



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 767-2016**

**ROUTE 90 UNDERPASS PUMPING STATION – 2016 UPGRADES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 ROUTE 90 UNDERPASS PUMPING STATION – 2016 UPGRADES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 2016.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 9:00 am on September 7, 2016 to provide Bidders access to the Site.

(a) The address of Route 90 Underpass Pumping Station is 250 Park Lane Avenue.

B3.2 The Bidder is advised that they are responsible for providing their own safety equipment for the site visit. At a minimum, hard hat, safety boots and safety glasses are required.

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.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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.

### **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 Bid Opportunity 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 Bid Opportunity, 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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

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

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 his/her 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 he/she wishes 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 his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Bids shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B9. BID**

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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 his/her 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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her 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 should be printed 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.

B10.2 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).

**B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) N/A

**B12. QUALIFICATION**

B12.1 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.

B12.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 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);

B12.4 Further to B12.3(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) 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

- (c) 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. BID SECURITY**

B13.1 The Bidder shall provide bid security in the form of:

- (a) a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B13.1.1 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.

B13.1.2 All signatures on bid securities shall be original.

B13.1.3 The Bidder shall sign the Bid Bond.

B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B13.2 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 executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 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 Bid Opportunity.

### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

- B14.1.1 Bidders or their representatives may attend.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security 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.

## **B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) 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, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the demolition of the existing HVAC and electrical equipment, and the installation of new electrical service, electrical distribution, automation, and HVAC equipment.

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

- (a) Replacement of the existing customer-owned electrical service conductors.
- (b) Demolition of the existing 600V distribution equipment and pump motor starters,
- (c) Demolition of the existing 120/240V distribution equipment including lighting, receptacles, and associated conduit and cabling,
- (d) Demolition of the existing automation control panel,
- (e) Painting of the main floor interior walls and ceiling,
- (f) Installation of new 600V distribution equipment and HVAC in the new electrical room,
- (g) Installation of a new automation control panel,
- (h) Installation of new float switches and an ultrasonic level sensor in the wetwell,
- (i) Installation of new floor hatch covers, guard rails, and swing gate,
- (j) Repair of existing ladder supports in the wetwell,
- (k) Installation of new HVAC equipment for the main floor of the station, including a new in-line filter, supply fan, cooling fan, duct heater, and actuated dampers,
- (l) Installation of new HVAC equipment for the wetwell, including a new supply fan, duct heater, exhaust fan, and actuated dampers,
- (m) Replacement of the natural gas engine and associated control panel,
- (n) Building roof and soffit repairs,
- (o) Refurbishment of the influent sluice gate and associated components, complete with replacement of the pedestal,
- (p) Testing and commissioning of all new equipment.

#### **D3. EXTRA WORK ALLOWANCE**

D3.1 Description:

- (a) The extra work allowance is intended to address additional upgrade work authorized by the Contract Administrator that may be required due to uncertainties involved in working in an older facility, some areas of which will not be visible until project work is underway.
- (b) 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.

D3.2 Method of Measurement and Basis of Payment:

- (a) Cost of repairs 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.

#### **D4. DEFINITIONS**

- D4.1 When used in this Bid Opportunity:
- (a) "MCC" means Motor Control Centre;
  - (b) "RTU" means Remote Terminal Unit;
  - (c) "PLC" means Programmable Logic Controller;
  - (d) "HVAC" means Heating, Ventilation, and Air Conditioning.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is SNC-Lavalin Inc., represented by:  
Brian Cleven, P. Eng  
Electrical and Automation Engineer  
Telephone No. 204 786-8080 ext. 247  
Email: Brian.Cleven@snclavalin.com
- D5.2 At the pre-construction meeting, Mr. Cleven will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D5.3 Bids Submissions must be submitted to the address in B8.8.

#### **D6. CONTRACTOR'S SUPERVISOR**

- D6.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

#### **D8. NOTICES**

- D8.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.3, D8.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D5.1.

D8.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

D8.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

**D8.5 Bids Submissions must be submitted to the address in B8.8**

## **D9. FURNISHING OF DOCUMENTS**

D9.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

D10.1 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.

