



THE CITY OF WINNIPEG

TENDER

TENDER NO. 30-2025

NEWPCC UV UPGRADE

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Site Investigation Due Diligence and Risk	2
D5. Definitions	3
D6. Contract Administrator	3
D7. Contractor's Supervisor	3
D8. Accessible Customer Service Requirements	3
D9. Unfair Labour Practices	4
D10. Furnishing of Documents	5

Submissions

D11. Authority to Carry on Business	5
D12. Safe Work Plan	5
D13. Insurance	5
D14. Contract Security	6
D15. Detailed Prices	7
D16. Subcontractor List	7
D17. Detailed Work Schedule	8

Schedule of Work

D18. Commencement	8
D19. Critical Stages	9
D20. Substantial Performance	10
D21. Total Performance	10
D22. Liquidated Damages	10

D23. Supply Chain Disruption Schedule Delays	11
D24. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	11
D25. The Workplace Safety and Health Act (Manitoba) – Qualifications	12
Measurement and Payment	
D26. Invoices	12
D27. Payment	12
Warranty	
D28. Warranty	12
Dispute Resolution	
D29. Dispute Resolution	13
Indemnity	
D30. Indemnity	14
Third Party Agreements	
D31. Funding and/or Contribution Agreement Obligations	14
D32. Adjustments For Changes In Laws, Taxes, Or Tariffs	18
Form I: Detailed Prices	19
Form J: Subcontractor List	21
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Cash Allowance for Additional Work	7
APPENDICES	
Appendix A – Integration Plan	
Appendix B – UV Systems	
Appendix C – Motor Control Centers	
Appendix D – Transformers	
Appendix E – Heritage Resources Protection Plan	
Appendix F – Cable Schedule	
Appendix G – Instrumentation List	
Appendix H – Gates	
Appendix I – Automation Design Guide	
Appendix J – Electrical Design Guide	
Appendix K – Transformers Construction Sequence	
Appendix L – Test Forms	
Appendix M – UV Channel Interior Photographs	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC UV UPGRADE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 17, 2025.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting (2230 Main Street) at 9:00 a.m. on March 25, 2025, or 1:30 p.m. on March 27, 2025. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

(a) Steel toe boots are required to attend the Site meetings. Bidders shall provide their own personal protective equipment.

B3.2 The Bidder is advised that the North End Sewage Treatment Plant (aka NEWPCC) is an operating facility and that construction will need to be coordinated with operational requirements of the plant. Site access will need to be coordinated with the NEWPCC and other ongoing projects. Timing of certain construction activities will need to be coordinated with other ongoing projects.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting 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 D6.1.

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 D6.

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 indicated separately on Form B: Prices.
- 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 D31. Any such costs shall be determined in accordance with D31.
- 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 B18.2 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) NA

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, 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;
 - (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;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (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 D8).
- 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/>).
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) 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 [Form G1 Bid Bond & Agreement to Bond](#).
- 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 there from (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 Bidders are advised that the calculation indicated in B18.2 will prevail over the Total Bid Price entered in MERX.
- B18.4.3 Further to B18.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D3.2.
- B18.4.4 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.
- B18.4.5 Bidders are advised that the calculation indicated in B18.2 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received;
 - (e) regulatory approval to allow a 4-month shutdown, as described in D19.1, is not secured prior to the Submission Deadline; or
 - (f) 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 D31 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 2020 01 31) 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of upgrading the UV Facility including replacing the UV system, replacing gates, replacing existing roofing, improving ventilation, piping, road works, landscaping, electrical works, and construction of a storage building located at the City of Winnipeg North End Water Pollution Control Centre.

D3.2 The funds available for this Contract are \$19,200,000, exclusive of any payments for early completion of the critical stages as described in D19.

D3.3 The major components of the Work are as follows:

- (a) Supply and install two (2) temporary bulkheads so that secondary effluent cannot flow through or back into the UV system during construction. Remove once shutdown is over. Contractor to design bulkheads and provide Shop Drawings.
- (b) UV system removal and installation is to be completed during a four (4) month shutdown of the existing disinfection system. At a minimum, two (2) channels must be fully functional and meeting licence requirements following the shutdown. All remaining work is to be done with isolation gates during operation of the facility.
- (c) Supply and construct the new storage room, complete with piles, concrete pad, superstructure, electrical, mechanical, doors, overhead door, loading bay and plumbing.
- (d) Install and replace the existing two (2) 4160V to 600 V transformers on the existing pad during the bypass period. Install and replace the existing two (2) 4160 to 480 V transformers on the existing pad during the bypass period. These transformers have been prepurchased by the City. If the transformers are not delivered before January 14, 2026, the existing transformers will temporarily be reused while the new transformers will be installed sequentially. Additional work to perform the temporary connection and sequential installation will be paid for with Cash Allowance #1. Contractor to provide a detailed cost breakdown upon request by the Contract Administrator.
- (e) Supply and install fence and gates around the transformers.
- (f) Supply and installation of an overhead door on the North side of the UV Facility.
- (g) Supply and installation of two (2) ventilation fans for the UV channel, complete with controls.
- (h) Replace existing roofing on existing UV Facility and tie into new storage room roof.
- (i) Install new access road, and modify existing roads, complete with demolition.
- (j) Install gravity flow access pipe complete with blind flanges in the UV effluent conduit.
- (k) Supply and install three (3) monorails for removal of channel cover plates.
- (l) Remove existing UV Systems in the three (3) channels and replace with new prepurchased UV systems from the City.

