



THE CITY OF WINNIPEG

TENDER

TENDER NO. 71-2026

NEWPCC SECONDARY CLARIFIERS 11 TO 26 SLUDGE LEVEL DETECTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC Secondary Clarifiers 11 to 26 Sludge Level Detection

B2. SUBMISSION DEADLINE

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

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the North End Sewage Treatment Plant (NEWPCC) at 9:00 am on February 12, 2026, to provide Bidders access to the Site.

(a) The address of the North End Sewage Treatment Plant is 2230 Main Street, Winnipeg, Manitoba.

(b) Bidders can drive through the main parking area to the south of the Administration Building and proceed through the plant to the Secondary Clarifier Building. Parking is available at the Secondary Clarifier Building, and additional parking is available at the Nutrient Removal Facility. Bidders with vehicles will be required to sign in their vehicle on the sign-in sheet at the entrance to the Secondary Clarifier Building by providing their name, telephone number, and vehicle license plate number. No parking pass is required.

B3.2 The Bidder is advised that they will be required to provide their own personal protective equipment including CSA approved safety footwear, hard hat, safety glasses, and gloves.

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

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

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

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

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

B7. SUBSTITUTES

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

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

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

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

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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

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

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

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

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

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

B8. BID COMPONENTS

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

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond.

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

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

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

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

B9. BID

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

- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Carbon Controls Ltd.
 - (i) Provided technical and budgetary information for Pulsar Sludge Finder 2 sludge level detector.
 - (ii) Provided Pulsar Sludge Finder 2 instrument package for trial phase.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

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

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

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

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

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

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.
- B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at: <https://www.winnipeg.ca/media/4929/>
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

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

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

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

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

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

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

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

B16. IRREVOCABLE BID

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

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

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

- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B18.4.3 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.
- B18.4 Further to B18.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the Class 1 pre-bid cost estimate for the Work of \$432,000.00 (\$382,000.00 including MRST + \$50,000.00 Cash Allowance for Additional Work).

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025 11 01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of removal of the existing sludge blanket level sensors and transmitters, installation of new sludge blanket level sensors and transmitters, along with installation of new proximity switches, cabling, terminals, terminal tags, wire tags, cable tags, and PLC input modules. The Work also includes setup and configuration of the new instruments, and training of City personnel.

D2.2 The Class 1 pre-bid cost estimate for the Work is \$432,000.00 (\$382,000.00 including MRST + \$50,000.00 Cash Allowance for Additional Work).

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "DCS" means Distributed Control System.
- (b) "IO" means Input/Output.
- (c) "PLC" means Programmable Logic Controller.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AtkinsRéalis Canada Inc., represented by:

Brian Cleven, P.Eng.
Contract Administrator
Telephone No. (204) 786-8080
Email Address Brian.Cleven@AtkinsRealis.com

D4.2 At the pre-construction meeting, Brian Cleven will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D8.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.4 The Contractor shall provide:
- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
 - (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.
- D9.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D10. CONTRACT SECURITY

D10.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

D10.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice <https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement <https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position <https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim <https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice <https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety’s Position <https://www.winnipeg.ca/media/4836/>

D10.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D10.1(b).

D10.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

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

- D10.2 The Contractor shall provide:
(a) the required Contract Security to:

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

- (b) The Contract Administrator with copies of the required Contract Security.
within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

- D10.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
(a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(b); and
(b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D11.2 The detailed work schedule shall consist of the following:
(a) a critical path method (C.P.M.) schedule for the Work;
(b) a Gantt chart for the Work based on the C.P.M. schedule;
(c) a daily manpower schedule for the Work;
all acceptable to the Contract Administrator.
- D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- D11.4 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D11.5 Further to D11.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
(a) the Contract Administrator has confirmed receipt and approval of:
(i) evidence of authority to carry on business specified in D7;
(ii) evidence of the workers compensation coverage specified in C6.17;
(iii) the Safe Work Plan specified in D8;
(iv) evidence of the insurance specified in D9;

- (v) evidence of the contract security specified in D10;
 - (vi) the detailed work schedule specified in D11; and
 - (vii) the direct deposit application form specified in C12.20
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D12.4 The City intends to award this Contract by March 31, 2026.

D12.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. WORK BY OTHERS

D13.1 Further to C6.26, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D13.2 Further to D13.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D13.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by July 31, 2026.

