rightfully known to or in the possession of the *Construction Manager* at the time of disclosure, free of any obligation of confidence; or
- d. is independently developed by the *Construction Manager* without the use of any *Confidential Information*.

Council

Council means the Council of the City of Winnipeg.

General Requirements

General Requirements means the *Owner's Contract Document* titled "General Requirements".

Proper Invoice

Proper Invoice means an invoice with the information and documentation required by *Payment Legislation* provided in accordance with the instructions on the *Owner's* website at: <https://legacy.winnipeg.ca/finance/corporate-accounts-payable.stm>.

Supply Chain Disruption

Supply Chain Disruption means an inability by the *Construction Manager* to obtain goods or services from third parties necessary to perform *the Work* within the schedule specified therein, despite the *Construction Manager* making all reasonable commercial efforts to procure same.

- .3 The definitions "Class A Construction Estimate", "Class B Construction Estimate", "Class C Construction Estimate" and "Class D Construction Estimate" shall be interpreted in accordance with the following table:

Estimate Classification	Project Definition	Design % Complete	Accuracy of Cost Estimate	Description / Use
Class 1 (Class A)	Detail Design Drawing and Specification Complete, Pre-Tender Estimate	~90%–95%	-5% to +10%	Prepared based on completed detail design documentation, including plans and specifications, as well as complete project delivery plans; used at the pre-tender estimate stage.
Class 2 (Class B)	Design Development in progress	~60%	-10% to +20%	Prepared in progressive detail from a Class 3 estimate and used to establish a contract value against which decisions can be made to revise project scope and manage risk at a specific design-development milestone.
Class 3 (Class C)	Preliminary Design, for Budget Authorization	~30%	-20% to +30%	Based on completed preliminary design documentation; forms the basis for budget authorization and sets the initial control estimate against which project deliverables will be measured.
Class 4 (Class D)	Feasibility Study	~10%	-30% to +60%	Prepared based on limited information, with some engineering work completed and preliminary scope determination.
Class 5 (Class D)	Concept Screening, Rough Order of Magnitude Estimate	~1%	-50% to +100%	Rough estimate prepared based on very limited information, with no engineering work completed; used to assess initial viability and for long-range capital planning.

PART 1 - GENERAL PROVISIONS

11 GC 1.1 Contract Documents

- .1 Delete paragraphs 1.1.3 and 1.1.4 and replace with the following paragraph 1.1.3:

The *Construction Manager* shall review the *Contract Documents* for the purpose of facilitating and co-ordination and execution of the *Work* by the *Construction Manager*. The *Construction Manager* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Construction Manager* or that the *Construction Manager* may discover from such a review. Such review by the *Construction Manager* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*. Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Construction Manager* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Construction Manager* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Construction Manager* could not reasonably have discovered from such a review in accordance with the standard of care. If the

Construction Manager does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Construction Manager* shall not proceed with the *Work* affected until the *Construction Manager* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 - CHANGES IN THE WORK.

.2 Delete paragraph 1.1.5.1 and replace with the following:

.1 the order of priority of documents, from highest to lowest, shall be:

- the Award Letter
- the Further Supplementary Conditions
- the Supplementary Conditions
- the Agreement between Owner and Construction Manager (including the Appendices and Schedules to the Agreement)
- the Definitions
- the General Conditions
- the *General Requirements*
- Division 01 of the *Specifications*
- the Schedule to the *General Requirements* titled “Additional Specifications”
- the other technical *Specifications*
- material and finishing schedules
- the *Drawings*

12 GC 1.3 Rights and Remedies

.1 Add new paragraph 1.3.3 as follows:

- 1.3.3 No review or examination of, comments upon, approval of, or failure to review, examine, comment upon or approve any aspect of the *Work*, *Drawings* or *Shop Drawings* shall:
- .1 relieve the *Construction Manager* from, or alter or affect, the *Construction Manager's* liabilities or responsibilities under the *Contract*;
 - .2 shall constitute acceptance of any *Work* or *Products* that are not in accordance with the requirements of the *Contract Documents*; or
 - .3 operate as a waiver of any of the *Owner's* rights against the *Construction Manager* under the *Contract*.

13 GC 1.4 Assignment

.1 Delete paragraph 1.4.1 and replace with the following:

The *Construction Manager* shall not assign the *Contract* or any payments thereunder without the prior consent of the *Owner*. In the event of a permitted assignment of the *Contract* by the *Construction Manager*, such assignment shall not relieve the *Construction Manager* from its obligations and liabilities hereunder.

PART 2 - ADMINISTRATION OF THE CONTRACT

14 GC 2.2 Authority of the Consultant

.1 Delete paragraph 2.2.2 and replace with the following:

Nothing in this *Contract* shall limit the *Owner's* ability to perform the responsibilities assigned to the *Consultant* in this *Contract* (including giving notices to the *Construction Manager* that the *Consultant* is permitted to give) or otherwise restrict the *Owner's* right to revoke the *Consultant's* authority to act on behalf of the *Owner*.

.2 Add new paragraph 2.2.3 as follows:

- 2.2.3 The *Owner* may, in its sole discretion, designate an employee of the *Owner* or an internal department of the *Owner* to perform some or all of the responsibilities assigned to the *Consultant* under this *Contract*. Any reference to the *Consultant* in this *Contract* shall, to the extent of such designation, be deemed to include

such employee or internal department.

15 GC 2.3 Role of the Consultant

- .1 Add the following to the end of paragraph 2.3.5:

“and the *Construction Manager* will remain fully responsible for meeting all the requirements of the *Contract Documents* whether or not the *Work* has been reviewed by the *Consultant*.”

- .2 Add the following to the end of paragraph 2.3.12:

“If, in the opinion of the *Construction Manager*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within 10 *Working Days* of the receipt of a *Supplemental Instruction*, provide the *Consultant* with a *Notice in Writing* to that effect which shall include the *Construction Manager*’s good faith estimate of the expected adjustment to the *Contract Price* or the *Contract Time* and a clear and unequivocal statement of the intention to make a claim for such adjustment. Failure to provide such *Notice in Writing* within such time shall preclude the *Construction Manager* from making a claim for an adjustment in the *Contract Price* or the *Contract Time* as a result of the *Supplemental Instruction*.”

- .3 Paragraph 2.3.18: delete the words, “against whom the *Construction Manager* makes no reasonable objection and”.

16 GC 2.4 Review and Inspection of the Work

- .1 Add the following new paragraph 2.4.6:

If the *Owner* has arranged with the *Construction Manager* the coordination of testing, surveys, inspections or other professional services at the *Place of the Work*, and the testing, surveying, inspections or other professional services is interfered, prolonged or delayed as a result of the *Construction Manager* failing to properly coordinate the attendance or the applicable portions of the *Place of the Work* or *Work* are not prepared, then the *Construction Manager* will be responsible to the *Owner* for the incremental and additional costs charged by the professional service provider as a result of interference, prolongation or delay.

17 GC 2.5 Defective Work

- .1 Add the following new items after paragraph 2.5.1:

.1 The *Construction Manager* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.

.2 The *Construction Manager* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.

- .2 In paragraph 2.5.3, delete the words: “, otherwise the cost of correcting such work shall be included in the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK.”

- .3 Add new paragraph 2.5.4 as follows:

If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 - EXECUTION OF THE WORK

18 GC 3.1 Control of the Work

- .1 Add new paragraphs 3.1.4, 3.1.5 and 3.1.6 as follows:

- 3.1.4 The *Work* and any *Construction Equipment* shall remain at the risk and responsibility of the *Construction Manager* from the commencement of the *Work* until *Ready-for-Takeover*.
- 3.1.5 The *Construction Manager* will remain fully responsible for meeting all the requirements of the *Contract Documents* whether or not the *Work* has been reviewed by the *Consultant*.
- 3.1.6 The *Construction Manager* represents that, prior to entering into the *Contract*, it conducted such investigations and examinations of the *Place of the Work*, the *Contract Documents*, and any other documents made available to the *Construction Manager* by the *Owner*, including legal descriptions, test results, independent testing agency reports, surveys, and documents indicating the location of utilities and other structures to the extent obtained by the *Owner*, as would be conducted by an experienced and prudent contractor exercising the standard of care described in paragraph 3.9.1, so as to ascertain the nature and location of the *Work*, properly inferable, readily apparent, or readily discoverable conditions, possible delays in commencing phases of the *Work*, and conditions relating to transportation, handling and storage of materials and facilities needed to perform the *Work*. Nothing in this paragraph 3.1.5 restricts the application of GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS to conditions that were not properly inferable, readily apparent, or readily discoverable by the *Construction Manager* exercising the standard of care described in paragraph 3.9.1 prior to the date of the *Contract*.

19 GC 3.2 Construction by Owner or Other Contractors

- .1 Delete paragraphs 3.2.2 and 3.2.3 and replace with the following:
 - 3.2.2 The *Construction Manager* acknowledges that *Other Contractors* may be present at the *Place of the Work* during the execution of the *Work* by the *Construction Manager*.
 - 3.2.3 For the purposes of this paragraph 3.2.3, *Other Contractors* is limited to contractors, other than the *Construction Manager*, engaged by the *Owner* to perform work at the *Place of the Work* in connection with the *Project* or work incidental thereto, and does not include any other contractor engaged by the *Owner* for purposes unrelated to the *Project*. In respect of such *Other Contractors*, the *Construction Manager* must:
 - .1 cooperate with *Other Contractors*;
 - .2 coordinate its *Work* with the *Other Contractors*' work to eliminate or, if it is not possible to eliminate, minimize any delays to the *Work*;
 - .3 not obstruct, delay or interfere with or damage *Other Contractors*' work or property;
 - .4 comply with all instructions from the *Owner* regarding the *Construction Manager's Work* and *Other Contractors* and their work;
 - .5 retain overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*; andthe *Construction Manager* acknowledges and agrees that any action of the *Construction Manager* under this paragraph 3.2.3 does not lessen or otherwise affect the *Construction Manager's* other obligations under the *Contract*.
- .2 Add to the beginning of 3.2.4: "Except for any co-ordination and integration of the *Work* required under paragraph 3.2.3,"

20 GC 3.4 Construction Schedule

- .1 Add the following new paragraph 3.4.2:

If, due to the fault of the *Construction Manager*, the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, the *Construction Manager* shall take appropriate steps, at the *Construction Manager's* own expense, to cause the actual progress of the *Work* to conform to the schedule such that the date for achieving *Ready-for-Takeover* of the *Work* specified in the Agreement shall be achieved. The *Construction Manager* shall produce and present to the *Owner* and the *Consultant*, for their review and approval, a recovery plan demonstrating how the *Construction Manager* will achieve the recovery of the schedule. The *Owner* shall be entitled to withhold any payment otherwise due to the *Construction Manager* until such time as the *Construction Manager* submits the recovery plan to the *Owner* and the *Consultant*.

