



# 7-2026 ADDENDUM 3

## SEWPCC & WEWPCC SLUDGE HOLDING TANKS REFURBISHMENT

### **URGENT**

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

ISSUED: 2026-02-19  
BY: Curtis Rawsthorne  
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**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE BID/PROPOSAL AND SHALL FORM  
A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2024-02-01

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

### **PART B – BIDDING PROCEDURES**

Revise: B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, February 26, 2026.

### **PART C – GENERAL CONDITIONS FOR CONSTRUCTION**

Revise C3.1(a) (i) and (ii) to read:

C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, it:

(a) has, in accordance with Good Industry Practice carried out a visual inspection of, investigated the surface of the Site, the nature of the Work to be done and local conditions that might affect its Bid or Proposal or its performance of the Work, including:

(i) the location of any utility which can be determined from the records or other information available at the offices of any public authority or Person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;

(ii) the surface Site conditions, including but not limited to ~~subsurface~~ hazardous materials or other concealed physical conditions;

Revise C13.2.2 to read:

C13.2.2 If all outstanding defects or deficiencies have not been corrected to the satisfaction of the Contract Administrator by at least two (2) weeks prior to the date on which the warranty would expire except for this C13.2.2, then the Contract Administrator may require the Contractor to extend the warranty period for a further period of one (1) year for those defects or deficiencies in the Work identified by the Contract Administrator as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies. In no event shall the warranty period be extended beyond a further one (1) year period.

Revise C16 to read:

C16 FORCE MAJEURE

C16.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator is

reasonably to be totally beyond its control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays and costs related to such delays will be determined in accordance with C7.

C16.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.

C16.3 Any delay or failure by the City to perform its obligations under this Contract shall be excused (except for the payment of amounts owing pursuant to this Contract), to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose. The Contract Time may be extended by the parties following the process provided for in C7.

## **PART D – SUPPLEMENTAL CONDITIONS**

Revise D19.2 to read:

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve SEWPCC "Tank 3" sludge holding tank rehabilitation put back in service date, Substantial Performance or Total Performance by the days fixed herein for same, but shall be subject overall to a maximum limit of 10% of the Contract Price. Without diminishing that Contractor's obligations or the City's powers anywhere else in this Contract, the Liquidated Damages represent the City's sole financial remedy for delays in the Contractor's achievement of SEWPCC "Tank 3" sludge holding tank rehabilitation put back in service date, Substantial Performance or Total Performance under this Contract.

Revise D23.1 to read:

D23.1 Further to E4, no payment will be made for Cash Allowances other than as set out in E4.1.

Add D26:

D26.1 Subject to D26.2, the maximum aggregate liability of:

(a) Contractor in respect of all claims under or in connection with the Contract shall not exceed the sum of 50% of the Contract Price;

(b) The City, in respect of all claims under or in connection with the Contract (except for the obligation to make payment to the Contractor for Work performed pursuant to the Contract) shall not exceed the sum of 50% of the Contract Price.

D26.2 The limits set out in D26.1 shall be exclusive of any insurance proceeds received or which will be received pursuant to policies maintained in accordance with this Contract, or which would have been received if the Contractor had complied with its obligation to insure under this Contract or the terms of any policy of insurance required under this Contract each in the "not less than" value as set out in the Contract; and shall not apply in cases of gross negligence or willful misconduct.

## **PART E – SPECIFICATIONS**

Add E14.4 (b):

E14.4 (b) The five (5) year Warranty for each of the sludge holding tank lining systems begins upon turning over of each sludge holding tank to the City.

Revise E18.2.1 to read:

E18.2.1 Payment will be made as lump sum items below in Form B as accepted and measured by the Contract Administrator for the following items. All other work in this section is considered incidental to the project

work:

- (a) SEWPCC Ventilation Work
- (b) SEWPCC Floor Drain System
- (c) SEWPCC Printer Room Mechanical / Electrical / Building Services Work
- (d) WEWPCC Complete Sump Improvements
- (e) WEWPCC Ventilation Pipework Changes

## **DRAWINGS**

Replace:

7-2026\_Drawing\_1-0102-PDTL-D001-R0 with 7-2026\_Addendum\_03\_Drawing\_1-0102-PDTL-D001-01.