- (m) Install all wiring, power supplies, fire alarms, panels, programming, instrumentation and controls required for operation of the new UV system.
- (n) Remove and replace the existing 600V and 480V switchgear for operation of the UV Facility with new prepurchased Motor Control Centers from the City.
- (o) Upgrade the three (3) UV channels to fit the new prepurchased UV systems including installing new concrete channel floor, grouting and securing them in place.
- (p) Complete all electrical work, and controls for a fully functional and programmed UV System.
- (q) Temporary services such power and water.
- (r) Install removeable channel covers in each channel.
- (s) Remove existing stop logs on upstream end of each UV channel and replace with slide gates and actuators in each of the three (3) channels. Gates and Actuators have been prepurchased by the City.
- (t) Remove and replace existing weir gates and actuators downstream of the UV systems in each of the three (3) channels. Gates and Actuators have been prepurchased by the City.
- (u) Supply and install a hatch to the east of the UV channels for access to UV effluent conduit.
- (v) Move piping and electrical as required for installation of new UV system, and new doors.
- (w) Supply and install all yard piping, fittings, couplings, transitions, connections, and valves.
- (x) Complete all Site Work, Site grading, roadwork, and Site Utility Work.
- (y) Provide all information to fill in the City of Winnipeg Asset forms such as Oracle Work and Asset Management (OWAM).
- (z) All other auxiliary equipment, structures, and systems required to complete the Work.
- (aa) Abate, load, transport and dispose of all known hazardous excavated soil, requiring removal to complete the Work, prior to backfilling.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor such, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) “**Acceptable**” or “**Acceptance**”, etc. shall be understood to mean acceptable to the Contract Administrator as conforming to the requirements of the Contract Documents;
- (b) “**Approval**” or “**Approved**” etc. shall be understood to mean approved by Authorities having jurisdiction as conforming to Codes, Standards, By-Laws, etc.;
- (c) “**Conflict of Interest**” as defined in B12.2;
- (d) “**Instructions**” or “**As Instructed**” or “**Where Instructed**”, etc. shall be understood to mean as instructed in writing by the Contract Administrator;
- (e) “**Manufacturer**” or “**Manufacturer’s Representative**” means the Person(s) responsible for the manufacture and fabrication of equipment provided to the City for the completion of the Work;
- (f) “**PLC**” means Programmable Logic Controller;
- (g) “**Provide**” shall be understood to include labour, materials, and services necessary to supply, install and make functional the items or Work referenced;
- (h) “**Record Drawings**” means Drawings prepared by the Consultant after verifying in detail the actual conditions of the completed Project;
- (i) “**SCADA**” means Supervisory Control and Data Acquisition;
- (j) “**Supplier**” means the Person(s) responsible for the supply of equipment provided to the City for the completion of the Work;
- (k) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is AECOM, represented by:

Sarah Alexander, P.Eng.

Water/Wastewater Engineer

Telephone No. 204 928-8328

Email Address sarah.alexander@aecom.com

D6.2 At the pre-construction meeting, Sarah Alexander will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

D7.1 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.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise

acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g., ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred

following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

- D10.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. SAFE WORK PLAN

- D12.1 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 Documents, if applicable.
- D12.2 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>
- D12.3 Notwithstanding B13.3(d) 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.

D13. INSURANCE

- D13.1 The City shall provide and maintain the following owner-controlled project insurance coverage to remain in place at all times during the performance of the Work and throughout the warranty period unless otherwise stated below. The City reserves the right to add, delete, revise and redefine that insurance requirements and deductibles at any time, at its sole discretion or as necessitated by market conditions and/or extensions of the insurance policies during the term of the Project :
- (a) Wrap Up Liability insurance in an amount of not less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, damage to existing structures, in available, property damage and products and completed operations consistent with industry standard insurance wording. Wrap Up Liability to also include evidence of contractual liability and cross liability clause. Manitoba, its ministers, officers, employees and agents are to be added as additional insureds.
- (i) The Contractor shall be responsible for deductibles up to \$50,000 maximum of any one loss.
- (ii) The City will carry such insurance to cover the City, Contractors, and Subcontractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Contractor.