### **D11. SAFE WORK PLAN**

D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its 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.

### **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain the following 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, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, 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.
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.4 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 Contract Administrator.

### **D13. PERFORMANCE SECURITY**

D13.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D13.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D13.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

### **D14. SUBCONTRACTOR LIST**

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D15. DETAILED WORK SCHEDULE**

- D15.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D15.2 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;
- all acceptable to the Contract Administrator.
- D15.3 Further to D15.2(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:
- D15.4 Further to D15.2(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.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D16.2 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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D11;
    - (iv) evidence of the insurance specified in D12;
    - (v) the performance security specified in D13;
    - (vi) the Subcontractor list specified in D14; and
    - (vii) the detailed work schedule specified in D15.
  - (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.
- D16.3 The Contractor shall commence the Work on the Site within twenty (20) Working Days of receipt of the letter of intent.

### **D17. SUBSTANTIAL PERFORMANCE**

- D17.1 The Contractor shall achieve Substantial Performance by February 28, 2017.
- D17.2 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.
- D17.3 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.

## **D18. TOTAL PERFORMANCE**

- D18.1 The Contractor shall achieve Total Performance by March 14, 2017.
- D18.2 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.
- D18.3 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.

## **D19. LIQUIDATED DAMAGES**

- D19.1 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 Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – One thousand dollars (\$1000);
  - (b) Total Performance – Three hundred dollars (\$300).
- 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 Substantial Performance or Total Performance by the days fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D20. SCHEDULED MAINTENANCE**

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Maintenance and servicing on the natural gas engine as per the Manufacturer's recommendations, including but not limited to replacement of engine oil and oil filter.
- D20.2 Determination of Substantial Performance 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 Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D21. JOB MEETINGS**

- D21.1 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D23.1 Further to B12.4, 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 its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

**MEASUREMENT AND PAYMENT**

**D24. PAYMENT**

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D25. WARRANTY**

D25.1 Warranty is as stated in C13.

**FORM H1: PERFORMANCE BOND**  
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 767-2016

ROUTE 90 UNDERPASS PUMPING STATION – 2016 UPGRADES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D13)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 767-2016  
ROUTE 90 UNDERPASS PUMPING STATION – 2016 UPGRADES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## 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 its 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, Materials Management 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 Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
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
05 50 00	Metal Fabrications
09 91 23	Painting
10 44 20	Fire Extinguishers
23 05 00	Common Work Results for HVAC
23 05 13	Stationary Natural Gas Engines
23 05 54	Mechanical Identification
23 05 93	Testing, Adjusting and Balancing for HVAC
23 07 13	Duct Insulation
23 09 33	Electric and Electronic Control System for HVAC
23 31 14	Metal Ducts - Low Pressure to 500 Pa
23 33 00	Air Duct Accessories
23 33 14	Dampers – Balancing
23 33 15	Dampers – Operating
23 34 00	HVAC Fans
23 37 13	Louvers
23 37 14	Diffusers, Registers and Grilles
23 55 01	Duct Heaters
23 82 40	Unit Heaters - Electric
26 05 01	Common Work Results - Electrical
26 05 21	Wires and Cables (0-1000 V)
26 05 28	Grounding - Secondary
26 05 29	Hangers and Supports for Electrical Systems
26 05 31	Splitters, Junction, Pull Boxes and Cabinets
26 05 32	Outlet Boxes, Conduit Boxes and Fittings
26 05 34	Conduits, Conduit Fastenings and Fittings
26 12 17	Dry Type Transformers Up To 600 V Primary
26 24 01	Service Equipment
26 24 17	Panelboards Breaker Type
26 24 19	Motor Control Centres

26 27 26	Wiring Devices
26 28 21	Moulded Case Circuit Breakers
26 28 23	Disconnect Switches – Fused and Non-fused
26 29 10	Motor Starters to 600 V
26 50 00	Lighting
26 52 01	Unit Equipment for Emergency Lighting
27 30 00	Voice Communications
40 05 01	Common Work Results - Automation
40 80 08	Factory Acceptance Test
40 80 11	Automation Commissioning
40 90 01	Field Pushbuttons, Switches, and Indicators
40 91 00	Automation - Process Measurement Devices
40 92 00	Automation - Primary Control Devices
40 94 43	Programmable Logic Controllers (PLCs)
40 95 13	Control Panels
40 99 90	Maintenance and Support