21 GC 3.5 Supervision

- .1 Delete paragraph 3.5.1 and replace with the following:

The *Construction Manager* shall employ a competent supervisor and necessary assistants who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The supervisor shall not be changed or replaced except for valid reason, and with the prior written approval of the *Owner*.

- .2 Delete paragraph 3.5.2 and replace with the following:

The representative appointed by the *Construction Manager* shall represent the *Construction Manager* at the *Place of the Work* and shall have full authority to act on written instructions given by the *Consultant* and/or the *Owner*. Instructions given to the appointed representative shall be deemed to have been given to the *Construction Manager* and both the appointed representative and any project manager shall have full authority to act on behalf of the *Construction Manager* and bind the *Construction Manager* in matters related to the *Contract*.

22 GC 3.6 Subcontractors and Suppliers

- .1 Delete paragraph 3.6.1 and replace with the following:

3.6.1 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers* for each of the various parts of the *Work* to be subcontracted:

- .1 solicit bids from *Subcontractor* and *Suppliers* in accordance with paragraphs 3.6.6 and 3.6.7 and the procurement requirements in Section D7 of the *General Requirements*;
- .2 evaluate each proposal or bid received for the various parts of the *Work* to be subcontracted, and present to the *Owner* a summary of all proposals or bids, including the *Construction Manager's* recommendation for the contract award;
- .3 obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected;
- .4 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .5 incorporate the terms and conditions of the *Contract Documents* and any other provisions reasonably prescribed by the *Owner*, into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .6 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.

- .2 Delete paragraph 3.6.3 and replace with the following:

3.6.3 The *Owner* may, in its sole discretion, prohibit a contract award to a *Subcontractor* or *Supplier* recommended by the *Construction Manager* only where:

- .1 the *Owner* is under the reasonable apprehension that the recommended *Subcontractor* or *Supplier* has engaged in fraud, gross negligence or other dishonest conduct with its bid or its performance of work for the *Owner* (on this *Project* or other projects); or
- .2 the recommended *Subcontractor* or *Supplier* has been formally debarred or sanctioned by the *Owner* or another public authority.

- .3 Add the following new paragraphs 3.6.6, 3.6.7, 3.6.8 and 3.6.9:

3.6.6 In soliciting bids and contracting with *Subcontractors* and *Suppliers*, the *Construction Manager* shall at all times: act in good faith and in the best interest of the *Owner*, abide by the *Owner's* Purchasing Policy (see <https://legacy.winnipeg.ca/finance/findata/matmgt/policy/policy.pdf>) as amended from time to time, and any trade agreement obligations that apply to the *Owner*, and shall avoid any conflict of interest between its duties to the *Owner* and any other duties or interests which it may have. The *Construction Manager* must immediately notify the *Owner* whenever it becomes aware of any matter which does or may give rise to a conflict of interest.

3.6.7 The *Construction Manager* (and its affiliated companies) may only perform a trade scope of work in accordance with the *General Requirements*. The *Owner* shall set the terms for the *Construction Manager's* bidding on trade scopes to ensure integrity of the bidding process and compliance with the *Owner's* Purchasing Policy.

- 3.6.8 The *Construction Manager* agrees to employ those *Subcontractors* and *Suppliers* accepted by the *Owner* at the signing of the *Contract*. The *Construction Manager* acknowledges that the *Owner*, in awarding the *Contract*, has relied on the *Construction Manager's* representations that certain *Subcontractors* and *Suppliers* are vital to the *Project*, and the *Construction Manager* shall not change the accepted *Subcontractors* and *Suppliers* without the prior written approval of the *Owner*, which may be withheld at the sole discretion of the *Owner*.
- 3.6.9 The *Construction Manager* shall not vary or change the terms, contract amount or scope of any contracts with *Subcontractors* or *Suppliers* without prior written approval of the *Owner*, which may be withheld at the sole discretion of the *Owner*.

23 GC 3.7 Labour and Products

- .1 Add the following new sentence to the end of paragraph 3.7.1:

The *Owner* may require, in writing, the *Construction Manager* to remove and replace any individual performing any part of the *Work* at the *Place of the Work*, who, in the *Owner's* opinion, acting reasonably, is not qualified to perform the job as assigned, is not following any applicable provision of this *Contract*, has acted carelessly or recklessly at the *Place of the Work*, or poses a threat to health and safety.

- .2 Add the following new paragraphs 3.7.3 and 3.7.4:

3.7.3 The *Construction Manager* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and *Other Contractors* to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

3.7.4 Title to all *Products* shall, subject always to the *Construction Manager's* lien rights, vest in the *Owner* absolutely upon delivery to the *Place of the Work* or upon payment thereof, whichever shall happen first, but risk of loss remains with the *Construction Manager*.

24 GC 3.8 Shop Drawings

- .1 Paragraph 3.8.1: Add the words, “or as the *Consultant* may reasonably request” after “*Contract Documents*”.
- .2 Amend paragraphs 3.8.2 and 3.8.5 by adding “*Owner* and the” before “*Consultant*”.
- .3 Amend paragraphs 3.8.3 and 3.8.7 by adding “or the *Owner*” after “*Consultant*”.
- .4 Amend paragraphs 3.8.4 and 3.8.6 by adding “or the *Owner's*” after “*Consultant's*”.

25 Add new GC 3.9 and 3.10:

GC 3.9 PERFORMANCE BY CONSTRUCTION MANAGER

- 3.9.1 In performing its services and obligations under the *Contract*, the *Construction Manager* shall exercise the standard of care that would normally be provided by an experienced and prudent *Construction Manager* supplying similar services for similar projects. The *Construction Manager* acknowledges and agrees that throughout the *Contract*, the *Construction Manager's* obligations, duties, and responsibilities shall be interpreted in accordance with this standard. The *Construction Manager* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- 3.9.2 The *Construction Manager* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are appropriately experienced; and
 - .2 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Construction Manager* to perform its work under the *Contract*.

GC 3.10 RIGHT OF ENTRY

- 3.10.1 The *Owner* shall have the right, for itself, its agents, representatives or other persons, to enter, occupy or use any portion of the *Place of the Work*, at any time and for so long a time as the *Consultant* may require. While at the *Place of the Work*, the *Owner*, its agents, representatives or other persons acting on its behalf shall observe the *Construction Manager's* safety rules and requirements. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Construction Manager* from responsibility to complete the *Contract*.
- 3.10.2 If the *Place of the Work* is currently occupied by the *Owner*, the *Construction Manager* shall abide by and enforce directives and policies provided by the *Owner*, including any by-laws regarding signs, advertisements, fires and smoking at the *Place of the Work* as directed by the *Owner* or required by law or directed by any governmental or quasi-governmental authority.

PART 5 - PAYMENT

26 GC 5.1 Financing Information Required of the Owner

- .1 Delete GC 5.1 in its entirety.

27 GC 5.2 Accounting and Audit

- .1 In paragraph 5.2.2: Delete the words “a period of 1 year from the date of the final certificate for payment” and replace with “a period of 3 years after *Ready-for-Takeover*”.

28 GC 5.3 Application and Payment for Pre-Construction Services

- .1 Delete paragraphs 5.3.1 and 5.3.2 in their entirety and replace with the following new paragraph 5.3.1:

5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Pre-Construction Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE FOR PRE-CONSTRUCTION SERVICES in accordance with the payment procedures set out in GC 5.4.

29 GC 5.4 Applications for Payment for the Work

- .1 In paragraph 5.4.1 after “as the *Work* progresses” add:

“in accordance with the instructions on the *Owner's* corporate accounts payable portal and should copy the *Consultant* on submission of its invoice.”

- .2 In paragraph 5.4.7 after “the *Place of Work*” add:

“, a clearance certificate under provincial sales tax legislation, such supporting documentation as the *Owner* may reasonably require to substantiate the application, and”

- .3 Add the following new paragraphs 5.4.10 and 5.4.11:

5.4.10 Each application for payment shall be in the form of a *Proper Invoice*. As a condition of receiving each payment, the *Construction Manager* shall submit all information and required by a *Proper Invoice*. For greater certainty and without limiting the foregoing, an invoice shall only be considered to meet the definition of a “Proper Invoice” under the *Payment Legislation* if it includes all requirements of a *Proper Invoice* as required by this *Contract*.

5.4.11 The *Owner* shall make payments to the *Construction Manager* by direct deposit to the *Construction Manager's* banking institution, and by no other means. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf. Payments will not be made until the *Construction Manager* has made satisfactory direct deposit arrangements with the *Owner*.

30 GC 5.5 Payment for the Work

- .1 Add new paragraph 5.5.2 to read as follows:

- 5.5.2 Notwithstanding any other provision of this *Contract*, the *Owner* may refuse to make the whole or any part of any payment otherwise due under this *Contract* including payment of any holdback (to the extent permitted by law), to the extent that is reasonably necessary to protect the *Owner* from loss because:
- .1 the *Work* is defective, or completed *Work* has been damaged requiring correction or replacement;
 - .2 the *Owner* has been required to correct defective *Work* or complete *Work* in accordance with paragraph 7.1.4.1;
 - .3 liens have been filed against the *Work* or written notice of a lien in respect of the *Work* has been given to the *Owner*;
 - .4 of third party monetary claims against the *Construction Manager* that are enforceable against the *Owner*;
 - .5 there are other items or deficiencies entitling the *Owner* to a set-off pursuant to this *Contract*;
 - .6 the *Construction Manager* has failed to deliver all manuals, records, as-built drawings, written warranties or other deliverables contemplated by the *Contract Documents*; or
 - .7 the *Construction Manager* owes or is liable to the *Owner* for amounts under the *Contract*.

31 GC 5.6 Substantial Performance of the Work and Payment of Holdback

- .1 Delete paragraph 5.6.2 in its entirety.

32 GC 5.7 Final Payment for the Work

- .1 Add the following sentence to the end of paragraph 5.7.1:

“The *Construction Manager’s* application for final payment shall be identified as a final invoice and be accompanied by any documents or materials not yet delivered pursuant to the *Contract Documents* or otherwise reasonably required by the *Owner*, including, but not limited to, any undelivered as-built drawings and operations and maintenance documents, as applicable.”

- .2 In paragraph 5.7.4: Replace “5” with “28”.

- .3 Add the following new paragraph 5.7.5 and 5.7.6:

5.7.5 Should as-built drawings or any other documents or materials required by the *Contract* not be delivered in accordance with the timing specified in the *Contract*, and where timing of delivery is not specified elsewhere in the *Contract* by the submission of the *Construction Manager’s* application for final payment under the *Contract*, then (to the extent allowed by law) any amounts previously retained by the *Owner* pursuant to the *Contract* may be used by the *Owner* to defray the cost of preparing or replacing the documents or materials, which the *Construction Manager* failed to deliver.