- (iii) BellMTS, Manitoba Hydro, Shaw, Rogers and Telus shall be shown as additional insured, as required by contract.
 - (iv) Wrap-up liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the work and shall include an additional 24 months completed operations coverage which will take affect after the Total Performance.
- (b) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the names of the City, Contractor and subcontractors including testing and commissioning and shall remain in place until Substantial Performance. If all testing and commissioning has not been completed at Substantial Performance, the insurance must extend at least ten (10) days after such time as all testing and commissioning has been completed. The Contractor shall be responsible for deductibles up to one hundred thousand dollars (\$100,000.00) maximum of any one loss except one hundred fifty thousand (\$150,000.00) dollars for flood and water damage.

D13.2 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg, Manitoba its ministers, officers, employees and agents to be 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) 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 five million dollars (\$5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) all risks property insurance for all equipment, tools, field offices, portable toilets, if to be used by the Contractor directly or indirectly in the performance for the Work on the Project that may be owned, rented, leased or borrowed. Deductibles shall be borne by the Contractor.
- (d) Contractors pollution liability in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims of third party-injury and property damage, including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations; Such policy to include the City of Winnipeg as an additional insured and remain in place for 12 months following Total Performance.

D13.3 Deductibles shall be borne by the Contractor.

D13.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D13.5 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 Documents, as applicable.

D13.6 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.

D14. CONTRACT SECURITY

D14.1 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, [Form H1 Performance Bond](#) , in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, [Form H2 Labour and Material Bond](#) , in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 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 D14.1(b).

D14.1.2 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.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter 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 Documents, if applicable.

D14.3 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 D14.1(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.

D15. DETAILED PRICES

D15.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D15.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D16. SUBCONTRACTOR LIST

D16.1 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 Documents, if applicable.

D17. DETAILED WORK SCHEDULE

D17.1 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 Documents if applicable.

D17.2 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.

D17.3 Further to D17.2(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.

- (a) Excavation;
- (b) Bulkhead supply and installation;
- (c) Overhead door installation;
- (d) Construction of UV storage room;
- (e) UV demolition and installation work during the 4 month disinfection bypass;
- (f) Gate replacement;
- (g) Switchgear demolition;
- (h) MCC and electrical installation;
- (i) Transformer replacement (base bid and late delivery)
- (j) Various demolition;
- (k) Commissioning of new facilities;
- (l) Performance testing;
- (m) Landscaping and finishing works;
- (n) Access road installation.

D17.4 Further to D17.2(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.

D17.5 Further to D17.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D18. COMMENCEMENT

D18.1 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.

D18.2 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 D11;

- (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14;
 - (vi) the detailed prices specified in D15;
 - (vii) the Subcontractor list specified in D16;
 - (viii) the detailed work schedule specified in D17; and
 - (ix) the direct deposit application form specified in D27
- (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.

D18.3 The City intends to award this Contract by May 30, 2025.

D18.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D19. CRITICAL STAGES

D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Two channels must be upgraded to the new UV system and be fully functional along with all 6 gates during the 4-month shut down from October 18, 2025 to February 15, 2026. For clarity, this also requires installation of the 480 V and 600 V motor control centres and at least one 4160 / 600 V transformer to allow the existing 600 V low lift pumps to operate and at least one 4160 / 480 V transformer to allow the UV system to operate. For further clarity, the UV system will be considered fully functional when:
- (i) The bulkheads have been removed and secondary effluent is being pumped into the active UV channels;
 - (ii) At least two of the channels can operate remotely via the system control centre;
 - (iii) The ultraviolet transmittance signal and flow signal are being used by the system control centre to automatically dose pace the lamps in the active channels;
 - (iv) The water level in each active channel is being controlled by the respective weir gate via the system control centre to ensure the lamps remain appropriately submerged and in operation;
 - (v) The hydraulic system centres for the active channels are capable of performing lamp wiping and bank raising, as necessary, and as controlled by the system control centre;
 - (vi) The aluminum checker plates are installed in each active channel;
 - (vii) The slide gates in the active channels are operational and capable of being actuated remotely, as necessary, by the system control centre;
 - (viii) All alarms from the UV system are being communicated to the plant PCS;
 - (ix) Training on the UV system, gates and actuators, transformers, MCCs, and any other equipment necessary for the operation of the UV system is complete including the completion of Forms T1 and T2 for each system/equipment; and
 - (x) Draft O&M manuals have been provided to, and accepted by, the Contract Administrator for the UV system, gates and actuators, transformers, MCCs and any equipment necessary for the operation of the UV.