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0310U-D0001	Cover Sheet
1-0310U-E0001	Electrical Single Line Diagram, Demolition
1-0310U-E0002	Electrical Single Line Diagram
1-0310U-E0003	Grounding Installation Details
1-0310U-E0004	Electrical Floor Plan, Main Floor, Demolition
1-0310U-E0005	Electrical and Lighting Plan Layout, Main Floor, New Work
1-0310U-E0006	Electrical and Lighting Plan Layout, Wet Well
1-0310U-E0007	Motor Starter Schematic, MS-U01, Underpass Pump
1-0310U-E0008	Connection Diagram, MS-U01, Underpass Pump
1-0310U-E0009	Motor Starter Schematic, MS-U02, Underpass Pump
1-0310U-E0010	Connection Diagram, MS-U02, Underpass Pump
1-0310U-E0011	MCC Elevations and Details, MCC-U71, MCC-U72
1-0310U-E0012	Electrical Schedules
1-0310U-E0013	Panel Layout, JB-U71, Temporary Generator Connection
1-0130U-E0014	Motor Starter Schematic, SF-U63, Main Floor Supply Fan
1-0130U-E0015	Motor Starter Schematic, SF-U65, Main Floor Cooling Fan
1-0310U-A0001	Panel Layout, Control Panel CP-U81
1-0310U-A0002	Power Distribution, Control Panel CP-U81
1-0310U-A0003	RTU I/O Wiring Diagram, Control Panel CP-U81, Discrete Inputs I1-I16
1-0310U-A0004	RTU I/O Wiring Diagram, Control Panel CP-U81, Discrete Inputs I17-I32
1-0310U-A0005	RTU I/O Wiring Diagram, Control Panel CP-U81, Discrete Inputs I49-I56
1-0310U-A0006	RTU I/O Wiring Diagram, Control Panel CP-U81, Discrete Inputs I33-I48
1-0310U-A0007	RTU I/O Wiring Diagram, Control Panel CP-U81, Discrete Outputs Q1-Q16
1-0310U-A0008	RTU I/O Wiring Diagram, Control Panel CP-U81, Analog Inputs AI1-AI8
1-0310U-A0009	RTU I/O Wiring Diagram, Control Panel CP-U81, Analog Inputs AI9-AI13
1-0310U-A0010	RTU I/O Wiring Diagram, Control Panel CP-U81, Analog Outputs AQ1-AQ4
1-0310U-A0011	Control Schematic, Control Panel CP-U81, Pump Control
1-0310U-A0012	Annunciator Panel, Control Panel CP-U81, Lamp Layout
1-0310U-A0013	Loop Diagram, Gas Detector, AAH-U550, YAF-U550
1-0310U-A0014	Loop Diagram, Wet Well Level Transmitter, LIT-U500, YAF-U500
1-0310U-A0015	Loop Diagram, Wet Well High Level Switches, LSH-U500, LSHH-U500
1-0310U-A0016	Loop Diagram, TVSS Alarm, XS-U712
1-0310U-A0017	Loop Diagram, 600V Power Status, ESL-U711
1-0310U-A0018	Loop Diagram, Air Filter Plugged Switch, PDSH-U610
1-0310U-A0019	Loop Diagram, Room Hi/Low Temperature, TSH-U600, TSL-U600
1-0310U-A0020	Panel Layout, Ventilation Panel JBA-U86
1-0310U-A0021	Power Distribution, Ventilation Panel JBA-U86
1-0310U-A0022	Loop Diagram, Station Occupancy Switch, HS-U600
1-0310U-A0023	Loop Diagram, Wet Well Occupancy Switch, HS-U660
1-0310U-A0024	Loop Diagram, HCE-U62 Main Floor Duct Heater, TY-U620, TE-U621
1-0310U-A0025	Loop Diagram, Main Floor Damper Control, FV-U601