5.7.6 Subject to the *Construction Manager’s* warranty obligations under PART 12, any breach of the *Contract* by the *Construction Manager*, and acceptance by the *Construction Manager* of payment on account of the final *Proper Invoice* shall constitute a waiver and release by the *Construction Manager* of all claims against the *Owner* whether for payment for *Work* done, damages or otherwise arising out of the *Contract*.

33 GC 5.9 Non-Conforming Work

- .1 Add the following new paragraph 5.9.2:

5.9.2 Notwithstanding any other provision of this *Contract*, the *Construction Manager* shall not be entitled to any compensation and shall have no claim in respect of the costs incurred by the *Construction Manager* in remedying errors and omissions in the performance of the *Work* that are attributable to the *Construction Manager*, the *Construction Manager’s* servants, agents, *Suppliers*, *Subcontractors* or persons for whom the *Construction Manager* is responsible or the failure of any *Work* or *Products* to conform to the requirements of the *Contract Documents*.

PART 6 – CHANGES IN THE WORK

34 GC 6.1 Owner’s Right to Make Changes

- .1 Add the following to the end of paragraph 6.1.2:

Changes to the *Work* performed by the *Construction Manager* without a prior *Change Order* or a *Change Directive*, shall be at the *Construction Manager's* sole risk, cost and expense and the *Owner* shall not be liable for any claim for compensation in respect thereof by the *Construction Manager*. Claims by the *Construction Manager* for a change in the *Contract Price* shall be barred unless there has been strict compliance with all requirements in PART 6 – CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alteration or additions to the *Work* and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this *Contract* or a claim for any extension of the *Contract Time*.

.2 Add the following new paragraphs 6.1.4 and 6.1.5:

6.1.4 The *Construction Manager* agrees that changes due to construction co-ordination items, including but not limited to site conditions, site co-ordination, *Subcontractor* co-ordination, trade co-ordination, training and certification of personnel (including training and certification of personnel required on account of a change to the *Work*), and weather considerations, are included in the *Contract Price* and shall not constitute a change in the *Work* or otherwise entitle the *Construction Manager* to any additional compensation.

6.1.5 Notwithstanding anything to the contrary herein, the adjustment (if any) to the *Contract Price*, *Contract Time*, and *Guaranteed Maximum Price* recorded in a *Change Order* or calculated pursuant to a *Change Directive* shall be the only adjustment made to the *Contract Price* and *Contract Time* for the applicable change in the *Work* *Change Order* and the *Construction Manager* will not be entitled to be paid any additional amount (including, without limitation, on account of cumulative impact of changes to the *Work*) or to be granted any additional time to perform the *Work* as a result of or arising in any way, either directly or indirectly, from the change in the *Work* other than that adjustment of the *Contract Time* and *Contract Price* agreed to and recorded in the *Change Order* or calculated pursuant to a *Change Directive* (as the case may be).

35 GC 6.2 Change Order

.1 Add the following sentence to the end of paragraph 6.2.1:

Quotations for changes to the *Work* provided by the *Construction Manager* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*, and shall be in such form as the *Consultant* may reasonably require.

36 GC 6.3 Change Directive

.1 Delete paragraph 6.3.6 and replace with the following:

6.3.6 The adjustment to the *Cost of the Work* as the result of a *Change Directive* shall be adjusted in accordance with Article 8 – COST OF THE WORK. The adjustment to the *Fee for Construction Services* shall be based on the application of the percentage fee in Article A-7 – CONSTRUCTION MANAGER'S FEE FOR CONSTRUCTION SERVICES.

37 GC 6.4 Concealed or Unknown Conditions

.1 Add the following to the end of paragraph 6.4.1:

Failure by the *Construction Manager* to give a clear and unequivocal *Notice in Writing* within the time stipulated in this paragraph 6.4.1 will constitute a waiver of the *Construction Manager's* right to a change in the *Work* as contemplated by paragraph 6.4.2.

.2 Add new paragraph 6.4.5 to read as follows:

6.4.5 The *Construction Manager* acknowledges that prior to entering into the *Contract*, it has inspected the physical conditions of the *Place of the Work*. Notwithstanding any other provision of this *Contract*, the *Construction Manager* agrees not to seek any increases in the *Fee for Construction Services*, the *Guaranteed Maximum Price*, the *Contract Price*, the *Cost of the Work* or an adjustment to the *Contract Time* in respect of any conditions that were visible or could have been reasonably inferred by the *Construction Manager* prior to the date of the *Contract*.

38 GC 6.5 Delays

- .1 Delete paragraph 6.5.4 and substitute the following:

Notwithstanding anything herein to the contrary, no extension of the *Contract Time* will be given and the *Construction Manager* shall not be entitled to payment for costs incurred as a result of any delay unless *Notice in Writing* (including details as to the cause of delay) is given to the *Consultant* and the *Owner* no later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay, only one *Notice in Writing* shall be necessary. Failure on the part of the *Construction Manager* to give such *Notice in Writing* to the *Consultant* and the *Owner* in accordance with this paragraph 6.5.4 will constitute a waiver of the *Construction Manager's* right to make a claim for an adjustment to the *Contract Price* or the *Contract Time* as a result of such delay, provided that such waiver and release shall not apply if the *Construction Manager* demonstrates that the *Owner* was not prejudiced by the act or omission giving rise to the potential waiver.

- .2 Add new paragraph 6.5.6 to read as follows:

Notwithstanding anything herein to the contrary, if the *Construction Manager* is delayed for 30 days or longer in the performance of the *Work* pursuant to paragraph 6.5.2 or 6.5.3, the *Owner* may terminate the *Contract* by written notice to the *Construction Manager* given at any time after the expiry of such 30 day period, in which case paragraph 7.1.5 hereof shall apply.

- .3 Add new paragraph 6.5.7 to read as follows:

Notwithstanding anything herein to the contrary, no extension of the *Contract Time* will be given and the *Construction Manager* shall not be entitled to payment for costs incurred as a result of any delay if and to the extent that such delay did not result in a delay to the critical path of the *Construction Manager's* completion of the *Work* or could have been reasonably mitigated by the *Construction Manager*.

- .4 Add new paragraph 6.5.8 to read as follows:

6.5.8 If the *Construction Manager* is delayed in the performance of the *Work* by reason of a *Supply Chain Disruption*, the *Work* schedule may be adjusted by a period of time equal to the time lost due to such delay. Increased costs do not, in and of themselves, amount to a *Supply Chain Disruption*. A minimum of 5 *Working Days* prior to the commencement of *Work*, the *Construction Manager* shall declare whether a *Supply Chain Disruption* will affect the commencement of the *Work*. For any *Supply Chain Disruption* identified after *Work* has commenced, the *Construction Manager* shall, within 5 *Working Days* of becoming aware of the anticipated *Supply Chain Disruption*, declare the *Supply Chain Disruption* and shall provide sufficient evidence that the *Supply Chain Disruption* is directly related to ordering of *Products*, production and/or manufacturing schedules or availability of staff. Failure to provide this notice will result in no additional time delays being considered by the *Owner*. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the *Contract*, is carried over to the following construction season. Where *Work* is carried over solely as a result of *Supply Chain Disruption*, the cost of temporary works to maintain the *Work* in a safe manner until *Work* recommences will be considered by the *Consultant*.

39 GC 6.6 Claims for a Change in the Contract Price

- .1 Add the following to the end of paragraph 6.6.1:

“Failure to give such *Notice in Writing* of intent to claim to the other party and the *Consultant* in strict compliance with any express time period stipulated in the *Contract Documents* will constitute a waiver of the right to make such a claim, provided that such waiver and release shall not apply if the *Construction Manager* demonstrates that the *Owner* was not prejudiced by the act or omission giving rise to the potential waiver.”

40 GC 6.7 Fuel Price Adjustment

- .1 Add new GC 6.7 FUEL PRICE ADJUSTMENT as follows:

6.7.1 The *Contract* is subject to a fuel price adjustment which will be calculated monthly based on eligible *Work* completed utilizing the following mathematical formulas:

- .1 where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
- .2 where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where

BFI = base fuel index; CFI = current fuel index; FF = fuel factor; and Q = monetary value of Work applied in the calculation.

- 6.7.2 The base fuel index (BFI) will be the retail price of fuel identified in the *Contract Documents* based on latest published “Monthly average retail prices for gasoline and fuel by geography” for Winnipeg, published by Statistics Canada, Table 18-10-0001-01. The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations. The current fuel index (CFI) based on the above blended rate will be determined for each month of work and applied on the next practicable progress estimate once rates are published by Statistics Canada. A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the *Contract* unit prices will be used to calculate the assumed apportioned cost of fuel.
- 6.7.3 Fuel cost adjustments may result in additional payment to the *Construction Manager* or credit to the *Owner*. The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- 6.7.4 Fuel escalation adjustments will not be considered beyond the *Ready-for-Takeover* except where those dates are adjusted by *Change Order*. Fuel de-escalation adjustments will apply for *Work* that extends beyond the dates specified for *Ready-for-Takeover*.

PART 7 - DEFAULT NOTICE

41 GC 7.1 Owner’s Right to Perform the Work, Terminate the Construction Manager’s Right to Continue with the Work or Terminate the Contract

- .1 Delete paragraph 7.1.1 in its entirety and replace with the following:

If the *Construction Manager* neglects, refuses, or fails to properly provide the *Pre-Construction Services* or perform the *Work*, or otherwise fails to comply with this *Contract*, other than with respect to a purely technical or administrative requirement that does not prejudice the *Owner* or the *Project*, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* which provides the detail of such (except for a default that is related to the *Pre-Construction Services*), the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Construction Manager* is in default of the *Construction Manager’s* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- .2 Add new paragraph 7.1.10 as follows:

7.1.10 If an event of default has occurred pursuant to GC 7.1.2, and the *Construction Manager* has failed to comply with the curative provisions, the *Owner* may, without process or action at law, do any one or more of the following where doing so is reasonably proportionate with the circumstances of the *Construction Manager’s* event of default and its impact on the *Work*: (a) withhold or retain the whole or part of any payment; (b) take the whole of the *Work*, or any part or parts thereof out of the hands of the *Construction Manager*; (c) demand payment for any amount owed to the *Owner*, including amounts paid or costs incurred by the *Owner* in connection with the event of default; (d) terminate the *Contract*.

42 GC 7.2 Construction Manager’s Right to Suspend the Work or Terminate the Contract

- .1 Delete paragraph 7.2.2 in its entirety.
- .2 Delete paragraph 7.2.3.1 in its entirety.
- .3 Add the phrase “, except where the *Owner* has a *bona fide* claim for set off” to the end of paragraph 7.2.3.3.
- .4 Paragraph 7.2.4: Delete “5 *Working Days*” and substitute “10 days”.
- .5 Delete paragraph 7.2.5.4 in its entirety.

- .6 Paragraph 7.2.5.5: Delete the words, “during the *Construction Phase*,” and replace “including reasonable loss of profit” with “excluding loss of anticipated profit or indirect, consequential, special or punitive damages”.