D19.2 Acceleration of Work

- (a) At no risk to the City, the Contractor at his own initiative, means, and expense, may undertake to complete the Works set out in D19.1 to facilitate the safe operation of at least two (2) UV channels in advance of the Critical Stage of February 15, 2026, specified herein.

- (b) In recognition of the fact that an early completion of the critical stage is of benefit to the City, the City will compensate the Contractor for said early completion on a per diem unit price basis, as hereinafter set out, provided that the City will not be liable to pay for any period of acceleration in excess of ten (10) Calendar Days.
- (c) In the event that the active UV channels must be isolated after being put into operation due to deficiencies within the active UV channels, the critical stage will be deemed incomplete and the Contractor will forfeit any payment for accelerated completion. Should the deficiencies be rectified prior to the end of the critical stage, the City will compensate the Contractor for any remaining period of acceleration.

D19.3 Method of Measurement

- (a) Subject to Clause D19.2 hereof, accelerated completion will be measured on a unit basis per diem. The number of days to be paid for will be the total number of Calendar Days which at least two (2) UV channels are fully functional in advance of the Critical Completion Date of February 15, 2026, specified herein, with all specified Works completed acceptable to the Contract Administrator.

D19.4 Basis of Payment

- (a) Subject to Clause D19.2 hereof, accelerated completion will be paid for at the Unit Price per diem specified hereinafter for "Accelerated Completion" which price shall be payment in full for performing all operations undertaken and all other items incidental to the Work to complete the critical stage. Unit Price per diem = \$30,000.00.
- (b) Payment for this item is not identified on Form B: Prices, and shall not be included thereon. If accelerated completion does occur as specified herein, then payment will be made for this item as an addition to the Contract.

D20. SUBSTANTIAL PERFORMANCE

D20.1 The Contractor shall achieve Substantial Performance by August 1, 2026.

D20.2 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.

D20.3 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.

D21. TOTAL PERFORMANCE

D21.1 The Contractor shall achieve Total Performance by October 30, 2026.

D21.2 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.

D21.3 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.

D22. LIQUIDATED DAMAGES

D22.1 If the Contractor fails to achieve Critical Stages, 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) Critical stage as defined in D19.1 – fifteen thousand dollars (\$15,000);
- (b) Substantial Performance – ten thousand dollars (\$10,000);
- (c) Total Performance – three thousand dollars (\$3,000).

D22.2 The amounts specified for liquidated damages in D22.1 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.

D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D23.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D23.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D23.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D23.4 For any delay related to suppl chain disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D23.5 The Work schedule, including the durations identified in D19 to D21 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D23.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D23.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 Further to C6.26, 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).

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D25.1 Further to B13.3(d), 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 B13.3(d).

MEASUREMENT AND PAYMENT

D26. INVOICES

- D26.1 Further to C12, the Contractor shall submit monthly invoices for work performed during the previous calendar month:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOCES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D26.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D27. PAYMENT

- D27.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D28. WARRANTY

- D28.1 Warranty is as stated in C13.

- D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- D28.2 Warranty for the prepurchased UV disinfection system, motor control centres, transformers, and slide and weir gates are defined in their respective supply contracts. Refer to Appendix B, Appendix C, Appendix D, and Appendix H, respectively.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D29.1 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D29.2 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D29.3 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.5 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.6 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.5, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D30. INDEMNITY

- D30.1 Indemnity shall be as stated in C17.
- D30.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D30.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D31.2 For the purposes of D31:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D31.3 Indemnification By Contractor
- D31.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those

resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D31.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D31.4 Records Retention and Audits

D31.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D31.5 Other Obligations

D31.5.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D31.5.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D31.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

D31.6 For the purposes of D31:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D31.7 Modified Insurance Requirements

D31.7.1 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D31.7.2 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D31.7.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D31.7.4 Further to D13.5, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D31.7.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D31.8 Indemnification By Contractor

D31.8.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D31.8.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;

- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D31.9 Records Retention and Audits

D31.9.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.9.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.9.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D31.10 Other Obligations

D31.10.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.10.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.10.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.10.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D31.10.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D31.10.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

D32. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D32.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D32.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

FORM I: DETAILED PRICES
(See D15)

NEWPCC UV UPGRADE

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FORM I: DETAILED PRICES
(See D15)

NEWPCC UV UPGRADE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
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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:

SECTION NO.	TITLE	NO. OF PAGES
	DIVISION 01	
01 11 00	Summary of Work	5
01 14 00	Work Restrictions	2
01 25 00	Substitution Procedures	6
01 29 83	Payment Procedures for Testing Services	2
01 31 19	Project Meetings	3
01 32 16.07	Progress Schedule	5
01 32 33	Construction Photographs	3
01 33 00	Submittal Procedures	13
01 35 43	Environmental Protection	6
01 40 00	Measurement and Payment	7
01 41 00	Regulatory Requirements	1
01 45 00	Quality Control	5
01 51 00	Temporary Utilities	3
01 52 00	Construction Facilities	7
01 56 00	Temporary Barriers and Enclosures	2
01 60 10	Materials and Equipment	3
01 61 00	Common Product Requirements	4
01 65 00	Equipment Installation	6
01 65 00.05	Installation of Prepurchased Equipment	6
01 71 00	Examination and Preparation	2
01 73 00	Execution	2
01 74 11	Cleaning	2
01 74 19	Construction Waste Management Disposal	3
01 78 00	Closeout Submittals	8

SECTION NO.	TITLE	NO. OF PAGES
01 78 23	Operation and Maintenance Data	9
01 79 00	Demonstration and Training	9
01 91 31	Commissioning Plan	19
	DIVISION 02	
02 41 99	Demolition for Minor Works	3
	DIVISION 03	
03 10 00	Concrete Forming and Accessories	5
03 15 00	Concrete Accessories	4
03 20 00	Concrete Reinforcing	3
03 30 00	Cast-In-Place Concrete	9
	DIVISION 04	
04 05 00	Common Work Results for Masonry	4
04 05 12	Masonry Mortaring	2
04 05 19	Masonry Reinforcement, Connectors and Accessories	5
04 21 13	Brick Masonry	5
04 22 00	Concrete Unit Masonry	6
	DIVISION 05	
05 12 23	Structural Steel for Buildings	5
05 21 00	Steel Joist Framing	4
05 31 00	Steel Decking	4
05 50 00	Metal Fabrications	9
	DIVISION 06	
06 10 00	Rough Carpentry	5
	DIVISION 07	
07 14 16	Cold Fluid Applied Waterproofing	4
07 21 13	Board Insulation	4
07 26 00	Vapour Retarder	3
07 27 10	Air-Vapour Barriers	7
07 52 00	Modified Bituminous Membrane Roofing	13
07 62 00	Sheet Metal Flashing and Trim	7
07 84 00	Firestopping	9
07 92 00	Joint Sealants	5
	DIVISION 08	
08 11 13	Hollow Metal Doors and Frames	8
08 33 23	Overhead Coiling Doors	5
08 36 13	Sectional Doors	8
08 71 00	Door Hardware	7
	DIVISION 09	
09 91 00	Painting	14
09 98 00	Special Coatings	12
	DIVISION 10	
10 26 00	Wall and Door Protection	5
10 44 00	Fire Protection Specialties	6
	DIVISION 22	
22 05 00	Common Work Results for Plumbing	5
22 05 15	Plumbing Specialties and Accessories	4

SECTION NO.	TITLE	NO. OF PAGES
22 11 16	Domestic Water Piping	6
22 13 16.16	Sanitary Waste and Vent Piping – Plastic	3
	DIVISION 23	
23 05 00	Common Work Results for HVAC	5
23 05 13	Common Motor Requirements for HVAC Equipment	4
23 05 15	Common Installation Requirements for HVAC Pipework	6
23 05 29	Hangers and Supports for HVAC Piping and Equipment	8
23 05 48	Vibration and Seismic Controls for HVAC	6
23 05 53	Identification for HVAC Piping and Equipment	7
23 05 93	Testing, Adjusting and Balancing for HVAC	5
23 07 13	Duct Insulation	6
23 07 19	HVAC Piping Insulation	7
23 09 33	Electric and Electronic Control System for HVAC	2
23 31 13.01	Metal Ducts - Low Pressure to 500 Pa	6
23 33 00	Air Duct Accessories	3
23 33 15	Dampers – Operating	3
23 34 00	HVAC Fans	4
23 37 13	Diffusers, Registers and Grilles	3
23 37 20	Louvres, Intakes and Vents	3
23 82 39	Unit Heaters	3
23 99 99	Schedules	2
	DIVISION 26	
26 05 00	Common Work Results – Electrical	17
26 05 13	High Voltage Cables	8
26 05 20	Wire and Box Connectors (0-1000 V)	4
26 05 21	Wires and Cables (0-1000 V)	21
26 05 28	Grounding and Bonding	13
26 05 29	Hangers and Supports for Electrical Systems	8
26 05 31	Splitters, Junction, Pull Boxes, and Cabinets	5
26 05 32	Outlet Boxes, Conduit Boxes and Fittings	6
26 05 34	Conduits, Conduit Fastenings and Conduit Fittings	18
26 05 36	Cable Trays for Electrical Systems	13
26 05 44	Installation of Cables in Trenches and in Ducts	7
26 05 81	Motors – 0.746 kW to 149 kW	11
26 08 05	Acceptance Testing	32
26 27 26	Wiring Devices	4
26 28 23	Disconnect Switches Fused and Non-Fused up to 600 V Primary	3
26 29 03	Control Devices	3
26 50 00	Lighting	4
26 52 13.13	Emergency Lighting	4
26 52 13.16	Exit Signs	2
	DIVISION 28	
28 31 00	Fire Detection and Alarm	6
	DIVISION 31	
31 62 13	Precast Concrete Piles	4