D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by August 31, 2026.

D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – One Thousand dollars (\$1000.00).
 - (b) Total Performance – One Thousand dollars (\$1000.00).
- D16.2 The amounts specified for liquidated damages in D16.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

PAYMENT

D20. PAYMENT

- D20.1 Further to **E5**, no payment will be made for Cash Allowances other than as set out in **E6.4**.

WARRANTY

D21. WARRANTY

- D21.1 Warranty is as stated in C13.

INDEMNITY

D22. INDEMNITY

D22.1 Indemnity shall be as stated in C17.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

NMS SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

01 33 00	Submittal Procedures
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 61 00	Common Product Requirements
01 73 03	Execution Requirements
01 74 11	Cleaning
01 78 00	Closeout Submittals

DIVISION 05 – METALS

05 50 00	Metal Fabrications
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DIVISION 26 – ELECTRICAL

26 05 01	Common Work Results - Electrical
26 05 21	Wires and Cables (0 – 1000 V)
26 05 34	Conduits, Conduit Fastenings and Conduit Fittings

DIVISION 40 – AUTOMATION, INSTRUMENTATION, AND CONTROLS

40 80 11	Automation Commissioning
40 91 00	Automation – Process Measurement Devices
40 94 43	Programmable Logic Controllers (PLCs)
40 95 13	Control Panels
40 99 01	Training

Drawing No.

Drawing Name/Title

1-0101-DAAA-S001	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, COVER SHEET
1-0101-DAAA-S002	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, DRAWING INDEX

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101-ACBD-S001	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, PANEL LAYOUT & BILL OF MATERIAL, CLARIFIER CONTROL PANEL, PANEL MODIFICATIONS
1-0101-ACBD-S002	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, PARTIAL POWER DISTRIBUTION SCHEMATIC, BRIDGE CONTROL PANEL
1-0101-ADTL-S001	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, INSTALLATION DETAILS, SLUDGE BLANKET LEVEL TRANSMITTER AND SENSOR, LE/LIT-S711 TO LE/LIT-S726
1-0101-ADTL-S002	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, INSTALLATION DETAILS, INDUCTIVE PROXIMITY SWITCH, ZS-S712 TO ZS-S725
1-0101-AGAD-S001	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, INSTRUMENT LOCATION PLAN
1-0101-AILD-S001	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S711
1-0101-AILD-S002	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S712
1-0101-AILD-S003	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S713
1-0101-AILD-S004	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S714
1-0101-AILD-S005	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S715
1-0101-AILD-S006	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S716
1-0101-AILD-S007	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S717
1-0101-AILD-S008	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S718
1-0101-AILD-S009	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S719
1-0101-AILD-S010	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S720

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101-AILD-S011	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S721
1-0101-AILD-S012	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S722
1-0101-AILD-S013	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S723
1-0101-AILD-S014	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S724
1-0101-AILD-S015	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S725
1-0101-AILD-S016	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, SLUDGE BLANKET MONITOR, LE-LIT-S726
1-0101-AILD-S017	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S712
1-0101-AILD-S018	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S713
1-0101-AILD-S019	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S716
1-0101-AILD-S020	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S717
1-0101-AILD-S021	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S720
1-0101-AILD-S022	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S721
1-0101-AILD-S023	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S724
1-0101-AILD-S024	NORTH END SEWAGE TREATMENT PLANT, SECONDARY CLARIFIERS SLUDGE BLANKET LEVEL DETECTION, LOOP DIAGRAM, PROXIMITY SWITCH, ZS-S725
1-0101S-A0132-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S701-SC11, CLARIFIERS 11 & 12
1-0101S-A0133-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S702-SC12, CLARIFIERS 13 & 14

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101S-A0134-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S703-SC13, CLARIFIERS 15 & 16
1-0101S-A0135-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S704-SC14, CLARIFIERS 17 & 18
1-0101S-A0136-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S704-SC15, CLARIFIERS 19 & 20
1-0101S-A0137-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S706-SC16, CLARIFIERS 21 & 22
1-0101S-A0138-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S707-SC17, CLARIFIERS 23 & 24
1-0101S-A0139-001	NORTH END WATER POLLUTION CONTROL CENTRE, SECONDARY CLARIFIERS, PROCESS & INSTRUMENTATION DIAGRAM, TRAVELING BRIDGE S708-SC18, CLARIFIERS 25 & 26