PART 8 – DISPUTE RESOLUTION

43 GC 8.3 Negotiation Mediation and Arbitration

- .1 Add the following sentence to paragraph 8.3.3:

The following informal dispute resolution process shall be followed where the *Construction Manager* disagrees with any opinion, determination, or decision of the *Consultant* (“Dispute”). In the event of a Dispute, attempts shall be made by the *Consultant* and the *Construction Manager*’s equivalent representative to resolve Disputes within the normal course of project dealings. In the event of a dispute, attempts shall be made by the *Consultant* and the *Construction Manager*’s equivalent representative to resolve disputes within the normal course of project dealings. Disputes which cannot be resolved within the normal course of project dealings shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum: (i) the *Owner*’s contract administrator; (ii) supervisory level between the *Owner*’s contract administrator and the applicable department head of the *Owner* responsible for the *Work*; (iii) the applicable department head of the *Owner* responsible for the *Work*. Both the *Owner* and the *Construction Manager* agree to make all reasonable efforts to conduct the above escalating negotiation process within 20 *Working Days*, unless both parties agree, in writing, to extend that period of time. Neither party may have legal counsel present during such negotiations.

- .2 Paragraph 8.3.4: Delete “10 *Working Days*” and substitute “30 *Working Days*”.

PART 9 - PROTECTION OF PERSONS AND PROPERTY

44 GC 9.1 Protection of Work and Property

- .1 Delete paragraph 9.1.1.1 and replace with the following:

“errors or omissions in the *Contract Documents* which the *Construction Manager* could not have discovered applying the standard of care described in paragraph 3.9.1; or”

- .2 Delete paragraph 9.1.2 in its entirety and replace with the following:

If required by the *Contract Documents*, before commencing any *Work*, the *Construction Manager* shall determine the locations of all underground utilities and structures indicated in or inferable from the *Contract Documents*, or that are reasonably apparent in or inferable from an inspection of the *Place of the Work* exercising the degree of care or skill described in paragraph 3.9.

45 GC 9.4 Construction Safety

- .1 Delete paragraph 9.4.5 and add the following new paragraphs 9.4.5 and 9.4.6 as follows:

9.4.5 The *Construction Manager* shall indemnify and save harmless the *Owner*, its agents, officers, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Construction Manager*’s own forces under the applicable construction health and safety legislation at the *Place of the Work* or as a result of the *Construction Manager* failing to fulfil its obligations hereunder, including the payment of legal fees and disbursements on a full indemnity basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.

9.4.6 Without restricting the generality of any other portion of this GC 9.4, the *Construction Manager* acknowledges that it is the “prime contractor” or “constructor” for the *Place of the Work* pursuant to applicable construction health and safety legislation at the *Place of the Work* providing for a “prime contractor”, “constructor”, or other similar role. The *Construction Manager* undertakes to carry out the duties and responsibilities of the “prime contractor”, “constructor” or other similar role. The *Construction Manager* shall indemnify and hold harmless the *Owner* from any liability for claims, damages or penalties, including reasonable legal fees to defend any offences, arising from the *Construction Manager*’s failure to comply with

the duties, responsibilities and obligations of the “prime contractor”, “constructor” or other similar role.

PART 10 - GOVERNING REGULATIONS

46 GC 10.1 Taxes and Duties

- .1 Add the following as new paragraphs 10.1.2 and 10.1.3.

10.1.2 If the *Construction Manager* is a non-resident of Canada, the *Owner* shall retain and remit the prescribed percentage of withholding tax from the *Fee for Pre-Construction Services* and the *Fee for Construction Services*, unless the *Construction Manager* first provides the *Owner* with an appropriate certificate exempting the *Owner* from remitting the prescribed withholding tax. The *Construction Manager* shall indemnify and hold harmless the *Owner* from and against all liability for withholding taxes, penalties and interest payable pursuant to the *Income Tax Act* (Canada) in relation to the performance of the *Pre-construction Services*, the *Construction Services* and the *Work* by a non-resident of Canada.

10.1.3 The *Construction Manager* shall indemnify and hold harmless the *Owner* from and against liability for all *Value Added Taxes*, excise taxes, workers’ compensation assessments or other charges (including late interest and penalties) in relation to the performance of the *Work* that are payable by the *Construction Manager* to any governmental authority.

47 GC 10.2 Laws, Notices, Permits and Fees

- .1 Paragraph 10.2.5: Delete the word “The” from the first line of the paragraph and replace with “Subject to paragraph 1.1.3 of GC 1.1 – CONTRACT DOCUMENTS, the”.

48 GC 10.4 Worker’s Compensation

- .1 Add the following new paragraph 10.4.2:

The *Construction Manager* shall ensure that workers’ compensation covers all workers engaged in the *Work* in accordance with the statutory requirements of the province or territory having jurisdiction over such employees, including the provision of voluntary coverage, where applicable, for all workers engaged in the *Work* for whom mandatory coverage under workers’ compensation legislation in force at the *Place of the Work* does not apply. The *Construction Manager* will indemnify and hold harmless the *Owner* from and against all liability incurred by the *Owner* as a result of the failure of the *Construction Manager* to ensure coverage under the workers’ compensation legislation in force at the *Place of the Work*.

49 GC 10.5 Accessibility

- .1 Add new GC 10.5 as follows:

GC 10.5 ACCESSIBILITY

10.5.1 The *Accessibility for Manitobans Act* (AMA) imposes obligations on the *Owner* to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (CSSR). The *Construction Manager* agrees to comply with the accessible customer services obligations under the CSSR and further agrees that when providing the goods or services or otherwise acting on the *Owner’s* behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

50 Artificial Intelligence

- .1 Add new GC 10.6 as follows:

GC 10.6 ARTIFICIAL INTELLIGENCE

- 10.6.1 The *Construction Manager* understands and agrees that the *Owner* is a public entity and may be subject to The Public Sector Artificial Intelligence And Cybersecurity Governance Act, S.M. 2026, c. 43 (AI Act), which applies to the use of AI Systems (as defined in the AI Act) by public sector entities. As such, any use of AI Systems by the *Construction Manager* shall be in accordance with the terms of the AI Act. Should any changes to the AI Act, including the implementation of regulations necessitate changes to the terms of this *Contract*, the *Construction Manager* agrees that this *Contract* shall be amended as may be necessary for the *Owner* to comply with its legislative requirements. *Construction Manager* shall not, and shall not permit its subcontractors, to upload, input, prompt, disclose, transmit, process, or use the *Owner's Confidential Information*, including personal information, with or in AI Systems without the express written permission of the *Owner*.

PART 11 - INSURANCE

51 GC11.1 Insurance

- .1 Delete paragraph 11.1.1.3 to 11.1.1.6.

- .2 Add the following to the end of paragraph 11.1.1:

Notwithstanding the requirements of CCDC 41, the insurance limits for the insurances required in paragraphs 11.1.1.1 are \$5,000,000, the insurance limits required in and 11.1.1.2 are \$2,000,000 and the insurance limits required in 11.1.1.8 are \$1,000,000 per occurrence with a \$2,000,000 aggregate.

- .3 Add the following new paragraph 11.1.9:

11.1.9 The *Owner* shall provide and maintain the following owner-controlled insurance program to remain in place as outlined below. The *Owner* reserves the right to add, delete, revise and redefine insurance requirements and deductibles at any time, at its sole discretion, or as necessitated by market conditions and/or extensions of the insurance policies during the term of the *Project*:

.1 Wrap-up liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses. The following provisions shall also apply:

.1 The *Construction Manager* shall be responsible for deductibles up to \$50,000 for any one loss.

.2 The insurance will be written jointly to cover the *Owner*, *Construction Manager*, and *Subcontractors* as insureds. Provision of this insurance by the *Owner* is not intended in any way to relieve the *Construction Manager* from its obligations under the terms of the *Contract*. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the *Owner* remains with the *Construction Manager*.

.3 Wrap-up liability insurance shall be maintained from the date of the commencement of the *Work* until the completion of the *Work* and shall include an additional 24 months completed operations coverage which will take affect after completion of the *Work*.

.2 All risks course of construction insurance including equipment breakdown and testing and commissioning in the amount of one hundred percent (100%) of the *Contract Price*, written in the name of the *Construction Manager* and the *Owner*, at all times during the performance of the *Work* and until the date of *Ready for Takeover* and the completion of all testing and commissioning. The *Construction Manager* shall be responsible for minimum deductibles of \$100,000 for all losses except for flood and water damage losses and testing and commissioning subject to \$150,000 deductible;

The *Construction Manager* shall provide the *Owner* with any information reasonably requested by the

Owner, from time to time, to enable the insurance specified in this paragraph 11.1.9 to be underwritten by competent insurers. Such information can include but not be limited to the *Construction Manager's* 5 year claims history and experience on similar projects. Such information to be provided within 14 days of request by the *Owner*.

52 GC 11.2 Contract Security

- .1 Add the following new GC 11.2:

GC 11.2 CONTRACT SECURITY

11.2.1 The *Construction Manager* shall, prior to the commencement of the *Work*, provide to the *Owner*:

- .1 a performance bond in an amount equal to 50% of the estimated *Contract Price*, covering the performance of the *Contract*, including the *Construction Manager's* requirements with respect to the correction of deficiencies and the fulfillment of all warranties, available at: <https://www.winnipeg.ca/media/4928/> (Schedule A - Form of Notice <https://www.winnipeg.ca/media/4831/> Schedule B - Surety's Acknowledgement <https://www.winnipeg.ca/media/4832/> Schedule C - Surety's Position <https://www.winnipeg.ca/media/4833/>); and
- .2 a labour and material payment bond in an amount equal to 50% of the estimated *Contract Price* covering payment for labour and *Products*, available at: <https://www.winnipeg.ca/media/4930/> (Schedule A - Notice of Claim <https://www.winnipeg.ca/media/4834/> Schedule B - Acknowledgement of a Notice <https://www.winnipeg.ca/media/4835/> Schedule C - Surety's Position <https://www.winnipeg.ca/media/4836/>).

11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the expiry of the warranty period described in GC 12.3.

11.2.3 If submitted in digital format the contract security must meet the following criteria:

- .1 the version submitted by the *Construction Manager* must have valid digital signatures and seals;
- .2 the version submitted by the *Construction Manager* must be verifiable by the *Owner* 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;
- .3 the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the *Owner*, and in a single file. Allowable formats include pdf;
- .4 the verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees; and
- .5 the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding paragraph 11.2.2(b).

11.2.3 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 GC 7.1. If a digital bond fails the verification process, the *Construction Manager* may provide a replacement bond (in hard copy or digital format) within 7 days of the *Owner's* request or within such greater period of time as the *Owner* in their discretion, exercised reasonably, allows.

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

11.2.5 The *Construction Manager* shall provide:

- .1 the required contract security to: The City of Winnipeg Legal Services Department, 185 King Street, 3rd Floor, Winnipeg, MB R3B 1J1; and
- .2 the *Consultant* with copies of the required contract security, within 7 days of notification of the award of the *Contract* and prior to the commencement of any *Work* at the *Place of the Work*.