SECTION NO.	TITLE	NO. OF PAGES
DIVISION 32		
32 11 13	Earth Work	2
32 11 16	Sub-base Material	1
32 11 23	Base Material	1
32 11 26	Asphaltic Concrete Paving	2
32 13 13	Portland Cement Concrete Paving	1
32 16 00	Concrete Walks, Curbs, and Gutters	1
DIVISION 33		
33 05 05	Excavation, Trenching, and Backfilling	2
33 14 16	Site Water Utility Distribution Piping	3
33 31 11	Sanitary Sewerage Gravity Piping	2
32 42 11	Land Drainage Sewer	2
DIVISION 40		
40 05 01	Common Work Results	4
40 05 13	Process Piping	7
40 05 13.01	Detailed Piping Specification	2
40 05 23	Process Valves	4
40 05 24	Detailed Process Valve Specification Sheets	2
40 05 60	Process Pipeline Appurtenances	2
40 05 80	Process Pipe Hangers and Supports	7
40 61 96	Process Control Narrative	3
40 61 98	Instrument Index	1
40 70 00	Process Taps and Primary Elements	1
40 90 00	Instrumentation and Control for Process Systems	15
40 90 01	Field Services	2
40 90 21	Automation Wires and Cables	10
40 91 01	Automation – Process Measurement Devices	7
40 95 13	Control Panels	10
40 95 53	Network Equipment	4
40 96 00	Applications Software	13
40 99 92	Automation Testing and Commissioning	7
40 99 93	Maintenance and Support	2
DIVISION 41		
41 22 13	Overhead and Monorail Trolleys	9
DIVISION 46		
46 21 00	General Process Provisions	6

DRAWING NO.	TITLE
A0-G001	GENERAL COVER PAGE
A0-G002	GENERAL DRAWING INDEX
A0-D001	GENERAL PROCESS FLOW DIAGRAM
A0-D002	GENERAL LEGEND - PROCESS & INSTRUMENTATION
A0-D003	GENERAL LEGEND - PROCESS & INSTRUMENTATION
A0-D004	GENERAL LEGEND - PROCESS & INSTRUMENTATION
A0-E001	GENERAL SYMBOL LEGEND
Y0-C001	CIVIL LOCATION PLAN
Y0-C101	CIVIL SITE GRADING PLAN
Y0-C102	CIVIL UNDERGROUND UTILITIES PLAN