<u>Document No.</u>	<u>Document Name/Title</u>
1-0101-ADTS-S001	Instrument Settings Sheet, LIT-S711 to LIT-S726
1-0101-APRO-S001	Commissioning Procedure
1-0101-ATLI-S001	Instrument List
1-0101-ATLI-S002	Automation Bill of Material
Appendix A	Instrumentation Test Forms

GENERAL REQUIREMENTS

E2. OFFICE FACILITIES

- E2.1 The Contractor is not required to provide office facilities. Site meetings will be held inside the Secondary Clarifier Building. Refer to specification 01 45 00 Temporary Utilities for further information.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E4. MOBILIZATION AND DEMOBILIZATION

- E4.1 Description
- (a) This Specification shall govern mobilization and demobilization from site.

E4.2 Measurement and Payment

E4.2.1 Mobilization and Demobilization

- (a) Mobilization and demobilization will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for "Mobilization and Demobilization". Payment for Mobilization and demobilization shall include all costs associated with mobilization and demobilization, site set up, and cleanup. Payment will be made on the following schedule:
- (b) 50% payment of the Mobilization and Demobilization lump sum price will be paid once the contractor has mobilized their tools, equipment, and personnel to site.
- (c) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to completion of the work including site cleanup and removal of all tools and equipment.

E5. SLUDGE BLANKET LEVEL MONITORING SYSTEM

- E5.1 Demolish the existing sludge blanket level instruments (quantity 16) including the sensors, transmitters, and associated cabling and conduit back to the clarifier bridge PLC panels.
- E5.2 Supply, install, configure, test, and commission the sludge blanket level monitoring instruments (quantity 16) as indicated on the drawings, Instrument List, and specifications.
- E5.3 Perform setup and calibration of sludge blanket level transmitters. Utilize the settings provided on the instrument settings sheets included with this tender.
- E5.4 Supply, install, test, and commission the proximity switches (quantity 8) for detecting bridge position, and associated cabling, conduit, bracketry, and mounting hardware, as per the drawings.
- E5.5 Perform complete system demonstrations to the Contract Administrator and City of Winnipeg.
- E5.6 Install miscellaneous terminals, fuses, wiring, DIN rail, and labeling in the existing bridge control panels, as indicated on the drawings.
- E5.7 Provide and install new input modules into the existing bridge PLC's as shown on the drawings. Note that not all bridge PLCs require the same modules as some PLCs had more spare inputs than others. Refer to the Automation Bill of Material included with this tender for input module quantities.
- E5.8 The sludge blanket level instruments will connect to the existing clarifier bridge PLCs. All programming modifications for the bridge PLCs will be performed by the City of Winnipeg. The Contractor shall not make any software or configuration changes to the bridge PLCs.
- E5.9 The existing bridge PLCs interface to the facility DCS via a wireless link. The Contractor is not required to perform any modifications to the wireless link or provide DCS programming services. All DCS programming will be performed by the City of Winnipeg.
- E5.10 Provide training to City of Winnipeg personnel on the setup and operation of the sludge blanket level monitoring instruments.
- E5.11 Contact information for procurement of Pulsar ultrasonic sludge level detectors is provided in the following:
- Carbon Controls Ltd.
 - #203, 11979 – 40th Street SE
 - Calgary, AB
 - T2Z 4M3
 - Phone: 1-866-722-7266

Attn: Jason Becker, Technical Account Manager (Cell: 1-403-650-9098, Email: jbecker@carboncontrolsltd.com)

Brad Delure, Technical Account Manager (Phone: 1-403-238-9944, Fax: 1-403-238-9955
Cell: 1-403-875-7585, Email: bdeiore@carboncontrolsltd.com)

E5.12 Measurement and Payment:

E5.12.1 Payment will be based on Form B, Item 2, as accepted and measured by the Contract Administrator.

E6. CASH ALLOWANCE FOR ADDITIONAL WORK

E6.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

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

E6.2 A cash allowance has been included on Form B: Prices.

E6.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.

E6.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.

E6.5 Additional services and/or Work will not be initiated for:

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

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

E6.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.

E6.7 Material Mark-Up Factors in accordance with C7:

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

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

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

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

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

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

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

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

E6.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.