11.2.6 The *Construction Manager* shall, as soon as practicable after entering into a contract with a *Subcontractor*:

- .1 give the *Subcontractor* written notice of the existence of the labour and material payment bond in paragraph 11.2.1(b); and

- .2 post a notice of the bond and/or a copy of that bond in a conspicuous location at the *Place of the Work*.

PART 12 OWNER TAKEOVER

53 GC 12.1 Ready-for-Takeover

- .1 Delete paragraph 12.1.2 in its entirety.

54 GC 12.3 Warranty

- .1 Add the following new sentence to the end of paragraph 12.3.2:

“The *Construction Manager* warrants that the *Work* will be in accordance with the *Contract Documents* and that the *Work* (including, without limitation, the *Products*) will be completed in a good and workmanlike manner and will be free from all defects and deficiencies.”

- .2 Add the following to the end of paragraph 12.3.4:

“The *Construction Manager* shall arrange a warranty inspection with the *Consultant* within a reasonable time before the warranty expires. If the *Construction Manager* does not arrange such an inspection or does not promptly and diligently correct any defect or deficiency in the *Work* for which it has a *Notice in Writing* under GC 12.3.3, then the *Owner* may correct such defect or deficiency and the *Construction Manager* shall reimburse the *Owner* for all reasonable costs and expenses incurred by the *Owner* in such regard within 30 days of the *Owner* invoicing the *Construction Manager* for such amounts. The term “defects and deficiencies” includes all damage resulting from any defect or deficiency.”

- .3 Add new paragraphs 12.3.8, 12.3.9, 12.3.10 to read as follows:

12.3.8 Where applicable, warranties shall take into account seasonal deficiencies, such as for landscaping, and the commencement of such warranties shall commence upon the date that the seasonal deficiencies have been remedied.

12.3.9 If a defect or deficiency prevents the full and normal use or operation of the *Work* or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the *Work* whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed and shall begin to run again when the defect or deficiency has been corrected to the satisfaction of the *Consultant*. If all outstanding defects or deficiencies have not been corrected to the satisfaction of the *Consultant* by at least 2 weeks prior to the date on which the warranty would expire, then the *Consultant* may require the *Construction Manager* to extend the warranty period for a further period of 1 year for those defects or deficiencies still outstanding and uncorrected.

12.3.10 The *Consultant* shall certify acceptance of the *Work* upon: (a) the satisfactory performance of the *Work* during the warranty period; (b) the *Construction Manager* having fully corrected all defects and deficiencies identified during the warranty period; and (c) the successful conclusion of any tests required under the *Contract*. Only certification of acceptance of the *Work* shall constitute acceptance of the *Work* or acceptance that the *Work* or any part thereof has been duly performed.

PART 13 INDEMNIFICATION, LIMITATION OF LIABILITY AND WAIVER OF CLAIMS

55 GC 13.2 Limitation of Liability

- .1 Add the following words to the end of paragraph 13.2.1.3:

“or loss of profit, loss of use, loss of production, loss of business, claims of customers or loss of business opportunity”.

56 GC 13.3 Waiver of Claims

- .1 Delete paragraph 13.3.3, 13.3.4, and 13.3.5 in their entirety.

57 Add new Part 14 –THIRD PARTY AGREEMENTS as follows:

PART 14 THIRD PARTY AGREEMENTS

- 14.1 If funding for the *Work* of the *Contract* is being provided to the *Owner* by the Government of Manitoba and/or the Government of Canada then, as required by the applicable funding agreements, the terms and conditions set out in this Part 14 – THIRD PARTY AGREEMENTS shall apply. Notwithstanding the order of priority of documents set out in paragraph 1.1.5.1, or anything else to the contrary in the *Contract Documents*, in the event of any conflict, discrepancy or inconsistency between this Part 14 – Third Party Agreements and any other *Contract Document*, the terms of this Part 14 – Third Party Agreements shall govern and take precedence.
- 14.2 In the event that the obligations in this Part 14 – THIRD PARTY AGREEMENTS apply but the *Construction Manager* was not given notice prior to the *Contract* effective date, the *Owner* shall give the *Construction Manager Notice in Writing* as soon as reasonably practicable after the *Owner* becomes aware that a funding obligation under this Part 14 will apply. Actual costs legitimately incurred by the *Construction Manager* as a direct result of the after the fact imposition of these obligations shall be determined by the actual cost to the *Construction Manager* and not by the valuation methods outlined in Part 6 — CHANGES IN THE WORK, and, in all other respects, the *Construction Manager* shall be entitled for the such funding costs to be processed in accordance with Part 6 — CHANGES IN THE WORK.
- 14.3 For the purposes of this Part 14 – THIRD PARTY AGREEMENTS:
- .1 "Government of Canada" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- .2 "Government of Manitoba" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- 14.4 In addition to the indemnity obligations outlined in GC 13.1 — INDEMNIFICATION, the *Construction Manager* 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 *Construction Manager* or arising from this *Contract* or the *Work*, or from the goods or services provided or required to be provided by the *Construction Manager*, 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.
- 14.5 The *Construction Manager* 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:
- .1 any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- .2 any damage to or loss or destruction of property of any person; or
- .3 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 the *Contract* or the *Work*.
- 14.6 The *Construction Manager* shall maintain and preserve accurate and complete records in respect of the *Contract* and the *Work*, including all accounting records, financial documents, copies of contracts with other parties and other records relating to the *Contract* and the *Work* during the term of the *Contract* and for at least 6 years after *Ready-for-Takeover*. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- 14.7 In addition to the record keeping and inspection obligations elsewhere in the *Contract*, the *Construction Manager* shall keep available for inspection and audit at all reasonable times while this *Contract* is in effect and until at least 6 years after *Ready-for-Takeover*, all records, documents, and contracts referred to in paragraph 10.6.6 for inspection, copying and audit by the *Owner*, 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 *Owner*, 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 *Owner*, the Government of Manitoba, and/or the Government of Canada from time to time.
- 14.8 The *Construction Manager* consents to the *Owner* providing a copy of the *Contract Documents* to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- 14.9 If the *Lobbyists Registration Act* (Manitoba) applies to the *Construction Manager*, the *Construction Manager* 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 the *Contract*.
- 14.10 The *Construction Manager* 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*.
- 14.11 The *Construction Manager* shall properly account for the *Work* provided under the *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.
- 14.12 The *Construction Manager* 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.
- 14.13 The *Construction Manager* 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 *Construction Manager* or of a *Subcontractor*, and that no such member is entitled to any benefits arising from this *Contract* or from a contract with the *Construction Manager* or a *Subcontractor* concerning the *Work*.
- 14.14 If not already required under the insurance requirements identified in the *Contract*, the *Construction Manager* will be required to provide wrap-up liability insurance in an amount of no less than five million dollars (\$5,000,000) inclusive per occurrence. Such policy will be written in the joint names of the *Owner*, *Construction Manager*, *Consultant* and all *Subcontractors* and sub-consultants and include 12 months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- 14.15 The *Construction Manager* shall obtain and maintain third party liability insurance with minimum coverage of five million dollars (\$5,000,000.00) per occurrence on all licensed vehicles operated at the *Place of the Work*. In the event that this requirement conflicts with another licensed vehicle insurance requirement in the *Contract Documents*, then the requirement that provides the higher level of insurance shall apply.
- 14.16 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 30 days' prior written notice to the Government of Manitoba in case of insurance cancellation.

END OF SECTION

Further Supplementary Conditions for Stipulated Price Option

These Further Supplementary Conditions (the *Further Supplementary Conditions*) only apply if and when the option to exercise the *Stipulated Price* has been agreed by the *Owner* and *Construction Manager*. After the execution of the *Change Order* to exercise the *Stipulated Price* option, the *Further Supplementary Conditions* apply to the Amendments to the Agreement in Appendix 1.

In the event that any provisions Appendix 1 are deleted in these *Further Supplementary Conditions*, the original provisions in the original *Supplementary Conditions* or the *General Conditions*, as the case may be, continue to apply.

1 Article A-19 Liquidated Damages for Delay

- .1 Add a new Article A-19 – Liquidated Damages for Delay

ARTICLE A-19 LIQUIDATED DAMAGES FOR DELAY

- 19.1 The *Construction Manager* acknowledges that timely performance of the *Work* is of utmost importance to the *Owner*, and that the *Owner* requires that contractual milestones, including *Ready-for-Takeover* be achieved within the *Contract Time*. If the *Construction Manager* fails to achieve one of the milestones on or before the date stipulated by the *Contract Documents* (as such date may be adjusted as provided in the *Contract Documents*), the *Construction Manager* shall be liable for and pay to the *Owner* liquidated damages at the rate established or determined in the *Change Order* exercising the *Stipulated Price* option.
- 19.2 The *Owner* and the *Construction Manager* acknowledge and agree that the amounts set forth in this paragraph 19.1 are a genuine and reasonable pre-estimate of the *Owner's* damages for the *Construction Manager's* failure to achieve critical stages, *Ready-for-Takeover* or completion of all *Work* within the *Contract Time*. The *Owner* shall be entitled to retain any amounts that become payable by the *Construction Manager* pursuant to this paragraph 19.1 from moneys otherwise payable to the *Construction Manager* under the *Contract*.

2 GC 1.1 Contract Documents

- .1 Add the following to the end of paragraph 1.1.3

“In giving its *Stipulated Price*, the *Construction Manager* represents and warrants it is satisfied that pursuant to its review under this paragraph, there are no significant ambiguities or inconsistencies which would materially alter the *Contract Price* or *Contract Time*.

3 Amendment 10: GC 2.4 Review and Inspection of the Work

- .1 Add the new paragraphs in Amendment 10 (misnumbered as 2.3.6 and 2.3.7) after the new paragraph 2.4.6 added in the Supplementary Conditions.

4 Amendment 12: GC 3.6 Subcontractors and Suppliers

- .1 Delete Amendment 12.

5 Amendment 15: GC 5.2 Accounting and Audit

.1 Delete Amendment 15.

6 Amendment 19: GC 6.3 Change Directive

.1 Replace paragraph 6.3.9 and 6.3.10 with the following new paragraph 6.3.9:

6.3.9 If a valuation is required pursuant to this paragraph 6.3.7, the *Construction Manager* shall provide the *Consultant* with:

.1 detailed and accurate statements showing: (i) description, cost (including expenses for operation and maintenance) and time for *Construction Equipment* used by the *Construction Manager*; (ii) description, cost and quantity for *Products* used by the *Construction Manager*; (iii) rate of pay and hours of work for each of the persons employed by the *Construction Manager*; and

.2 access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements. The *Owner* may audit the rates for compliance.