DRAWING NO.	TITLE
Y0-C501	CIVIL FENCE DETAILS
Y0-C010	SITE WORKS SEWER AND WATER SERVICING, PAVING AND GRADING
U2-B001	ARCHITECTURAL NEW UV STORAGE ROOM - INDEX PAGE
U2-B002	ARCHITECTURAL NEW UV STORAGE ROOM - BUILDING CODE ANALYSIS
UD-B101	ARCHITECTURAL NEW UV STORAGE ROOM PARTIAL EXISTING BUILDING PLAN - DEMOLITION
U2-B101	ARCHITECTURAL EXISTING UV BUILDING & NEW STORAGE ROOM - ROOF PLANS
U2-B102	ARCHITECTURAL NEW UV STORAGE ROOM - MAIN FLOOR PLAN
U2-B103	ARCHITECTURAL NEW UV STORAGE ROOM - REFLECTED CEILING PLAN AND ROOF PLAN
U2-B201	ARCHITECTURAL EXISTING BUILDING & NEW UV STORAGE ROOM - BUILDING ELEVATIONS AND SECTIONS
U2-B301	ARCHITECTURAL NEW UV STORAGE ROOM - WALL SECTIONS
U2-B501	ARCHITECTURAL NEW UV STORAGE ROOM - PLAN DETAILS
U2-B502	ARCHITECTURAL NEW UV STORAGE ROOM - SECTION DETAILS
U2-B503	ARCHITECTURAL NEW UV STORAGE ROOM - EXIT DOOR PORCH DETAILS
U2-B504	ARCHITECTURAL UV EXISTING BUILDING SECTION DETAILS & ACCESS LADDER DETAILS
U2-B601	ARCHITECTURAL NEW UV STORAGE ROOM - DOOR & FRAME SCHEDULE
U2-S001	STRUCTURAL NEW UV STORAGE ROOM - GENERAL NOTES
U2-S002	STRUCTURAL NEW UV STORAGE ROOM - GENERAL NOTES
U2-S101	STRUCTURAL NEW UV STORAGE ROOM - PILING PLAN
U2-S102	STRUCTURAL NEW UV STORAGE ROOM - MAIN FLOOR PLAN
U2-S103	STRUCTURAL NEW UV STORAGE ROOM - ROOF FRAMING PLAN
U2-S104	STRUCTURAL NEW MONORAIL/SUPPORT STRUCTURE - ENLARGED PLAN, SECTION AND DETAIL
U2-S201	STRUCTURAL NEW UV STORAGE ROOM - SECTIONS AND ELEVATIONS
66303D-S2.03	STRUCTURAL PLAN ABOVE ELEVATION 231.620
66303D-S2.04	STRUCTURAL PLAN ABOVE ELEVATION 233.520
66303D-S5.03	STRUCTURAL UV CHAMBER ACCESS COVERS - PLAN, SECTIONS AND DETAILS
66303D-S5.04	STRUCTURAL MASONRY WALL ELEVATIONS
U2-S501	STRUCTURAL NEW UV STORAGE ROOM - CONCRETE DETAILS
U2-S502	STRUCTURAL NEW UV STORAGE ROOM - MASONRY DETAILS
U2-S503	STRUCTURAL DUCT SUPPORT - PLANS, SECTIONS AND DETAILS
66303D-CP1.02	PROCESS HYDRAULIC PROFILE @380 ML / d
66303D-CP1.07	PROCESS UV CHANNEL 1 - MODULES 110/ 120
66303D-CP1.08	PROCESS UV CHANNEL 2 - MODULES 210/ 220
66303D-CP1.09	PROCESS UV CHANNEL 3 - MODULES 310/ 320
66303D-CP1.10	PROCESS UV EFFLUENT CHANNEL
U1-X601	P&ID UV DISINFECTION FACILITY - UV INFLUENT CHANNEL
U1-X602	P&ID UV DISINFECTION FACILITY - UV CHANNEL 1
U1-X603	P&ID UV DISINFECTION FACILITY - UV CHANNEL 2
U1-X604	P&ID UV DISINFECTION FACILITY - UV CHANNEL 3
UD-P101	PROCESS MECHANICAL EXISTING UV DISINFECTION FACILITY - CHANNELS 1 TO 3 - DEMOLITION
UD-P102	PROCESS MECHANICAL EXISTING UV DISINFECTION FACILITY - MAIN LEVEL PLAN - DEMOLITION
UD-P301	PROCESS MECHANICAL EXISTING UV DISINFECTION FACILITY - OVERALL SECTION - DEMOLITION
UD-P302	PROCESS MECHANICAL EXISTING UV DISINFECTION FACILITY - OVERALL SECTIONS - DEMOLITION
66303D-CP2.01	PROCESS PUMP STATION & UV PLAN
66303D-CP2.02	PROCESS PUMP STATION & UV PLAN
66303D-CP2.04	PROCESS UV CHANNEL DETAILS