## **NMS SPECIFICATIONS**

### **Section 03 01 37**

Delete 1.4.1.3.

Revise 3.4.2 to read:

- 3.4.2 Apply repair compound in accordance with manufacturer's written instructions and in accordance with 09 85 00.

### **Section 03 30 00**

Revise 2.3.5 to read:

- 2.3.5 Grout: As indicated on drawings or non premixed dry pack grout composition of non-metallic aggregate Portland cement with sufficient water for mixture to retain its shape when made into ball by hand and capable of developing compressive strength of 50 MPa at 28 days.

### **Section 03 37 13**

Add 2.1.2:

- 2.1.2 Products as indicated in 09 85 00.

Add 3.2.9:

- 3.2.9 All applications must be in accordance with 09 85 00.

Revise 3.5.2 to read:

- 3.5.2 Prepare surfaces to receive liner as per 09 85 00.

Delete 3.5.3.

Delete 3.5.4.

### **Section 09 85 00**

Replace:

7-2026\_Specification\_Section\_09\_85\_00 with 7-2026\_Addendum\_03\_Specification\_Section\_09\_85\_00.

## **QUESTIONS AND ANSWERS**

Q1: The Contract does not contain a provision where the Contractor is compensated for Owner-caused or Other Contractor caused delays. If the Owner or Other Contractor cause delays to the progress of the Work, which results in additional costs to the Contractor, the Contractor should be compensated for those extra costs. Request the following draft changes to this provision:

### ADD NEW C26 CITY DELAYS:

C26 If the Contractor is delayed in the performance of the Work by an action or omission of the City, or anyone employed or engaged by them directly or indirectly, including without limitation the Contract Administrator and other contractors, then the Contract Time shall be extended for the impacts of any such delay and the Contract Price adjusted by in proportion to the costs incurred by the Contractor as the result of such delay.

A1: The situation described above can be dealt with by the process provided by C7: Change in Work. The City will not add a supplemental clause.

Q2: C13.2.2 creates an evergreen warranty obligation which requires the Contractor to return at successive one-year intervals. The Proponent requires a definitive end to the warranty obligation such that under no circumstances shall warranty obligations exceed 3 years from the date of Substantial Completion.

A2: See revised C13.2.2 above.

Q3.a Regarding GC 3.2, the Contractor can only price what is in the Contract Documents and any condition that is materially different should result in a change to the contract price and contract time, as applicable. A differing condition may not result in additional Work but could result in increases costs to performing the existing Work, which should be compensable. Request the changes to this provision as follows:

### C3. DECLARATIONS

#### Site Investigation

C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, it:

(a) has, in accordance with Good Industry Practice carried out a visual inspection of, investigated the surface of the Site, the nature of the Work to be done and local conditions that might affect its Bid or Proposal or its performance of the Work, including:

(i) the location of any utility which can be determined from the records or other information available at the offices of any public authority or Person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;

(ii) the surface Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;

A3.a The City is agreeable to the changes above. See revised C3.1(a) (i) and (ii) above.

Q3.b C3.2 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Bid Opportunity have been provided to them and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

(a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or Person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;

(b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;

(c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;

(d) the nature, quality or quantity of the Plant needed to perform the Work;

(e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and

(f) all other matters which could in any way affect the performance of the Work;

is discovered that differs materially from the site investigation reports and other site information included in the Bid Opportunity, the Contract Administrator shall promptly investigate such condition and make a finding. If the finding is that condition differs materially then the Contract Time and Contract Price shall be equitably adjusted to account for such change in conditions. For the avoidance of doubt, Contractor shall not be liable for any subsurface hazardous materials or other concealed physical conditions to the extent not disclosed in the site investigation reports or other site information included in the Bid Opportunity. could not have been “properly inferable”, “readily apparent” or “readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

A3.b The situation described above can be dealt with by the process provided by C7: Change in Work. The City will not modify C3.2.