7 Amendment 24: GC 7.2 Construction Manager's Right to Suspend the Work or Terminate the Contract

.1 In paragraph 7.2.5 replace "including reasonable loss of profit" with "excluding loss of anticipated profit or indirect, consequential, special or punitive damages".

8 Amendment 25: GC 8.1 Authority of the Consultant

.1 Delete Amendment 25.

9 Amendment 28: GC 10.1 Taxes and Duties

.1 Delete paragraph 10.1.2 and replace as follows:

10.1.2 The *Contract Price* shall be adjusted if any change in a law or tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Customs Act*, the *Customs Tariff*, *The Mining Tax Act* (Manitoba), or *The Retail Sales Tax Act* (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation, or comparable legislation or other government policies in any other jurisdictions: (a) occurs after the time the *Change Order* exercising the *Stipulated Price* option is agreed; (b) applies to *Products*; and (c) affects the cost of such *Products* to the *Contract*.

.2 Add the following as new paragraphs 10.1.3 and 10.1.4:

10.1.3 If a change referred to in paragraph 10.1.2 occurs, the *Contract Price* shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the *Construction Manager*, to be the increase or decrease in the cost incurred that is directly attributable to that change and which the *Construction Manager* has proven to the *Consultant* represents the minimum amount of increase necessary. The *Construction Manager* shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent *Products* and reducing or eliminating the increase in *Contract Price*, including entering into purchase agreements with vendors located in other jurisdictions.

10.1.4 The *Construction Manager* shall also, at all times, comply with *The Retail Sales Tax Act* (Manitoba), including any applicable provisions respecting security for the payment of tax and shall provide evidence of compliance thereunder upon request.

10 Amendment 29: GC 10.2 Laws Notices, Permits, and Fees

- .1 Add a new sentence to the end of paragraph 10.2.7 as follows:

Failure on the part of the *Construction Manager* to advise the *Owner* in writing of such change to such laws, ordinances, rules, regulations, or codes in accordance with paragraph 10.2.5 will constitute a waiver of the *Construction Manager's* right to any such change in the *Contract Price*. Claims for a change in the *Contract Price* under paragraph 10.2.5 or this paragraph 10.2.7 are restricted to changes to any tariffs or *Value Added Taxes* which affect the cost of permits, *Products*, *Construction Equipment*, and site utilities necessary for the performance of the *Work* in accordance with the *Contract*.

END OF SECTION

PART D - GENERAL REQUIREMENTS

GENERAL

D1. GENERAL REQUIREMENTS

- D1.1 In addition to the requirements outlined in Canadian Construction Documents Committee (CCDC) – Construction Management Contract – for Services and Construction CCDC 5B – 2025 and including any modifications under the Supplementary Conditions for this *Contract*, these General Requirements are applicable to the *Construction Services* of the *Contract*.

D2. SCOPE OF WORK

- D2.1 The services to be done under the *Contract* shall consist of Construction Manager services for construction of an approximately 970 SM 3-bay fire paramedic station on approximately 1.34 acres.
- D2.2 The major phases of the services to be provided by the Construction Manager are as follows:
- (a) Pre-Construction Services
 - (b) Construction Services (including Post-Construction and Warranty)
- D2.3 The following shall apply to the *Construction Services*:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<https://dmis.winnipeg.ca/ViewCouncilPolicy?councilPolicyId=5989&customReferenceId=6036&minutIds=6037>
 - (b) Universal Design Policy
<https://dmis.winnipeg.ca/ViewCouncilPolicy?councilPolicyId=3604&customReferenceId=8313>
- D2.4 The current funds available for this *Contract* are \$10,800,000.00.

D3. DEFINITIONS

- D3.1 Capitalized terms in this Part D – General Requirements have the meanings set out in this Part D – General Requirements, unless defined in the General Conditions as amended by the Supplemental Conditions, the Specifications, or the Drawings.
- D3.2 When used in these General Requirements:
- (a) “*Authorities Having Jurisdiction*” means the government or other legal authority having the power to issue or authorize a required permit, license, or other form of approval, which must be obtained by the *Construction Manager* pursuant to the *Contract*;
 - (b) “*Construction Day*” means a day where the atmospheric and site conditions at the *Place of the Work* are such that the *Contractor* is able to work at least seven (7) hours during the period between 07:00 or the time the *Contractor*’s operations normally commence, whichever is earlier, and 19:00.
 - (c) “*CWADS*” means City of Winnipeg Accessibility Design Standard;
 - (d) “*Material*” means any things, including goods, parts and equipment, which are to form part of the permanent *Work*.
 - (e) “*Plant*” means any things brought to or constructed upon the *Place of the Work* by the *Construction Manager* or a *Subcontractor* for the performance of the *Work*, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include *Material*.

- (f) “*Total Performance*” means that the entire *Work*, except those items arising from the provisions of GC 12.3, have been *completed* in accordance with the *Contract*.
- (g) “*Warranty Work Orders*” means an order created to track and document repairs, replacements, or corrective work that are covered under the warranty agreement.

D4. PRE-COMMENCEMENT MEETING

- D4.1 At the pre-commencement meeting, the *Consultant* will identify additional personnel representing the *Consultant* and their respective roles and responsibilities for the *Project*.

D5. GENERAL SERVICES REQUIREMENTS

- D5.1 *Construction Manager* shall be responsible for managing and coordinating its team of contractors, *Subcontractors*, labourers, *Suppliers*, etc. throughout the duration of the *Project*.
- D5.2 *Construction Manager* shall coordinate and collaborate with the *Consultant* through all phases of design, pre-construction, construction and post-construction.
- D5.3 The *Construction Manager* shall:
 - (a) be responsible for providing expertise on construction methods, mean, materials and phasing. Recommendations shall follow best industry practice, with a focus on environmentally friendly initiatives and renewable energy alternatives, as outlined in D11, as well as budget and *Owner* requirements;
 - (b) Coordinate and collaborate with the *Consultant* to review and make recommendations on project scope, budget, timeline, construction methods, materials and phasing;
 - (c) manage cost control, trade/scope sequencing and schedule, and advise of project risks and provide recommendations on how to mitigate those risks;
 - (d) attend and participate in regular *Owner*, stakeholder, design and construction meetings;
 - (e) submit all construction meeting minutes with clear actionable items within 72 hours of the meeting to the *Consultant* and all others in attendance for distribution to the project team;
 - (f) provide monthly schedule updates during the construction phase, and review and comment on the construction schedule during construction;
 - a) the schedule updates should include a summary of work completed to date, including but not limited major changes within the reporting period, tracked issues, and upcoming milestones; and
 - (g) provide monthly progress reporting, and maintain accurate request for information (RFI), project change notice (PCN) and change order logs.
- D5.4 Commissioning: *Construction Manager* shall work with the *Consultant* team to incorporate commissioning into the project design and shall facilitate and coordinate commissioning related to building systems and building envelope commissioning, quality assurance and quality control testing with the independent commissioning consultant(s). Commissioning consultant(s) will be hired by the *Owner*.
- D5.5 Accessibility Consultant: *Construction Manager* shall work with the *Consultant* team to incorporate accessibility into the project design, ensure CWADS compliance and shall facilitate and coordinate accessibility reviews with the independent consultant(s). Accessibility consultant will be hired by the *Owner*.
- D5.6 Stakeholders: *Construction Manager* shall meet with, coordinate and deliver the requirements of project stakeholders throughout the entire design process respecting facility programming, maintenance and operational considerations/requirements of the new facility. *Consultant* shall identify the stakeholder groups and representatives with the *Construction Manager* at the outset of the *Pre-construction Services*.

- D5.7 Communication: *Construction Manager* shall establish an electronic folder system on a ShareFile site where project documents and reports from the field will reside for the team's reference.
- D5.7.1 *Construction Manager* shall conduct proper document management practices, according to City of Winnipeg Project Management Manual (PMM) standards, to file all relevant project documents (design documents, construction documents, closeout documents, meeting minutes, etc.) to the project's ShareFile site. PMM link can be found here:
https://legacy.winnipeg.ca/infrastructure/pdfs/manuals/PMM_Main_Body_V4-0.pdf
- D5.8 Prepare and submit Operation and Maintenance Manuals, which should include as-built drawings, manufacturer's literature, programming information, sequence of operations, parts list, and other supporting documentation required to operate and maintain the system.
- D5.9 Arrange and conduct hands-on training on the operation and maintenance of the building and all building systems.
- D5.10 Construction Services shall include labour, materials, equipment, design, fabrication, construction, delivery, installation, testing, commissioning, training and documentation.
- D5.11 Construction Manager shall arrange and pay for all necessary permits and inspections and obtain all necessary approvals from the Authorities Having Jurisdiction. On completion of the *Construction Services*, submit certificates of acceptance from the *Authorities Having Jurisdiction* to the *Consultant*.

D6. PRE-CONSTRUCTION SERVICES

- D6.1 Submittals to the *Consultant* in this phase:
- (a) Update cost estimate based on the 2024 preliminary cost estimate already commissioned by the *Owner* (to be provided after award of contract);
 - (b) Procurement phasing plan – initial and monthly updates;
 - (c) *Project* schedule and phasing development – initial and monthly updates;
 - (d) *Project* budget – initial and monthly updates;
 - (e) Risk register – initial and monthly updates;
 - (f) Communication protocols and procedures for the integration of the design and construction processes;
 - (g) Plans and procedures to manage construction access routes for construction traffic, equipment and material deliveries during construction;
 - (h) Plans and procedures to manage the stockpiling and hauling off-site of excavated material;
 - (i) Plans and procedures to ensure proper workmanship and maintain quality for construction activities performed during winter months;
 - (j) Community impact mitigation management plan, identifying activities that may impact the public, including a description by nature, timing and extent of the effect, and the steps the *Construction Manager* intends to take to minimize the extents and impacts of such effects;
 - (k) A plan for street cleaning.
- D6.2 *Project Schedule*: Provide both a *Project Schedule* in Gantt chart format, and also a detailed narrative. The narrative should provide commentaries explaining the appropriateness of the *Project Schedule* and supporting the rationale of the *Project Schedule*. *Project Schedule* should include, as a minimum, start and completion dates for the following:
- (a) Commencement;
 - (b) Milestones;
 - (c) Scheduled *Ready for Takeover*, Substantial Performance, and Occupancy dates;
 - (d) Scheduled *Total Performance* date;

- (e) Any site studies and investigation activities;
- (f) Major design activities;
- (g) Permits and approvals dates;
- (h) Procurement activities for materials and major equipment;
- (i) Construction activities sequencing, as well as start and completion dates;
- (j) Commissioning and testing; and
- (k) Training.