1-0310U-A0026	Loop Diagram, HCE-U66 Wet Well Duct Heater, TY-U660, TE-U661
1-0310U-A0027	Loop Diagram, Wet Well Supply Fan, SF-U67
1-0310U-A0028	Loop Diagram, Wet Well Exhaust Fan, EF-U68
1-0310U-A0029	Loop Diagram, Engine Cooling Damper Control, FV-U691, FV-U692, FV-U693
1-0310U-A0030	Loop Diagram, Engine Combustion Air Damper, FV-U604
1-0310U-A0031	Network Diagram
1-0310U-A0032	Junction Box Layouts, JBA-U500-1, JBA-U83-2
1-0310U-A0033	Panel Layout, Engine Control Junction Box, JBA-U83-1
1-0310U-A0034	Loop Diagram, Engine ENG-U03 Status and Control
1-0310U-A0035	Loop Diagram, Engine ENG-U03 Emergency Shutdown
1-0310U-M0001	Mechanical Floor Plan, Main Floor
1-0310U-M0002	Mechanical Sections and Elevations, Main Floor and Wet Well, Elevations and Details
1-0310U-P0001	Process & Instrumentation Diagram, HVAC & Misc.
1-0310U-S0001	Plans & General Notes, Structural Modifications
1-0310U-S0002	Elevations, Structural Modifications
1-0310U-S0003	Details, Hatch Cover Modifications
1-0310U-S0004	Details, Guardrail Modifications at Elev. 231.240
1-0310U-S0005	Details, Guardrail Modifications at Elev. 228.840
1-0310U-S0006	Details, Platform & Guards
1-0310U-S0007	Details, Ladder Modifications

Reference Drawings:

B-5515-5	Pump Station Superstructure
B-5515-6	Pump Station Floor Plans
B-5515-7	Pump station Sections
B-5515-11	Pump Station Miscellaneous Metal

<u>Filename.</u>	<u>Document Code</u>	<u>Document Name/Title</u>
767-2016_IO_List.pdf	634683-0000-48EL-0001	I/O List
767-2016_Instrument_List.pdf	634683-0000-48EL-0002	Instrument List

**GENERAL REQUIREMENTS**

**E2. MISCELLANEOUS**

- E2.1 The Contractor shall provide all materials, fabrications, finishes, temporary installation, documentation, shop drawings, means and methods necessary to fully install all of the new works identified on the contract drawings in a safe manner, fit-for-purpose intended. The description of work provided herein is intended to be a general description of work activities, and is not intended to be an exhaustive listing of all tasks necessary to complete the scope of installations given on the drawings or specifications.
- E2.2 Exercise care where cutting holes in existing concrete elements so as not to damage existing reinforcing.
- (a) For reinforced concrete floors, locate existing reinforcing utilizing a reinforcing bar locator and mark out on the surface of the concrete prior to cutting.
- (i) Mark the location of the proposed hole and all adjacent rebar.
- (ii) Obtain approval from the Contract Administrator prior to cutting.
- E2.3 The Contractor shall exercise care where installing anchors into existing concrete elements so as not to damage existing reinforcing. All anchors shall be installed utilizing carbide tip drill bits. The existing reinforcing shall be located utilizing a reinforcing bar locator and marked out on the surface of the concrete. The drill holes shall be advanced to the required depth for installation of anchors. Should reinforcement be encountered while drilling, terminate the hole and reposition to clear the reinforcement. Do not use core bits that can easily intercept and damage/cut the reinforcing during drilling.

E2.4 The Contractor shall abide by the Arc Flash PPE requirements of CSA-Z462, Workplace Electrical Safety, and the arc flash labels on existing facility equipment.

E2.5 Wire nuts

- (a) Wire nuts are not permitted in conduit bodies; and
- (b) Wire nuts are permitted in junction boxes for lighting and receptacle wiring only. Wire nuts are not permitted for automation wiring.