DRAWING NO.	TITLE
66303D-CP2.05	PROCESS UV CHANNEL DETAILS
66303D-CP2.06	PROCESS FLAP GATE DETAILS
U1-D401	PROCESS MECHANICAL EXISTING UV DISINFECTION FACILITY - ENLARGED PLAN
66303D-CM2.01	MECHANICAL MAIN FLOOR PLUMBING PLAN - MECHANICAL MEZZANINE PLUMBING PLAN
66303D-CM4.01	MECHANICAL MAIN FLOOR VENTILATION PLAN
66303D-CM6.02	MECHANICAL SECTIONS
U2-M101	BUILDING MECHANICAL NEW UV STORAGE ROOM - MAIN FLOOR - PLUMBING & HVAC PLANS
U2-M301	BUILDING MECHANICAL NEW UV STORAGE ROOM - SECTIONS - PLUMBING
U2-M302	BUILDING MECHANICAL NEW UV STORAGE ROOM - SECTIONS - HVAC
UD-E201	ELECTRICAL ELECTRICAL DISTRIBUTION ELEVATIONS DEMOLITION
U0-E605	ELECTRICAL MCC ELEVATION 600V AND 480 VAC MCC
U0-E401	ELECTRICAL PANEL LAYOUT - GROUND FAULT DETECTION PANEL EDP-U7050
U2-E103	ELECTRICAL STORAGE ROOM - FIRE DETECTION AND EMERGENCY LIGHTING LAYOUT
U2-E105	ELECTRICAL CABLE TRAY CABLE LAYOUTS
YE-E501	ELECTRICAL GROUNDING DETAIL
U0-E501	ELECTRICAL CABLE TRAY DETAIL
U0-E502	ELECTRICAL DETAILS
U0-E503	ELECTRICAL DETAILS
U0-E504	ELECTRICAL FENCE BONDING DETAILS
66303D-CE1.06	ELECTRICAL EXISTING C.C.T.V., FIRE ALARM, SECURITY AND LIGHTING SYSTEMS
U2-E104	ELECTRICAL CABLE TRAY CABLE ROUTE LAYOUT
UD-E101	ELECTRICAL EXISTING UV DISINFECTION FACILITY FLOOR PLAN - DEMOLITION
66303D-CE1.04	ELECTRICAL EXISTING UV DISINFECTION FACILITY FLOOR PLAN POWER
U2-E102	ELECTRICAL NEW UV STORAGE ROOM POWER LAYOUT
YD-E101	ELECTRICAL UV FACILITY SITE PLAN DEMOLITION
6630D-CE.1.02	ELECTRICAL UV FACILITY SITE PLAN GROUNDING DETAIL
U2-E101	ELECTRICAL STORAGE ROOM LIGHTING LAYOUT
U0-E603	ELECTRICAL MOTOR STARTER SCHEMATICS EF-U6001
U0-E604	ELECTRICAL MOTOR STARTER SCHEMATICS EF-U6002
UD-E603	ELECTRICAL PANELBOARD SCHEDULE PANEL A AND PANEL B DEMOLITION
U1-E601	ELECTRICAL PANELBOARD SCHEDULE PANEL A AND PANEL B
YE-E601	ELECTRICAL SITE - ELECTRICAL - SWITCHING DIAGRAM 4160V AND 600V ELECTRICAL DISTRIBUTION
YD-E601	ELECTRICAL 4160V AND 600V ELECTRICAL DISTRIBUTION
YE-E602	ELECTRICAL SITE - ELECTRICAL - SINGLE LINE DIAGRAM 4160V ELECTRICAL DISTRIBUTION
UD-E601	ELECTRICAL 4160V ELECTRICAL DISTRIBUTION DEMOLITION
66303D-CE2.01	ELECTRICAL OVERALL - UV DISINFECTION FACILITY & NEW STORAGE ROOM SINGLE LINE DIAGRAM - DEMOLITION
U0-E601	ELECTRICAL UV DISINFECTION FACILITY - SINGLE LINE DIAGRAM - 480V SYSTEM
U0-E602	ELECTRICAL OVERALL - UV DISINFECTION FACILITY & NEW STORAGE ROOM SINGLE LINE DIAGRAM - 600V
U0-E606	ELECTRICAL POWER DISTRIBUTION SCHEMATIC - GROUND FAULT PANEL
UD-A101	AUTOMATION EXISTING UV DISINFECTION FACILITY INSTRUMENT LOCATION PLAN - DEMOLITION ABOVE EL. 232.238
UD-A102	AUTOMATION EXISTING UV DISINFECTION FACILITY INSTRUMENT LOCATION PLAN - DEMOLITION ABOVE EL. 232.238
U0-A601	AUTOMATION NETWORK ARCHITECTURE DIAGRAM NP-U900

DRAWING NO.	TITLE
U2-A001	AUTOMATION LOOP DIAGRAM - GARAGE DOOR
U2-A002	AUTOMATION LOOP DIAGRAM - FLOW SWITCH
U2-A003	AUTOMATION LOOP DIAGRAM TT-U6501
U2-A004	AUTOMATION LOOP DIAGRAM FIC-U1001
U1-S101_TW	STRUCTURAL PLAN ABOVE ELEVATION 231.620
U1-S102_TW	STRUCTURAL PLAN ABOVE ELEVATION 233.520
U1-S301_TW	STRUCTURAL BUILDING SECTIONS SHEET 1 OF 2
U1-S302_TW	STRUCTURAL BUILDING SECTIONS SHEET 2 OF 2
UD-E101_TW	ELECTRICAL EXISTING UV DISINFECTION FACILITY TEMPORARY WORK

E2. CASH ALLOWANCE FOR ADDITIONAL WORK

- E2.1 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.
- E2.2 A cash allowance has been included on Form B: Prices.
- E2.3 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.
- E2.4 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.
- E2.5 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.
- E2.6 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.
- E2.7 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.
- E2.8 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.

- E2.9 Cash Allowance #1 – Temporary Reuse of Existing Transformers and Sequential Installation of New Transformers:
- (a) If transformers are not delivered by January 14, 2026, the existing transformers will need to be temporarily reused and the new transformers shall be installed sequentially as defined in Division 26, 40, Appendix K and drawings.
 - (b) \$250,000.00
- E2.10 Cash Allowance #2 – Various Works
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein, including an allowance for contaminated soil removal.
 - (b) \$700,000.00