- D6.3 *Project Schedule* should be completed with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should include critical dates for review and approval processes by the *Consultant* and other organizations anticipated during the *Construction Services* of the *Project*, and reasonable times should be allowed for completion of these processes.
- D6.4 Schematic Design/Program of Requirements: Review WFPS Station Program and Functional Requirements and *Consultant's* Schematic Design, and provide input and comments to the *Consultant*;
- D6.5 Participate in the *Consultant's* Integrated Design Process. Review and provide comments on drawings and design concepts for: structural, mechanical, electrical, civil, landscaping, data/communication, security, universal design/accessibility, furnishings and equipment, instrumentation/control.
- D6.6 Review of any proposed alternative design approaches;
- D6.7 Consultation and review with *Authorities Having Jurisdiction* (if required/appropriate).

D7. CONSTRUCTION

- D7.1 Submittals to the *Consultant* in this phase:
- (a) Procurement phasing plan - biweekly updates to be provided to the *Consultant*;
 - (b) Project schedule and phasing plan – biweekly updates to be provided to the *Consultant*;
 - (c) Project budget reporting – biweekly updates to be provided to the *Consultant*;
 - (d) Risk Register - biweekly updates to be provided to the *Consultant*;
 - (e) Hoarding requirements and plan.
- D7.2 Consult with *Authorities Having Jurisdiction*.
- D7.3 Make and pay for all required permit applications, including building permit.
- (a) submit building permit applications, including liaise with the related *Owner* departments, as required; revise and resubmit as required by the *Owner* including the resolution of any *Authority Having Jurisdiction* issues; the *Owner* will pay for the building permit fees and the awarded *Construction Manager* will reimburse the *Owner* the fees; and
 - (b) assemble, prepare, and take responsibility for the submission of all remaining documents requested by the *Authorities Having Jurisdiction*, and provide all communication with the authorities as required.
- D7.4 Finalize the proposed phasing and sequencing plan;
- D7.5 Submit to the *Consultant* a list of proposed warranties applicable to building and construction components;
- D7.6 Verify specified materials and equipment are available within the required schedule;
- D7.7 Identify appropriate cash allowances for items such as signage;

- D7.8 Determine allowances for testing agencies to be engaged by the *Construction Manager* and paid for by the *Owner*;
- D7.9 As required, provide value engineering/analysis and cost reduction strategies and recommendations to keep costs within the *Project's* budget.
- D7.10 Conduct procurements in accordance with the following options:
- D7.10.1 Value of Contracts less than \$75,000: For all procurements within this range, *Construction Manager* may select *Contractors/Subcontractors* in accordance with its own policies and procedures, including self-performing the work provided it is the most cost-effective course of action that provides the *Owner* with value for money.
- D7.10.2 Value of Contracts \$75,000 - \$200,000: For all procurements of contracts within this range, *Construction Manager* shall obtain a minimum of three (3) quotes in a closed envelope process, which shall be submitted to the *Consultant* for opening and review. *Construction Manager* may submit a closed envelope bid for their own forces but must maintain separation procedures as to ensure fairness and open competition.
- D7.10.3 Value of Contracts over \$200,000: For all contracts above this value, *Construction Manager* shall conduct a publicly advertised competitive bid process. Such process shall be in accordance with D7.10.4.
- D7.10.4 The *Construction Manager* shall:
- (a) prepare and issue any procurement documents as needed, using the *Construction Manager's* own process/methods/forms;
 - (b) be responsible for arranging and facilitating any pre-bid meetings and site tours as required;
 - (c) update the Class 1 construction estimate as needed during the tendering/procurement phase to reflect the actual pricing received and contracts awarded;
 - (d) submit for the *Consultant's* review the bid form (inclusive of any project specific alternates, itemized and separate prices, etc.), instructions to bidders, and other contract documents, and revise the documents to incorporate the *Consultant's* comments. Elements of construction may be eligible for alternate funding and may be required to be identified separately within the tender form as itemized prices;
- D7.11 *Construction Manager* shall review *Subcontractor's* submittals and/or *Shop Drawings*, product data, and samples, for conformance with the design; maintain an electronic log to evidence the status and disposition of shop drawings and other required construction submittals.
- D7.12 *Construction Manager* shall review and validate the *Subcontractor's* project schedule and provide comments to the *Consultant*.
- D7.13 Contractor Safety: develop and submits all required safety documentation prior to respective construction activities taking place. Review any submitted safety documentation with the *Consultant*, including Safe Work Plans as set out in D12.
- D7.14 Change Control and Documentation:
- (a) Maintain an electronic record of changes as the *Project* progresses;
 - (b) maintain electronic logs to accurately document the status of all Proposed Change Notices (PCN's), Field Instructions (FI's) and Change Work Orders (CWO's);
 - (c) Prepare quotations for each PCN and submit quotations to the *Consultant* for review.
- D7.15 Provide written warranties and related documents to the *Consultant* for review.
- D7.16 Advise the *Consultant* when the building is perceived to be *Ready for Takeover*.
- D7.17 Advise the *Consultant* when the *Project* is perceived to have reached Substantial Performance.

- D7.18 Provide all final submittals required for *Ready for Takeover*, and all submittals required for Substantial Performance;
- D7.19 Create a comprehensive deficiency list (all disciplines), and monitor completion progress and time to complete all tasks.
- D7.20 Provide as-built drawings in AutoCAD to the *Consultant* for review and make all necessary changes.

D8. OPERATION AND MAINTENANCE MANUALS

D8.1 **Submission:** One month prior to *Ready for Takeover*, submit the Operation and Maintenance Manuals (O&Ms) to the *Consultant* to review for completeness.

- (a) *Consultant* will review and make comments. *Construction Manager* shall revise content of documents as required prior to final submittal. Final Operating and Maintenance Manuals are required to achieve *Ready for Takeover*.
- (b) Ensure any spare parts, maintenance manuals, and special tools provided are new, undamaged or defective, and of same quality and manufacturer as products provided in the *Construction Services*.
 - a) If requested, furnish evidence as to type, source and quality of products provided.
- (c) Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- (d) At *Ready for Takeover* submit to the *Consultant* four (4) hard copies of Operating and Maintenance Manuals, and one (1) digital copy on USB flash drive or digital format acceptable to the *Consultant*.

D8.2 **Format:** Organize in the form of an instructional manual, in D-ring vinyl binders. Identify binder cover with:

Project Record Documents Waverley West Fire Paramedic Station 15
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- (a) Provide title page and table of contents;
- (b) Arrange content by systems under Section numbers and sequence of Table of Contents;
- (c) On title page, include name, address and telephone numbers of *Construction Manager* and *Consultant(s)*, along with contact person names;
- (d) For each product or system: Provide name, address, telephone numbers and email addresses of *Subcontractor/Supplier*, along with contact person name. Include contact information for local source of supplies and replacement parts;
- (e) Drawings: Include part diagrams, system drawings, control and flow diagrams;
- (f) Materials and finishes: Product full information on building products, applied materials, finishes, and furnishings. Include product data with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering products;
- (g) Cleaning: Provide instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance;
- (h) Warranty: Include warranty certificates and information.

D9. TRAINING

D9.1 *Construction Manager* shall provide a minimum of three (3) sessions of two (2) hours of training for Fire Paramedic staff, and three (3) sessions of two (2) hours of training for maintenance staff. The training should be performed over several different days to ensure maximum coverage of operations and maintenance staff.

D9.2 Training sessions shall be video recorded. Three (3) DVD copies of the training videos shall be provided to the *Consultant* at the completion of training. The video recorded sessions will be used to train additional *Owner* staff at later dates, and as such they should be sufficiently detailed and possess good picture and sound quality.

D9.3 All training shall be arranged with the *Construction Manager*.

D9.4 **Project Closeout.** The *Construction Manager* shall:

- (a) Prepare and submit to the *Consultant* a deficiency list of items to be completed or corrected. Forward required submittals to the *Consultant* for review with a written report listing any submittals listed in the construction contract documents that have not been submitted;
- (b) Correct and/or complete all items on the deficiency list in a timely manner.

D10. POST-CONSTRUCTION AND WARRANTY SERVICES

D10.1 During the warranty period, *Construction Manager* shall review onsite defects which have been observed and reported during that period:

- (a) the *Consultant* will issue *Warranty Work Orders* to the *Construction Manager*;
- (b) *Construction Manager* shall maintain a *Warranty Work Order* log and provide the *Consultant* with monthly updates of the log.

D10.2 *Construction Manager* shall arrange and conduct a site visit one (1) month prior to the end of warranty with the *Construction Manager* to review for defects and advise the *Construction Manager* in writing to complete these items.

D11. GREEN BUILDING & SUSTAINABILITY

D11.1 At a minimum, the *Project* is expected to meet all requirements stated in the following sustainable standards and regulations, along with being a low carbon building:

- (a) Manitoba's Green Building Program;
- (b) City of Winnipeg Green Building Policy: New City-owned buildings and major additions <https://www.winnipeg.ca/media/3625>;
- (c) Efficiency Manitoba New Buildings Program 2.2;
- (d) LEED Silver Certification;
- (e) Requirements listed in the Investing in Canada Infrastructure Program (ICIP) funding application; and
- (f) CSA A460:19 Bird Friendly Building Design Standard.

D11.2 *Project* requirements:

Energy Design Target

- (a) Building's modelled energy efficiency must be 20% better than Manitoba Energy Code for Buildings.

Planning & Design Standards

- (b) Integrated design approach;
- (c) Permanent space for sorting and storage of recyclables;
- (d) Ventilation systems designed in accordance with ASHRAE 62.1 (sections 4-7);
- (e) Install a permanent meter(s) to measure potable water use for the building and grounds;
- (f) Install a permanent meter(s) to measure natural gas and electricity as per LEED certification requirements;

- (g) Select water efficient fixtures and fittings that meet or exceed ASHRAE 189.1, and integrate other water conservation measures;
- (h) Conduct a life-cycle cost analysis on major building systems;
- (i) Provide active transportation facilities (e.g.: indoor bicycle storage or outside cages or racks);
- (j) Design a sustainable landscape to reduce potable water use, apply low water landscape principles and practices; and
- (k) Provide natural light and views to the exterior from occupied spaces.

Adaption & Resilience Standards

- (l) Consider designing to accommodate future use of renewables.

Sustainable Materials

- (m) Select low-emitting finishes, furnishing, products and materials;
- (n) Give preference to products manufactured in Manitoba;
- (o) Give preference to materials with recycled content; and
- (p) Consider the reuse of existing buildings and salvaged building components.

Responsible Construction

- (q) Require erosion and sedimentation control plan;
- (r) Require air quality management plan; and
- (s) Implement a construction waste management plan, and report construction and demolition waste diverted from landfill.

Transition to Occupancy

- (t) Implement a non-smoking policy in and around the building;
- (u) Participate in local recycling programs;
- (v) Track/monitor building energy use, water use and ghg emissions;
- (w) Purchase energy efficient electronics and appliances;
- (x) Purchase low-emitting products and furnishings when doing building maintenance or renovation; and
- (y) Require green cleaning methods, equipment and products.