### **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. EQUIPMENT SUPPLIED BY OTHERS**

E4.1 The City will supply the following equipment:

- (a) Cellular Modem and antenna for control panel CP-U81.

E4.2 Manitoba Hydro will supply the following equipment:

- (a) New utility potential and current transformers, as well as a meter socket and meter, as required. Manitoba Hydro may elect to re-use some or all of the existing components. Contractor to install metering transformers into new utility metering transformer enclosure (UMTE-U70).

### **E5. EQUIPMENT AND MATERIALS**

E5.1 The Contractor shall supply all equipment and materials necessary to execute the work, except for the equipment and material indicated as "Existing" and to be re-used on the Drawings. Also note equipment to be supplied by others in E4.

E5.2 Existing equipment and materials may be re-used only as specifically indicated in these specifications, as shown on the Drawings or as approved by the Contract Administrator.

### **E6. SECURITY**

E6.1 The Contractor is responsible for all material and equipment stored on the site.

E6.2 The Contractor is responsible for ensuring the security of the pumping station.

E6.3 Provide and pay for responsible security personnel to guard the site and contents of site after working hours whenever the pumping station or any associated piece of equipment is not locked and fully secure.

### **E7. SALVAGE**

E7.1 All salvaged equipment and materials as determined by the Contract Administrator shall remain property of the City unless specifically noted otherwise. The Contractor shall deliver salvaged equipment and materials to the City of Winnipeg's "Y Yard" outdoor storage compound located at the North East corner of the intersection of Dugald Road and Van Bellegham Avenue, Winnipeg, Manitoba.

E7.2 The Contractor shall notify the Contract Administrator at least 48 hours prior to delivery of salvaged equipment to allow for arrangements to be made to receive the salvaged equipment. All deliveries shall be made between 8:00 am and 3:30 pm on Business days.

E7.3 The Contactor shall remove and haul all rejected salvage from the site and legally dispose of it.

E7.4 Removal and delivery of salvageable and non-salvageable equipment and material shall be considered incidental to the Contract Work and no additional payment will be made for such Work.

## **E8. DANGEROUS WORK CONDITIONS**

E8.1 Further to clause C 6.26 of the General Conditions, the Contractor shall be aware that underground chambers, wet wells, manholes, and sewers are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division.

E8.2 The Contractor shall be aware of the potential hazards that can be encountered in underground chambers, wet wells, manholes and sewers such as explosive gases, toxic gases and oxygen deficiency. The Contractor's Safe Work Plan should address these issues.

E8.3 While this station is a storm-water pumping station, not a wastewater pumping station, the City has experienced significant Hydrogen Sulfide (H<sub>2</sub>S) concentrations within all areas of the station as a result of the stagnant water in the wet well.

E8.4 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.

(a) The Contractor is responsible for all testing requirements.

E8.5 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, pipes and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a worker must wear a respirator or supplied air to enter the confined space.

E8.6 The Contractor shall provide a photo-ionization detector (PID) and toxic gas detector on site at all times to monitor potential hydrocarbon vapours and hydrogen sulphide in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his use during inspections.

E8.7 The Contract Administrator may issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.

## **E9. TEMPORARY USE OF CITY EQUIPMENT**

E9.1 City facilities, systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.

## **E10. EXISTING PUMPING STATION OPERATION DURING CONSTRUCTION**

E10.1 The facility related to the Work is critical to de-watering a public roadway that passes under a railway. Under no condition shall any equipment associated with the station pumping be shut down without prior permission of the Contract Administrator.

E10.2 The Contractor is advised that the underpass pumping equipment at the Route 90 Underpass Pumping Station will be allowed to be taken out of operation after approximately November 14, 2016, and after the Contractor's schedule of activities to complete the Work is approved by the Contract Administrator. The Contractor shall plan his construction activities to allow for the minimum amount of disruption time to normal operating status of the stations.

- (a) Work on site may begin prior to November 14, 2016 as long as the operation of the underpass pumps is not affected.