Q4: The limitation of liability applies only to indemnity obligations; the Proponent is requesting a broad limit of no more than 50% of the contract price that applies to all types of liability.

A4: See added D26 above.

Q5: The Contract requires the Contractor to indemnify the governments of Manitoba and Canada, which are uncapped and not subject to the same limitations as those with the City. The Contractor cannot indemnify those that are not party to the contract as they are not subject to the same terms, limitations and defenses. The Proponent requests removal of the requirement to indemnify Manitoba and Canada.

A5: To confirm, third party funding is not being provided for this project and so the conditional provisions of C24 do not apply.

Q6: GC C16.3 indicates that Owner-caused delays outside of the Owner’s control are “excusable”, which is unclear and does not carve out entitlement to time and cost relief due to delays by the Owner. Additionally the force majeure events do not include some of the typical industry standard events. The Proponent requests the following changes to the provision:

#### C16. FORCE MAJEURE

C16.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), fire, flood, earthquake, abnormally adverse weather conditions, an act of God, or any other cause which the Contractor satisfies the Contract Administrator is reasonably to be totally beyond its control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays and costs related to such delays will be determined in accordance with C7.

C16.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within fourteen seven (14) Calendar Days of the date on which the cause of delay arose.

C16.3 Any delay or failure by the City to perform its obligations under this Contract shall be excused (except for the payment of amounts owing pursuant to this Contract), to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose. The Contract Time shall be extended for the impacts of any such delay by the City in performing its obligations and the Contract Price adjusted in proportion to the costs incurred by the Contractor as the result of such delay or failure.

C16.4 Any notice or claim for extension must state the cause of delay and the length of extension requested.

C16.4.1 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

A6: The City will agree to revise C16 to an extent as shown in the Revisions section of this Addendum.

Q7: Liquidated damages are stated to be the City's sole remedy for delay for Substantial Completion and Total completion but not for the completion and turnover of Tank 3. Proponent requests LD's be the sole remedy for delay for Critical Stages (completion and turnover of Tank 3) as requested in the following changes to the provision.

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve SEWPCC "Tank 3" sludge holding tank rehabilitation put back in service date, Substantial Performance or Total Performance by the days fixed herein for same, but shall be subject overall to a maximum limit of 10% of the Contract Price. Without diminishing that Contractor's obligations or the City's powers anywhere else in this Contract, the Liquidated Damages represent the City's sole financial remedy for delays in the Contractor's achievement of SEWPCC "Tank 3" sludge holding tank rehabilitation put back in service date, Substantial Performance or Total Performance under this Contract.

A7: See revised D19.2 above.

Q8: Turnover of Tank 3 does not trigger warranty for that work, Proponent requests that warranty for a phase is triggered at turnover of that phase to the Owner.

A8: See added E14.4 (b) above.

Q9: It was noted on site that the city will provide water at the SEWPCC for hydro demolition equipment if required. Could you confirm if the general contract must pay for a water meter and the water which is consumed or will it be covered by the City of Winnipeg?

A9: Please refer to Specification Section 01 52 00 1.13.1.1.1: "Water for the purposes of hydrovac operations can be provided by the City. If the City deems the Contractor water use to be excessive, the City reserves the right to meter the water usage and bill the Contractor at a fair rate."

Q10: The project documentation including bid form outlines hydro demolition for SEWPCC line items 1.03,1.06 and for WEWPCC line items 2.03 and 2.04. Could you confirm as discussed during the site visit that the concrete may be chipped with jack hammers instead of Hydro Demolition if it is more economical?

A10: Only water jetting and bush hammer are acceptable demolition methods. Jack hammering may cause too much vibration to the existing structure and will not be permitted.

Q11: Please provide a make/model for floor drain as shown on detail 9/Ref.4 on Drawing 1-0102-PTDL-D001.

Q11: See revised 7-2026\_Addendum\_03\_Drawing\_1-0102-PDTL-D001-01. Zurn Z300 or an approved equal will be accepted.