D11.3 Specific recommendations that are to be considered and where possible, included in the project design:

- (a) Reduce heating, cooling and lighting loads through climate-response design and conservation practices:
 - (i) Use passive solar design: orient, size and specify high-performance energy-efficient windows (e.g.: U-0.24 including frame); locate landscape elements with solar geometry and building load requirements in mind;
 - (ii) Use high-performance building envelopes; select walls (clear field effective value of R-30 or higher), roofs (clear field effective value of R-40 or higher), and other assemblies based on long-term insulation, air barrier performance and durability requirements;
 - (iii) Limit the fenestration and door areas to the maximum allowable as per National Energy Building Code (NECB) 2017, article 3.1.1.6 (Winnipeg 29%);
 - (iv) Consider an integrated landscape design that provides deciduous trees for summer shading, appropriate planting for windbreaks, and attractive outdoor spaces.
- (b) Specify efficient HVAC and lighting systems:
 - (i) Use energy efficient HVAC equipment and systems;

- (ii) Use lighting systems that consume less than 0.09 watt/square meter for ambient lighting;
 - (iii) Use Energy Star® approved energy efficient appliances.
- (c) Optimize building performance and system control strategies:
 - (i) Use energy modelling early in the design process;
 - (ii) Use sensors to control loads based on occupancy, schedule, and/or the availability of natural resources such as daylight or natural ventilation if applicable;
 - (iii) Use a comprehensive building commissioning plan throughout the life of the project as per LEED and Efficiency Manitoba New Buildings Program 2.2.
- D11.4 The *Owner* is in the process of completing a Climate Lens: Climate Change Resilience Assessment and Greenhouse Gas Mitigation Assessment.
- D11.5 Certification under the Canada Green Building Council's Zero Carbon Building (ZCB) Design Standard is not proposed. The implementation of low or zero carbon practices is preferred.
- D11.6 The *Construction Manager* shall use acceptable energy modelling software. This includes eQuest, IES-VE, or Energy Plus (with either Open Studio or Design Builder). Software limitations shall not excuse the limitation of accuracy of energy modelling to show compliance with the standard. Any software limitations are expected to be overcome with appropriate engineering calculations.
- D11.6.1 At project completion: the *Construction Manager* shall provide the *Consultant* with the energy modelling files and the output/results files. The weather file that was used for the modelling shall also be provided.

ADDITIONAL REQUIRED SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The *Contractor* shall be in good standing under *The Corporations Act* (Manitoba), or properly registered under *The Business Names Registration Act* (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, throughout the term of the *Contract*, and shall provide the *Consultant* with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The *Construction Manager* shall provide the *Consultant* with a Safe Work Plan at least five (5) *Working Days* prior to the commencement of any *Construction Services* at the *Place of the Work*.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the *Owner's* template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D13.3 Notwithstanding B13.4 at any time during the term of the *Contract*, the *Owner* may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A *Construction Manager*, who fails to provide a satisfactory COR Certificate or Annual Letter of Good Standing, will not be permitted to continue to perform any *Construction Services*.

D14. INSURANCE

- D14.1 The *Construction Manager* shall comply with the insurance requirements as outlined in the General Conditions and CCDC 41 "CCDC Insurance Requirements" and as may be amended by the Supplemental Conditions. The certificate of insurance is to be provided in a form satisfactory to the Supervisor of Insurance to:

The City of Winnipeg
Risk Management
Insurance Section
3rd Floor – 185 King Street
Winnipeg, MB R3B 1J1
Email – insurance@winnipeg.ca

D15. DETAILED WORK SCHEDULE

- D15.1 The *Construction Manager* shall provide the *Consultant* with a detailed work schedule at least two (2) *Working Days* prior to the commencement of any *Construction Services* on the *Place of the Work*.
- D15.2 The detailed work schedule shall consist of the following:
- (a) A critical path method schedule for the *Work*;
 - (b) A Gantt chart for the *Work* base on the critical path method schedule; and
 - (c) A daily manpower schedule for the *Work*
- all acceptable to the *Consultant*.
- D15.3 Further to D14.2(a), the critical path schedule shall clearly indicate start and completion dates of all activities/tasks making up the *Work* as well as showing those activities/tasks on the critical path.
- D15.4 Further to D14.2(b), the Gantt chart shall show the time on a weekly basis required to carry out the *Work* of each trade or specification division. Time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D15.5 Further to D14.2(c), the daily manpower schedule shall list the daily number of individuals on the site for each trade.

D16. ACCESSIBILITY PLAN

- D16.1 The *Construction Manager* shall provide the *Consultant* with an Accessibility Plan at least five (5) *Working Days* prior to the commencement of any *Construction Services* at the *Place of the Work*.
- D16.2 The Accessibility Plan shall demonstrate how the *Construction Manager* will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the *Contract Drawings*, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the construction. Unless noted in the *Contract*, the Accessibility Plan must include a written plan for the following:
- (a) How the *Construction Manager* will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk);
 - (b) How the *Construction Manager* will maintain access to bus stops within the *Place of the Work*;
 - (c) How the *Construction Manager* will maintain access to pedestrian corridors and half signals;
 - (d) How the *Construction Manager* will maintain cycling facilities;
 - (e) How the *Construction Manager* will maintain access to residents and businesses unless otherwise noted in the *Contract*;
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

- D16.3 The Accessibility Plan may also include figures, sketches, or *Drawings* to demonstrate the proposed plan.
- D16.4 The Accessibility Plan shall include written details on how the *Construction Manager* intends to review, maintain, and document all items related to the Accessibility Plan on-site during construction, including, but not limited to:
- (a) Signage;
 - (b) Temporary ramping;
 - (c) Transit stops; and
 - (d) Detour signage.
- D16.5 At minimum, the *Construction Manager* 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 *Construction Manager's* actions must be corrected immediately.
- D16.6 Any changes to the Accessibility Plan must be approved by the *Consultant*.
- D16.7 Upon request from the *Consultant*, the *Construction Manager* shall provide records demonstrating that the *Place of the Work* has been maintained.
- D16.8 Deficiencies as a direct result of actions by the *Construction Manager* that are not immediately corrected and/or failure to produce records that demonstrate that the *Place of the Work* was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the *Place of the Work* will be issued by the *Consultant*.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 The *Construction Manager* shall not commence any *Construction Services* until instructed in writing to do so by the *Consultant*. Add any other submissions or documents required after award but before commencement of the *Work* on the *Place of the Work*.
- D17.2 The *Construction Manager* shall not commence any *Pre-Construction Services* at the *Place of the Work* until:
- (a) the *Consultant* has confirmed receipt and approval of:
 - a) evidence of authority to carry on business specified in D12;
 - b) evidence of the Workers Compensation coverage specified in GC 10.4;
 - c) evidence of the insurance specified in D13;
 - d) evidence of the contract security specified in GC 11.2; and
 - e) the direct deposit application form specified in GC 5.4.11.
- D17.3 The *Construction Manager* shall not commence any *Construction Services* at the *Place of the Work* until:
- (a) the *Consultant* has confirmed receipt and approval of:
 - a) the Safe Work Plan specified in D13;

- b) the detailed work schedule specified in D14;and
 - c) the Accessibility Plan specified in D15.
 - (b) the *Construction Manager* has attended a pre-construction meeting with the *Consultant*, or the *Consultant* has waived the requirement for a pre-construction meeting.
- D17.4 The *Construction Manager* shall commence the *Pre-Construction Services* within seven (7) *Working Days* of receipt of the *Award Letter*.

D18. TOTAL PERFORMANCE

- D18.1 Further to GC 5.7, the *Construction Manager* shall attain *Total Performance* within the time stipulated in the *Change Order* exercising the Stipulated Price Option.
- D18.2 When the *Construction Manager* or the *Consultant* considers the *Construction Services* to be totally performed, the *Construction Manager* shall arrange, attend and assist in the inspection of the *Construction Services* with the *Consultant* for purposes of verifying *Total Performance*. Any defects or deficiencies in the *Construction Services* noted during that inspection shall be remedied by the *Construction Manager* at the earliest possible instance and the *Consultant* notified so that the *Construction Services* can be reinspected.
- D18.3 The date on which the *Construction Services* has been certified by the *Consultant* 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.

D19. SCHEDULED MAINTENANCE

- D19.1 The *Construction Manager* shall perform the scheduled maintenance in the manner and within the time periods required by the *Specifications* developed by the *Consultant*:
- D19.2 Determination of *Ready-for-Takeover* and *Total Performance* shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the *Construction Manager* to complete the scheduled maintenance.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular weekly job meetings will be held at the *Place of the Work*. These meetings shall be attended by a minimum of one representative of the *Consultant*, one representative of the *Owner* and one representative of the *Construction Manager*. Each representative shall be a responsible person capable of expressing the position of the *Consultant*, the *Owner* and the *Construction Manager* respectively on any matter discussed at the meeting including the *Construction Services* schedule and the need to make any revisions to the *Construction Services* schedule. The progress of the *Construction Services* will be reviewed at each of these meetings.
- D20.2 The *Consultant* reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 Further to GC 9.4, the *Construction Manager* 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).

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

- D22.1 Further to B13.4, the *Construction Manager* 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 *Owner* may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

D23. SAFETY

- D23.1 Further to GC 9.4, the *Construction Manager* shall be solely responsible for safety at the *Place of the Work* and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D23.2 The *Construction Manager* shall be solely responsible for securing the *Place of the Work*, and any existing facility thereon, and for the proper care and protection of the *Construction Services* already performed.
- D23.3 The *Construction Manager* 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 *Construction Manager's* activities in performing the *Construction Services*;
 - (b) the health and safety of all persons employed in the performance of the *Construction Services* or otherwise is not endangered by the method or means of their performance;
 - (c) adequate medical services are available to all persons employed in the *Construction Services* and at all times during the performance of the *Construction Services*;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the *Construction Services*;
 - (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 *Construction Services* or *Plant*;
 - (f) fire hazards in or about the *Construction Services* are eliminated.

D24. SITE CLEANING

- D24.1 The *Construction Manager* shall maintain the *Place of the Work* and the *Work* in a tidy condition and free from the accumulation of waste and debris, other than that caused by the *Owner* or by *Other Contractors*.
- D24.1.1 As the *Construction Services* progresses, the *Construction Manager* shall remove any Plant and Material not required for the performance of the remaining *Construction Services*. They shall also remove waste and debris other than that caused by the *Owner* or *Other Contractors*, and leave the *Place of the Work* and the *Work* clean and suitable for occupancy by the *Owner* unless otherwise specified.
- D24.1.2 *Total Performance* shall not be considered to have been achieved until the *Construction Manager* has cleaned up the *Place of the Work* and has removed all *Plant*, surplus *Material*, waste and debris, other than that left by the *Owner* or *Other Contractors*.

PART E - ADDITIONAL SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Additional Specifications shall apply to the *Construction Services*.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Fees, shall apply to the *Construction Services*.
 - 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 I at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
 - E1.2.2 The version in effect three (3) *Working Days* before the *Submission Deadline* shall apply.