E10.3 The pumping equipment at the Station shall be put back into service on or prior January 31, 2017. Under no circumstance shall the Station be allowed to remain out of service after this date as an early snow melt or rainfall presents the risk of flooding the underpass. The Contractor may not use payment of liquidated damages, as per D19.1, as a means to justify the failure of placing the underpass pumping equipment in service by the date specified.

E10.4 The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.

- (a) No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.

## **E11. WORK PLAN**

E11.1 The Contractor is required to develop and submit a detailed work plan to the City for review. The work plan is to include:

- (a) The proposed construction sequence to be followed including all methods to be employed to ensure that no damage occurs to existing structures or adjacent properties within or adjacent to an excavation.
- (b) A description of all proposed methods of construction to be implemented.
- (c) Specialized equipment that may be used.
- (d) Any design revisions proposed to accommodate the Contractor's proposed method of construction.
- (e) The Contractor shall respond to any concerns that may be raised by the Contract Administrator's review of the Contractor's construction methods submission.

## **E12. MOBILIZATION AND DEMOBILIZATION**

E12.1 Description:

E12.1.1 Mobilization and demobilization will include but not be limited to start-up costs, equipment set-up and removal, storage facilities set-up and removal and site cleanup.

E12.2 Measurement and Payment:

E12.2.1 A maximum of 50% of Form B, Item 1 or 5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon mobilization. The remaining amount will be paid out upon demobilization.

E12.2.2 The Contractor is eligible for payment of mobilization services when the Contract Administrator is satisfied that:

- (a) The Contractor has met all the Commencement requirements specified in D16.
- (b) The contractor has mobilized equipment and initiated work on Site.

E12.2.3 The Contractor is eligible for payment of demobilization services when the Contract Administrator is satisfied that:

- (a) The Contractor has achieved Substantial Performance;
- (b) the Contractor has demobilized; and
- (c) the Contractor has restored and cleaned up the site.

## **E13. STRUCTURAL AND ARCHITECTURAL WORK**

E13.1 Replace ladder support brackets & anchors, for all four wet well ladders:

- (a) Remove existing brackets; cutoff existing corroded wall & floor anchors, and grind flush to concrete surface.
- (b) Ensure abandoned bracket bolt holes in ladder rails are coated with zinc-rich paint to prevent future corrosion.
- (c) Supply and install new ladder support brackets c/w bolts to rails and new concrete anchors per drawings & specifications.
- (d) Ensure new holes field drilled in ladder rails for the new brackets are coated with zinc-rich paint.
- (e) Remove existing ladder safety cage; cut-off existing corroded wall anchors, and grind flush to concrete surface.

E13.2 Replace main floor access hatch and guards:

- (a) Remove existing wooden two-part hatch doors at wet well access ladder.
- (b) Supply and install new metal plate two-part hatch doors c/w hinges, handles, and concrete anchors per drawings & specifications.
- (c) Remove existing guards around access hatch.
- (d) Supply and install new code-compliant guards c/w safety gate per drawings and specifications.
- (e) Supply and install new davit hoist floor socket. (Davit lift by City of Winnipeg.)

E13.3 Replace wet well chain guards with new code-compliant guards c/w safety gates per drawings and specifications.

E13.4 Supply and replace missing soffit panels c/w trims on east side of building. Colour to match existing.

E13.5 Clean and repaint main floor interior walls and ceiling, per drawings and specifications.

E13.6 Repair roof by replacing missing cedar shingles. 3 areas of 4-5 shingles/each are expected.

E13.7 Measurement and Payment:

E13.7.1 Payment will be based on Form B, Item 2, as accepted and measured by the Contract Administrator.

- (a) A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

**E14. MECHANICAL WORK**

E14.1 Scope of Work:

- (a) Provide new ventilation and heating system for main floor of building including, but not limited to the following:
  - (i) Supply and installation of new supply fan, cooling fan, electric duct heater, and filter section. See Section 23 34 00.
  - (ii) Supply and installation of mixing section with dampers. See Section 23 09 33.
  - (iii) Supply and installation of new, insulated ductwork. See Section 23 07 13 and Section 23 31 14.
  - (iv) Supply and installation of new outdoor air and exhaust openings complete with new louvers. See Section 23 37 13.
  - (v) Supply and installation of new electric unit heater. See Section 23 82 40.

- (b) Provide new ventilation system for the wet well including but not limited to the following:
  - (i) Demolition of the existing supply fan and associated ductwork.
  - (ii) Supply and installation of new, insulated ductwork. See Section 23 07 13 and Section 23 31 14.
  - (iii) Supply and installation of new supply and exhaust fans.
  - (iv) Supply and installation of new outdoor air and exhaust openings complete with new louvers and goose neck. See Section 23 37 13.
  - (v) Supply and installation of a new electric duct heater. See Section 23 55 01.
- (c) Remove existing natural gas engine and exhaust system.
- (d) Supply and installation of new natural gas engine, exhaust, and intake system. Existing centrifugal clutch and universal joints to be refurbished.
- (e) Supply and installation fire extinguishers as shown on the drawings. See Section 10 44 20.
- (f) Replacement of the bottom section of the vacuum pipe in wet well with new stainless steel section.
- (g) Measurement and Payment:
  - (a) Payment will be based on Form B, Item 3, as accepted and measured by the Contract Administrator.
  - (ii) A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

## **E15. ELECTRICAL WORK**

- E15.1 Supply and install temporary electrical provisions as required to complete the work as specified.
- E15.2 Coordinate with Manitoba Hydro to perform a service shutdown to facilitate replacement of the customer-owned service conductors and 600V distribution equipment. All costs from Manitoba Hydro for the service shutdown will be directly billed to the City, not the Contractor.
- E15.3 Removal of existing equipment, including but not limited to the following:
  - (a) Customer-owned service conductors,
  - (b) 600V distribution panels,
  - (c) 600:120/240V transformer,
  - (d) 120/240V panelboard,
  - (e) Lighting,
  - (f) Switches,
  - (g) Receptacles,
  - (h) Pull boxes,
  - (i) Telephone cabling,
  - (j) Conduit, junction boxes, wiring, and any other component of the existing electrical distribution within the station.
- E15.4 Supply and installation of electrical equipment, including but not limited to the following:
  - (a) Service conductors,
  - (b) Service-entrance rated fusible disconnect switch, FDS-U70,
  - (c) Utility metering transformer enclosure, UMTE-U70,
  - (d) Motor Control Centres, MCC-U71 and MCC-U72,
  - (e) Temporary generator connection enclosure, JB-U71.

- (f) 600:120/208V transformer, XFMR-U73,
- (g) 120/208V panelboard, PNL-U73,
- (h) Light fixtures,
- (i) Emergency lighting battery bank and remote fixtures,
- (j) Conduit and cabling to existing outdoor light fixtures,
- (k) Switches,
- (l) Receptacles,
- (m) Pull boxes,
- (n) Field junction boxes,
- (o) Conduit,
- (p) Ground cabling, and
- (q) Telephone cabling.

E15.5 Commission all electrical equipment.

E15.6 Install arc flash labels supplied by the Contract Administrator.

E15.7 Measurement and Payment:

E15.7.1 Payment will be based on Form B, Item 4, as accepted and measured by the Contract Administrator.

- (a) A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

## **E16. AUTOMATION WORK**

E16.1 Supply, install, test, and commission the complete automation system and all instrumentation.

E16.2 Disconnection and removal of existing automation equipment including but not limited to the following:

- (a) Pump station RTU (remote terminal unit) panel,
- (b) Alarm and status panel (Main Distribution-3),
- (c) Fan and duct heater controls,
- (d) Wet well float level switches,
- (e) Natural gas engine control panel,
- (f) Existing conduits and cabling no longer required.

E16.3 Supply and installation of automation equipment including but not limited to the following:

- (a) Wet well level transmitter and sensor,
- (b) Wet well level switches,
- (c) Building temperature switches,
- (d) Natural gas detector,
- (e) Control Panel (CP-U81),
- (f) Intrinsically safe junction box (JBA-U500-1),
- (g) Natural gas engine control panel and associated junction box,
- (h) HVAC damper actuators,
- (i) HVAC controllers,

- (j) Miscellaneous junction boxes as indicated on the drawings.
- E16.4 Configure and commission the RTU in control panel CP-U81.
- (a) The Functional Requirements Specification will be provided to the Contractor at a later date. The Functional Requirements include RTU and network port configuration, and mapping of physical and network I/O to DNP3 registers. No ladder logic or function block programming for pump or HVAC control is required.
- E16.5 Verifying all status and alarm signals from the field to the RTU, and to the City's SCADA system. This work to be performed in conjunction with City personnel as required.
- E16.6 Install, test, and commission the HVAC system automation components, including but not limited to the following:
- (a) HVAC temperature controllers (TIC-U600 and TIC-U660) and associated connections to field switches, sensors, duct heaters, and damper actuators,
  - (b) Building temperature switches,
  - (c) Air filter differential pressure switch,
  - (d) Verifying fan and damper operation in occupied and unoccupied modes,
  - (e) Setting and verifying the operation of the temperature switch for control of the main floor cooling fan (SF-U65),
  - (f) Verifying operation of unit heaters and associated thermostat controls,
  - (g) Verifying interlocking of HVAC equipment, gas monitor, and natural gas engine.
- E16.7 Measurement and Payment:
- E16.7.1 Payment will be based on Form B, Item 5, as accepted and measured by the Contract Administrator.
- (a) A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

## **E17. SLUICE GATE REFURBISHMENT**

- E17.1 The existing influent sluice gate frame and slide are in acceptable physical condition but some of the minor components such as the pedestal, stem, and stem guide require replacement due to rusting. The unit needs an overall refurbishment to ensure it can provide acceptable service in the future.
- E17.2 The sluice gate refurbishment work includes the following:
- (a) Complete de-watering of the wet well,
  - (b) Adjustment of the top and side wedges to ensure proper sluice gate seating,
  - (c) Replacement of the stem, any couplings, and stem cover,
  - (d) Replacement of the stem guide, bearings, and mounts,
  - (e) Replacement of the pedestal with a new pedestal, complete with operator hand wheel and position indicator,
  - (f) Cleaning (wash down) of the sluice gate and associated components,
  - (g) Lubricating parts as applicable,
  - (h) Testing and adjustment of the sluice gate to provide acceptable seal (1 drip/minute),
  - (i) Demonstration of the sluice gate operation to the City and Contract Administrator.
- E17.3 The Contractor is responsible for evaluating the acceptability of all existing sluice gate components and to advise the Contract Administrator if any components are required to be

replaced, beyond what is specified herein. Where additional parts or materials are required, payment for these will be made using the Additional Material and/or Additional Labour line items on Form B.

- E17.4 Shop drawings or part numbers of the existing sluice gate are not available. The Contractor is responsible for investigating the existing sluice gate and providing suitable replacement parts that are compatible with the sluice gate.
- E17.5 The City of Winnipeg has a fixed construction budget for this project and may elect to remove the sluice gate refurbishment from the scope of work if this Bid Opportunity is awarded to a bidder having a total bid price that exceeds the City's budget. If the sluice gate refurbishment is removed from this contract, payment to the Contractor will not be made for Form B, Item 6.
- E17.6 Measurement and Payment:
- E17.6.1 Payment will be based on Form B, Item 6, as accepted and measured by the Contract Administrator.
- (a) A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

## **E18. EXPEDITED SHOP DRAWINGS**

- E18.1 In order to expedite Shop Drawings with critical timeliness, the Lowest Responsive Bidder, as outlined in B17, will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timeliness:
- (a) Service Entrance Fusible Disconnect Switch, FDS-U70,  
(b) Utility Metering Transformer Enclosure, UMTE-U70,  
(c) Remote Metering Enclosure, RME-U70,  
(d) Motor Control Centres, MCC-U71 and MCC-U72,  
(e) Natural gas engine and associated components.
- E18.2 If Award is made to the lowest responsive bidder then no payment for the preparation of Shop Drawings will be made.
- E18.3 If no Contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of five hundred dollars (\$500.00) for each of the requested submissions noted above, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity.