



REQUEST FOR SUBMISSION OF TENDER FOR PLUMBING - REPAIR AND MAINTENANCE AND OTHER SERVICES FOR THE CITY OF THOMPSON

Request for Tender No. 10726 Issued: May 6th, 2026.

Purchasing Contact : Anne Abel
Telephone : (204) 677-7976
Address : 226 Mystery Lake Rd,
Thompson MB R8N1S6

E-mail : purchasingagent@thompson.ca

Closing Date and Time : May 22, 2026 at 3.00 PM.
Central Time (CST).

Tenders shall be submitted to : City of Thompson
226 Mystery Lake Rd
Thompson MB R8N1S6

Tenders must be delivered to the City by hand, courier or mail. No faxed or other electronically transmitted Tenders will be accepted by the City. Late submissions will **NOT** be considered

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PART I - INSTRUCTIONS TO PROPONENTS

1. INVITATION

To be accepted, three (3) paper copies of the Tender submission to be received by the Purchasing Agent no later than 3:00 p.m. local time, Friday May 22, 2026. Late submittals will not be accepted and will be returned unopened.

2. PURPOSE

The City of Thompson (CITY) is requesting Tenders for the Plumbing field related work including repair and maintenance and other services for the City of Thompson as per the Scope of Work. This RFT will not cover any Plumbing work for the completion of CITY's capital projects and their requirements. Any capital project work will be public tender as required.

3. SCHEDULE

The following is the anticipated schedule of events related to this RFT. These dates are provided as target dates only and may be changed at any time by the COT at its sole discretion:

a) RFT Released	:	May 6th, 2026
b) Inquiries closing date	:	May 15, 2026
c) RFT Closing Date	:	May 22, 2026
e) Anticipated Award	:	June 1, 2026

4. All Tenders submitted to the CITY are confidential and subject to continuing consolidation of the statues of Manitoba chapter F175 The Freedom of Information and Protection of Privacy Act (FIPPA) (<http://web2.gov.mb.ca/laws/statutes/ccsm/f175e.php>). Proponents are to be knowledgeable in FIPPA and public bodies compliance responsibilities under FIPPA including ensuring the accuracy, confidentiality, and security of an individual's personal information.

5. INTERPRETATION

Defined words and phrases used in this Request for Tender have the meaning as expressly expressed in this Request for Tender. Headings are used for convenience only and shall not affect the interpretation or meaning of this Request for Tender ("RFT") or any resulting Agreement.

6. TERMS OF REFERENCE

The Terms of Reference provide a description of the supply contemplated (including independent Proponent obligations/responsibilities and deliverables), and other matters, that the CITY anticipates will be required.

7. INQUIRIES

7.1. All inquiries regarding this Tender are to be submitted in writing and only to the authority mentioned below in this Tender by the Inquiries closing date. Failure to comply with this provision may for this reason alone, result in disqualification of a Tender.

Technical inquiries:

Stephen Allen
 Manager – Facilities
 Email: sallen@thompson.ca

Commercial inquiries

Anne Abel
 Purchasing Agent
 Phone: 204-677-7976
 Email: purchasingagent@thompson.ca

- 7.2. Any inquiries after the timeline mentioned in the schedule will not be answered by the CITY.
- 7.3. The CITY has the sole discretion to respond, or not, to an inquiry. Responses may be issued to the inquiring party only, or to any or all prospective Proponents.
- 7.4. A Proponent shall not be entitled to rely on any oral response or interpretation received in respect of an inquiry unless that response or interpretation was provided in writing.
- 7.5. Inquiries which leads to change in the Tender document will be through addenda.

8. SUBMISSION DEADLINE AND ADDRESS

- 8.1. The submission deadline is the date and time specified in Section 3 of this RFT.
- 8.2. Except where extended by an addendum, Tenders received later than the time stated under Section 3 will not be accepted and will be discarded unopened.
- 8.3. Submission in response to this RFT shall be enclosed in a sealed package marked a **“RFT#10726, PLUMBING - REPAIR AND MAINTENANCE, AND OTHER SERVICES FOR THE CITY OF THOMPSON”**.
- 8.4. Tender shall be handed in person, mailed, or couriered to the address below and ensure it reaches before the Tender submission time:

To the attention of:

Anne Abel
Purchasing Agent
City of Thompson
226 Mystery Lake Road,
Thompson, MB, R8N 1S6

- 8.5. The PROPONENT shall deliver: Three (3) paper copies of the Tender.
- 8.6. Tenders submitted by fax or email will not be accepted.

9. TENDER REQUIREMENTS

- 9.1. The Proponent is requested to prepare the Tender as per Tender requirements attached herein.
- 9.2. The Proponent is solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFT and submit a Tender in accordance with the terms and conditions of this RFT. No allowance will be made for the failure of a Proponent to obtain such information or to make such investigations.
- 9.3. A Proponent should ensure that each provision in its Tender is stated clearly and concisely. Simplicity and clarity of responses are important. The Tender should include all of the information and documents required under this Tender, and be organized in the same sequence. Proponents should avoid including extraneous or irrelevant information.
- 9.4. Proponents are advised to carefully review the evaluation criteria (section 20) and mandatory requirements prior to preparing their Tender in response to this RFT.
- 9.5. The Tender shall:
 - 9.5.1. be signed by a duly authorized representative of the Proponent;
 - 9.5.2. be accompanied by: any other document or documents specified elsewhere in the Tender documents where it is stipulated that they are to accompany the Tender.
- 9.6. Only the signed and duly completed Tender form will be accepted as a valid Tender
- 9.7. Proponents shall prepare a list of all the deviations in “DEVIATION LIST” subject to this RFT.

10. DELETED

11. INSURANCE

Provide a copy of current liability insurance coverage.

12. LICENSING AND REGISTRATION QUALIFICATIONS

The Proponent team must be comprised of individuals and/or firms who are licensed, certified, registered, or otherwise authorized to provide the necessary work to the full extent that may be required by provincial law and professional associations in the province of Manitoba at the time of the submission deadline. The successful proponent shall be required to maintain such license and registration requirements for the duration of this agreement.

13. ADDENDA

- 13.1. The CITY may at any time prior to the date and time of closing, issue addenda changing this Request for Tender, and such addenda shall be an integral part of this Request for Tender.
- 13.2. Proponents are responsible for ensuring that they have received all addenda and that they have considered the effect of each addendum in formulating their responses to the RFT. Proponents must acknowledge having received each addendum in their Tender. Proponents should acknowledge having received each addendum and the date on which each was received, in the space provided in the RFT for this purpose. Failure to acknowledge receipt of an addendum may render a Tender non-responsive. If a Tender is submitted before an addendum is issued, the CITY will accept a faxed acknowledgement, provided the acknowledgement is submitted before the Submission Deadline. Proponents who submit an acknowledgement by fax should confirm that the fax has been received by the CITY by phone at

(204) 677-7976.

- 13.3. Tender Amendments (including amendments to Tender amounts only)
- 13.4. Proponents may amend Tenders submitted prior to the Submission Deadline (including amendments to the amounts in the Bid Form) by submitting an amendment clearly identifying the change or by submitting a new Tender that clearly indicates that it is to replace the Tender previously submitted by the Proponent.
- 13.5. All amendments to a submitted Tender must be in writing, submitted on the Proponent's letterhead, signed by the person(s) who signed the Tender Form, and must be submitted to the CITY by:
 - a) mail or delivery at the address set out in Section 8.4; or
 - b) fax at: 204-677-7980
- 13.6. If Proponents wish to submit an amendment to the amount(s) in the Bid Form only (without submitting a new Tender to replace the Tender previously submitted by the Proponent), and wish to submit the amendment by fax, the amendment to the amount(s) in the Schedule of Prices must not reveal the original amount(s) or the revised amount(s). The amendment must only state the amount(s) to be added or deducted from the original amount(s) in the Schedule of Prices.
- 13.7. It will be solely the responsibility of the Proponent to ensure that any amendment is received prior to the Submission Deadline.
- 13.8. The CITY will not accept responsibility for the content of amendments, or amendments that are, for any reason, not received, delayed, illegible or otherwise improperly received. The CITY may disregard amendments that are improperly received.

14. TENDER CONTENT

- 14.1. The following format is requested for the Technical Tender:
- 14.2. Title Page
- 14.3. Letter of Transmittal must be fully completed and signed by a representative of the Proponent with the authority to bind the Contract.
- 14.4. Table of Contents
- 14.5. Introduction and Understanding of the Work:
 - 14.5.1. The Tender should describe the Proponent's understanding of the RFT including pertinent background information and scope of work. It should include an overview which condenses and highlights the contents of the Tender in such a way as to provide the evaluation committee with the ability to evaluate the Proponent's entire understanding of the RFT.
 - 14.5.2. CITY requires the proponent to furnish evidence, in addition to any provided by the proponent in the Tender, satisfactory to the CITY that the Proponent has the ability, experience, equipment, key personnel experience and qualification including required to undertake and successfully provide the Work as per the Scope of Work.
- 14.6. Technical:
 - 14.6.1. The Proponent shall provide its methodology for completing the work including, schedule, quality control, to address objectives and achieve superior results for the Scope of Work.
 - 14.6.2. Provide copies of resumes, licenses, certification of the Proponent and its personnel.
 - 14.6.3. Fill up the details as per Appendix – I.
- 14.7. Proponent Information
 - 14.7.1. Describe the Proponent's business including information about how the Proponent is organized to carry on business; its location(s) and any office(s) or facilities where the Supply and Services will be provided (i.e. location(s) in and outside of Manitoba, head office location, etc.).
 - 14.7.2. Describe details of any sub-contracting arrangements proposed by the Proponent.
 - 14.7.3. The Proponent must also identify at least three (3) business who may be contacted by the CITY for information on the Proponent's performance for the workmanship and quality of the material supplied in the past to comparable working conditions and environment. For each reference the following information should be provided:
 - 14.7.3.1. name of primary contact and position
 - 14.7.3.2. telephone number for primary contact and entity
 - 14.7.3.3. e-mail address for primary contact
 - 14.7.4. In addition to contacting the references for the purpose of checking the record of past performance, the CITY, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by the CITY without prior notice to the Proponent. If the references provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, the CITY may disqualify the Proponent.
- 14.8. Price Submission Format
 - 14.8.1. Submit price as per the Bid Form under a Fixed Fee agreement.
 - 14.8.2. Prices shall be quoted in Canadian Funds (CAD) and shall remain firm for the duration of the Agreement.
 - 14.8.3. Applicable taxes must be identified separately.

15. SIGNING OF TENDERS

- 15.1. All Proponents are to execute the Tender disclosing the proper legal name of each separate legal entity involved, and the office of each individual signing on behalf of each such separate legal entity.
- 15.2. Proponents who involve a consortium of corporations or more than one separate legal entity, such as a partnership or joint venture, are to identify their duly appointed leader in the Tender. Where more than one legal entity combines to form a Proponent, all such entities shall be jointly and severally bound by the Tender submitted, and any resulting contract(s) awarded.
- 15.3. A copy of a written agreement binding the legal entities involved in each Tender shall be provided to the CITY upon request. If no such writing exists at the time of the request, it may be necessary for such entities to document their arrangement to fulfill such requirement at any time, including after the time and date of closing for receipt of Tenders and before or after an award of any contract.
- 15.4. CITY may require evidence of the authority of any person purporting to sign a Tender on behalf of a person, firm or corporation, whether as principal, agent or attorney.

16. AMENDMENT/WITHDRAWAL OF TENDER

- 16.1. A Proponent may amend or withdraw its Tender any time prior to the time and date of closing by providing written notice to the CITY, received by the CITY prior to the said time, as follows:
To the attention of:
Anne Abel
Purchasing Agent
City of Thompson
Mystery Lake Road
Thompson, MB, R8N1S6
Fax: (204) 677- 7980
- 16.2. The communication shall be through mail and fax notifying CITY
- 16.3. Amendments must be signed in accordance with the instructions to Proponents.

17. AWARD OF TENDERS

- 17.1. The CITY makes no representation or warranty that responding to this RFT will result in the award of work. The CITY reserves the right to cancel this RFT either before or after the date of closing and regardless of whether or not any Tender has been received for any reason whatsoever, in the CITY's sole discretion. The lowest or any Tender not necessarily accepted.
- 17.2. CITY also reserves the right to re-issue or propose all or any part of the work and material supplies contemplated in this RFT at any time, including after the date of closing, for any reason whatsoever, in the CITY's sole discretion.
- 17.3. In the case of an award of the Tender, it shall be made within ninety (90) calendar days of the date on which the Tenders were opened, unless an extension of the said thirty (30) days is mutually agreed upon in writing between one or more Proponents and the CITY. Should no award be made within the said ninety (90) days or within any mutually agreeable extension thereof, then all Proponents shall be relieved of any obligation to enter into a Contract.
- 17.4. If any Tender is accepted, in whole or in part, the CITY shall notify the Proponent in writing. The Proponent cannot rely upon oral acceptance. No other act of the CITY shall constitute an award of the Tender. The award of the Tender shall fall under the governing laws of the Province of Manitoba.

18. PRIVILEGE/DISCRETION

- 18.1. Notwithstanding any industry or trade custom or past practices of the CITY to the contrary to the following:
 - 18.1.1. The CITY does not represent that it will necessarily, and the CITY shall not be obliged to, accept any Tender, accept the lowest cost Tender, or be precluded from accepting a Tender or other offer or negotiating further in respect of any Tender submitted.
 - 18.1.2. CITY reserves the right, and the Proponent acknowledges that the CITY has the right, to reject any or all Tenders, for any reason, or to accept any Tender which the CITY in its sole discretion deems advantageous to itself.

19. CLARIFICATIONS

CITY may, in its sole discretion, request one or more Proponents to provide further information or documentation concerning their Tender(s), or clarifying and matter(s) contained in their Tender(s). In respect of any such further request for information, documentation, and clarifications, CITY shall have no duty or obligation to advise any other Proponent of any of the same or to allow them to vary their Tender as a result of any of the same.

20. TENDER EVALUATION

- 20.1. Tenders received will be evaluated on the following basis:

Sr. No.	Heads	Percentage %
1	Adherence to Scope of Work	20%
2	Experience of the Proponent and its key personnel (minimum two years)	10%
3	Key Personnel qualification carrying out the Work (applicable valid certificates)	5%
4	Availability in hours	15%
5	Price	50%
6	Total	100%

20.2. The CITY may choose to visit one or more Proponents facilities, or request one or more Proponents to make presentations and or visit the CITY.

21. EVALUATION PROCESS AND CRITERIA

- 21.1. Tenders received by the submission deadline will be assessed to determine which fulfil the mandatory submission requirements. If the Tender fails to satisfy any of the mandatory submission requirements, the Tender will be excluded from further consideration. The mandatory submission includes the following:
 - 21.1.1. Insurance as per Section 11
 - 21.1.2. Introduction and Understanding of the Work as per Section 14.5
 - 21.1.3. Technical details as per Section 14.6
 - 21.1.4. Detailed Proponent information as per Section 14.7
 - 21.1.5. Price Submission as per Section 14.8
- 21.2. Tender receiving less than a minimum score of 70 % shall be disqualified and receive no further consideration.
- 21.3. Following the evaluation, the Tender scores will be ranked in order of highest to lowest total points.
- 21.4. CITY reserves the right to negotiate with one or more of the proponents short-listed to discuss and possibly seek modifications of proposed plans, strategies, schedules and other matters proposed in a Tender, including possible modifications of proposed supplies and services, products and prices.
- 21.5. The purpose of any such negotiations will be to obtain the most promising Tender for successful performance and delivery of supplies and services and to obtain the best value for the City.
- 21.6. Results from any such negotiations which produce possible modifications to the Tender submitted which, together with the Tender so revised, may be reduced to a written form of a memorandum and signed by the proponent for use with its Tender, and may form part of any contract awarded to that proponent.
- 21.7. The Evaluation Committee will report the results of the point system (total) rating. Candidates will be notified by the CITY after the selection has been made.

22. ACCEPTANCE OF TENDER

- 22.1. If the CITY decides to accept a Tender, it will accept the Tender that, in the evaluation committee’s sole opinion, is the best overall Tender when evaluated in accordance with the evaluation procedure and criteria. Should the CITY decide not to accept any Tender, all Proponents will be given written notice of such a decision.
- 22.2. If the CITY decides to accept a Tender, the CITY will signify its conditional acceptance by giving written notice of such a decision and subsequently preparing and forwarding to the Proponent three (3) copies of the Agreement for signing as identified in PART III – FORM OF AGREEMENT.
- 22.3. The CITY’s acceptance is conditional on:
 - 22.3.1. the CITY obtaining all necessary internal approvals. The CITY has no obligation to enter into the Agreement until this condition has been met;
 - 22.3.2. the Proponent signing and returning all three (3) copies of the Agreement to the CITY after receiving the copies of the Agreement and the conditional acceptance from the CITY;
 - 22.3.3. Subject to the foregoing conditions have been met, the CITY will, in due course, sign the three (3) copies of the Agreement and return one fully signed copy for the Proponent’s record.

23. DISQUALIFICATION

- 23.1. If the Proponent modifies, delete or add any portions or conditions to the contract provisions, the submitted Tender will automatically be disqualified. Any exceptions to the Tender shall be mentioned separately in the deviation list.
- 23.2. The City shall have the right to disqualify the Proponent from the Tender process if they have a poor work record and history of vexatious litigation.

24. WAIVER

By submitting a Tender, the Proponent acknowledges the CITY's rights under this RFT and absolutely waives any right, or cause of action against the CITY, its officers, directors, employees and/or agents by reason of the CITY's failure to accept the Tender submitted by the Proponent, whether such right or cause of action arises in contract (including fundamental breach), negligence, bad faith, or otherwise.

25. CONFLICT OF INTEREST

25.1. The Proponent warrants that to the best of its knowledge the Proponent, its directors, officers, employees, and Vendors, have and shall continue to have no conflict of interest that may be detrimental to the performance of the Services or to the City of Thompson.

25.2. Proponent shall provide notice to the CITY of any actual, potential, or apparent conflict of interest immediately upon awareness of the same.

26. PROPONENTS EXPENSES

The Proponent shall be responsible for all expenses relating to the preparation of its Tender and for any subsequent negotiations and discussions with the CITY.

27. LANGUAGE

Tenders and all communication required or permitted in respect of RFT shall be in English.

PART II - TENDER REQUIREMENTS

PROPONENT INFORMATION

This quote is submitted by _____ : _____
(Legal company name)

Hereinafter called the "Proponent", a company duly incorporated under the laws of:

Head office address _____ : _____
(Number, Street)

(City, Town)

(Province, Postal/Zip Code, Country)

Contact Person Name _____ : _____

Phone Number _____ : _____

Fax Number _____ : _____

Email _____ : _____

The Proponent's principal office dealing with this RFT is at
Address _____ : _____

(Number, Street)

(City, Town)

(Province, Postal/Zip Code, Country)

Contact Person Name _____ : _____

Phone Number _____ : _____

Fax Number _____ : _____

Email _____ : _____

PROPONENT'S TECHNICAL AND NON-TECHNICAL CONTACT PERSONS

All technical inquiries of this RFT should be directed to

Name of the Proponent's Representative : _____

Contact details

Phone Number : _____

Fax Number : _____

Email : _____

All non-technical inquiries of this RFT should be directed to

Name of the Proponent's Representative : _____

Contact details

Phone Number : _____

Fax Number : _____

Email : _____

SIGNING PAGE

The words used in this RFT have the meanings ascribed to them in this RFT.

We/I the undersigned, having examined all of this RFT together with all addenda issued prior to close of RFT, and having attended all mandatory meetings and mandatory site visits (if required), hereby submit this quote with all necessary enclosures, and hereby offer to enter into a contract to do all the work that is set out to make the material supplies to CITY, described, or called for in this RFT upon and subject to the terms and conditions set forth therein.

If the CITY awards a Contract to the Proponent based on this Tender, it shall constitute and be an acceptance of all or any stated portion of this RFT without further communication with, or notice to, the Proponent.

Dated at _____ this _____ day of _____, 2026

Proponent's Signature
(I have authority to bind the Proponent)

Name in Full

Witness's Signature

Name in Full

**Form W.C.-1
WORKER'S COMPENSATION
CONFIRMATION OF INSURANCE**

Date:

This will confirm that all personnel with our company are insured under the Worker's Compensation Act of Manitoba.

Compensation Number : _____

Name of Contractor : _____

Mailing Address : _____

Telephone Number : _____

PART III

FORM OF AGREEMENT

RFT # 10726 dated May 6th, 2026.

PLUMBING - REPAIR AND MAINTENANCE, AND OTHER SERVICES FOR THE CITY OF THOMPSON

BETWEEN:

CITY OF THOMPSON,
(the "CITY"),

- and -

.....
(the "Contractor").

- A. PREAMBLE:
 - B. On the 6th day of May, 2026, the CITY issued a Request for Tender for Plumbing Services which includes Repair & Maintenance and other Services for the City of Thompson buildings.
 - C. The Contractor submitted its written Tender dated _____.
 - D. The CITY accepted the Tender in which the Contractor agreed to the terms and conditions of this Agreement.
- NOW THEREFORE the CITY and the Contractor agree as follows:

GENERAL TERMS & CONDITIONS

1. INTERPRETATION

1.1. Headings and References

- 1.1.1. The headings in the Contract documents are used for the convenience of reference only.
- 1.1.2. A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 1.1.3. A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

2. DEFINITIONS

- 2.1. "CITY" means The City of Thompson as continued under The City of Thompson Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- 2.2. "Tender" means the documents and other things, including but not limited to forms contained in the Tender Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
- 2.3. "Proponent" means any person submitting a Tender for the Work;
- 2.4. "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- 2.5. "Calendar Day" means the period from one midnight to the following midnight
- 2.6. "Contract" means the combined documents consisting of either:
 - 2.6.1. the agreement forwarded to the Contractor to accept and sign all the schedules thereto (consisting of the Tender Opportunity and any documents and Drawings referred to and incorporated therein) together with the Tender and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
 - 2.6.2. the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Tender Opportunity and any documents and Drawings referred to and incorporated therein, together with the Tender and any submissions required to be made by the Contractor after award, and all amendments to the foregoing
- 2.7. "Contractor" means the successful Proponent to whom the contract is awarded and undertaking the performance of the Work under the terms of the Contract.
- 2.8. "Contract Administrator" means the CITY's person to control, monitor and approve the Work carried out by the Contractor as specified in the Contract
- 2.9. "Contract Price" means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;

- 2.10. "Designated Resources" means those of the Contractor's personnel, approved sub-contractors and employees of the Contractor's approved sub-contractors identified in the Contractor's Tender or subsequently in writing by the CITY, who will directly or indirectly provide the Services under this Agreement
- 2.11. "Effective Date" means the day and date written above.
- 2.12. "Purchasing Agent" means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- 2.13. "may" indicates an allowable action or feature which will not be evaluated;
- 2.14. "must" or "shall" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- 2.15. "Person" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- 2.16. "Plant" means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including material, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include Goods;
- 2.17. "Subcontractor" means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or material and includes a Subcontractor's subcontractor;
- 2.18. "Submission Deadline" means the time and date set out in the Tender Procedures for final receipt of Tenders;
- 2.19. "Supplemental Conditions" means the portion of the Tender Opportunity by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or sub-clause designates a section, clause or sub-clause in the portion of the Tender Opportunity;
- 2.20. "Services" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Design, material, labor and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.
- 2.21. "User" means an individual, department or other administrative units of the City authorized by the Contract Administrator to order Work under this Contract;
- 2.22. "Work" means carrying out and the doing of all things, whether of a temporary or permanent nature to be done, executed, provided, delivered and/or performed by the Contractor pursuant to the Contract, and described in the Agreement, and includes, without limitation, the services described in the RFT and in Contractor's Tender, and the provision of all personnel, equipment, licenses, machinery, materials, reports and documents to be furnished and/or supplied by the Contractor necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.
- 2.23. "Working Day" means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Thompson time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Thompson time.
- 2.24. "Supplier" means a person having a direct contract with the Contractor to supply Material not customized for the Work
- 2.25. "Subcontractor" means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or material and includes a Subcontractor's subcontractor;
- 2.26. "Material" includes all commodities, articles, goods, machinery, equipment, tools, fixtures and things required to carry out the work in accordance with the Contract for successful completion of the Work;

3. SCHEDULES

- 3.1. The Agreement consists of this document and the following schedules attached hereto:
 - 3.1.1. Schedule "A" – The Request for Tender (RFT)
 - 3.1.2. Schedule "B" – The Contractor's Tender
- 3.2. In the event of any inconsistency or contradiction between the terms and conditions of this document and those in the schedules,
 - 3.2.1. the terms and conditions of this document shall prevail over those in the schedules; and
 - 3.2.2. the schedules shall govern in the following order of decreasing priority:
 - 3.2.2.1. Schedule "A" – the RFT; and
 - 3.2.2.2. Schedule "B" – the Contractor's Tender.

4. TERM

The term of this Agreement starts June 1st, 2026 and is effective from the date it is signed by the last party and shall continue in full force till the complete Scope of the Contract have been performed by the Contractor and payments made unless delayed, suspended or extended beyond that date pursuant to Section 24, or terminated before that date under Section 21 hereof.

Nothing in the Agreement prevents the CITY from contracting with any other Contractor for the purchase of any Work or Material, including any Work and Material the same as that which is contemplated in the RFT or the Agreement, or the same as any Work.

5. WORK TO BE PROVIDED

- 5.1. The Contractor agrees to provide the Work on the terms and conditions set out in this Agreement.
- 5.2. In carrying out the Work, if the Contractor receives an instruction from the CITY or encounters an event or a change in condition that, in the Contractor's opinion, may change the scope of the Work to be provided, the Contractor must notify the CITY of the instruction, event or change in condition. Such notice must be in writing and must be made within two (2) business days of the occurrence of the instruction, event or change in condition.
- 5.3. If the CITY agrees that the instruction, event or condition constitutes a change in scope to the Work, the CITY will issue a change order to the Contractor by amending the agreement in writing.
- 5.4. If the CITY does not agree that that instruction, event or condition constitutes a change in scope, the Contractor will be required to address the issue within the terms of the Work as set out herein, and no additional payment shall be payable by the CITY in that regard.
- 5.5. The CITY and the Contractor agree that any work performed by the Contractor outside the scope of the Work and/or without the prior authorization by the CITY as set out above, will be deemed gratuitous on the Contractor's part and the CITY has no liability with respect to such work.

6. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 6.1. The Contractor represents and warrants that:
 - 6.1.1. the Contractor and its Designated Resources are competent and shall perform the Work under this Agreement in accordance with the standard reasonably to be expected and entitled to perform the scope of services contemplated by this Agreement;
 - 6.1.2. the Contractor and its Designated Resources possesses the necessary skills, expertise, and experience to perform the Services in accordance with the provisions of this Agreement;
 - 6.1.3. the Contractor understands and will ensure that each of its Designated Resources understands the requirements of the CITY under this Agreement and will be able to satisfy these requirements;
 - 6.1.4. all the supply, including each item of the material supplies furnished by the Contractor, or and sub-contractors, vendors and sub-vendors, shall as applicable, be new, unused and of good quality, shall be free from defects and deficiencies in design, engineering, materials, construction, and workmanship, and shall conform with applicable Laws and Governmental Authorizations, the Specifications of this RFT.
- 6.2. The Contractor acknowledges that the CITY has entered into this Agreement relying on the above representations and warranties. The Contractor agrees to advise the CITY of any event, condition or circumstance occurring during the term of this Agreement that would make a representation or warranty made in Section 6.1 untrue or misleading if the Contractor were required to make it at the time of the occurrence.

7. PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS

- 7.1. The Contractor agrees:
 - (a) that the Work shall be carried and completed out by the Designated Resources, unless the CITY agrees otherwise in writing;
 - (b) that the Designated Resources shall devote the time, attention, abilities and expertise necessary to properly perform the Contractor's obligations under this Agreement;
 - (c) that it and the Designated Resources will perform all obligations and provide the Work in a professional manner satisfactory to the CITY;
 - (d) to provide the supervision, training, tools, equipment, material and all other things necessary for the performance of the Work to the satisfaction of the CITY;
 - (e) to comply with all reasonable directions and requests of the CITY; and
 - (f) to comply with, and to provide the Work in accordance with all applicable laws and regulatory requirements, whether federal, provincial or municipal.
- 7.2. The Contractor shall provide written progress reports, satisfactory in form and content to the CITY, with respect to the provision of Contract on the frequency stated in the Scope of Work during the Contract, or upon request by the CITY.

8. CITY'S RIGHT TO PERFORM THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 8.1. If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract the CITY may, without prejudice to any other right or remedy it may have, notify the Contractor in writing, that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default in the two (2) days immediately following the receipt of such notice.
- 8.2. If the correction of the default cannot be completed in the two (2) Days specified, the Contractor shall be in compliance with the CITY's instructions if it:
 - 8.2.1. commences the correction of the default within the specified time, and
 - 8.2.2. provides the CITY with an acceptable schedule for such correction, and
 - 8.2.3. completes the correction in accordance with such schedule.
- 8.3. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the CITY may, without prejudice to any other right or remedy it may have:

- 8.3.1. correct such default through any other Contractor or with the CITY resources and CITY will not pay for the Work to the Contractor carried out by other Contractor;
 - 8.3.2. suspend all or a portion of the Work; or
 - 8.3.3. terminate the Contractor's right to continue the Work in whole or in part.
- 8.4. If the CITY terminates the Contractor's right to continue with the Work or any part thereof as provided in this General Condition, the CITY shall be entitled to:
- 8.4.1. take possession of the Work; get the Work done through any other Contractor to finish the Work or such part thereof by whatever method the CITY may consider expedient but without undue delay or expense.

9. CITY'S RESPONSIBILITIES

- 9.1. The CITY shall make available to the Contractor all pertinent information or data in its possession which may affect the Work. The Contractor shall give due consideration to such information or data and shall satisfy themselves as to the reliability of the information and data.
- 9.2. The CITY shall promptly review documents submitted by the Contractor and consider requests by the Contractor for directions or decisions and inform the Contractor of the CITY's direction or decisions within a reasonable period of time so as not to delay the schedule for providing the Work.

10. PAYMENT

- 10.1. Subject to the following subsections, in consideration of the Work performed to the satisfaction of the CITY, the CITY shall pay to the Contractor an agreed fixed price as quoted by Contractor in Bid Form. This amount is firm, maximum, and all-inclusive for the Work, and no additional amount shall be payable to the Contractor for the Work.
- 10.2. Unless otherwise agreed to in writing by the parties, the Contractor shall submit all the invoices to the CITY not more frequently than once in a month indicating the Work completed and no later than 60 days of the Work is complete.
- 10.3. All invoices shall be in writing and satisfactory to the CITY in both form and content.
- 10.4. Payment for the invoices will only be made upon the CITY's acceptance as per Section 10.3 and of the associated deliverable.
- 10.5. The CITY shall review and determine the approval status, approved or not approved, of all invoices within thirty (30) days of their receipt. The CITY shall notify the Contractor, in writing, of the non-approval of an invoice within the thirty (30) days of its receipt. Should the invoice be approved, the CITY shall endeavor to pay the Contractor the amounts due within thirty (30) days of receipt of the approved invoice and receipt of any supporting materials requested under subsection 10.4.
- 10.6. Those invoiced fees, approved but not paid by the CITY within forty-five (45) days of receipt shall bear interest at the rate charged by His Majesty the King in Right of the Province of Manitoba to her Crown Corporations for the period in question, in accordance with the Financial Administration Manual issued under the authority of The Financial Administration Act, from the 46th day after receipt of invoice until payment is made. Interest will not be paid on an overdue invoice where payment has been withheld as a result of a dispute between the Contractor and the CITY regarding the invoice. Any interest payable in accordance with this subsection shall be in addition to the fees and expenses payable under this Agreement.

11. DISBURSEMENTS

Both parties agree that there will be no separate reimbursement of expenses or disbursements under this Agreement. The payments made in accordance with Section 10.00 are inclusive of any and all expenses and disbursements necessary to complete the Services contracted under this Agreement.

12. STATUS OF THE CONTRACTOR

- 12.1. The Contractor is engaged under the Contract as an Independent Contractor.
- 12.2. The Contractor, its subcontractors, suppliers, sub-suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 12.3. For the purposes of the Contract, the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Manitoba Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

13. RIGHTS AND REMEDIES

Except as expressly provided in the Contract, the duties, and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

14. RECORDKEEPING AND AUDIT

- 14.1. The Contractor and its subcontractor shall establish and maintain during the term of the Agreement and for a further period of at least seven (7) years after the termination or expiration of the Agreement, such accounting and other records as are necessary for the proper management of the Services.

- 14.2. The CITY or the Auditor General of Manitoba, or any other person on behalf of the CITY or the Auditor General of Manitoba, and their respective directors, officers, employees, and representatives may perform and the Contractor must permit audits of the Services provided at such times as the CITY may request. The Contractors and its subcontractor agree to permit such persons to have access to the Contractor's records respecting the Services for audit purposes and to co-operate fully in any audit.

15. CONFIDENTIAL INFORMATION

- 15.1. While the Agreement is in effect, and at all times thereafter, the Contractor and any officers, employees, agents or sub-contractors of the Contractor:
- 15.1.1. shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the provision or delivery of the Work or terms of the Agreement;
- 15.1.2. shall not, without first obtaining written permission from the CITY,
- 15.1.2.1. use, or permit use of, the information, documents, and materials described in clause 15.1.1 except for the proper performance of the Contractor's obligations under the Agreement, or
- 15.1.2.2. disclose, or permit disclosure of, the information, documents and materials described in clause 15.1.1 to any person, corporation or organization; and
- 15.1.3. shall comply with any rules or directions made or given by the CITY with respect to safeguarding or ensuring the confidentiality of the information, documents, and materials described in clause 15.1.1.

16. LIABILITY

- 16.1. The CITY shall not be liable for any injury to the Contractor, or to any officers, employees, agents or sub-contractors/suppliers/sub-suppliers of the Contractor, or for any damage to or loss of property of the Contractor, or of the officers, employees, agents or sub-contractors of the Contractor, caused by or in any way related to the provision or delivery of the Work or the terms of the Agreement.
- 16.2. Section 16.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the CITY while acting within the scope of his or her employment.

17. INDEMNITY

- 17.1. The Contractor shall use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 17.2. The Contractor shall be solely responsible for:
- 17.2.1. any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Work or any term of the Agreement, or the breach of any term or condition of the Agreement by the Contractor, or the officers, employees, sub-contractors or agents of the Contractor;
- 17.2.2. any omission or wrongful or negligent or willful misconduct acts of the Contractor, or of the officers, employees, sub-contractors or agents of the Contractor; and
- 17.2.3. shall save harmless and indemnify the CITY, its officers, employees, and agents from and against all claims, liabilities, and demands with respect to clauses (17.2.1) and (17.2.2).

18. CONTRACTOR'S INSURANCE

- 18.1. The Contractor agrees to obtain and maintain, at its cost, throughout the term of this Agreement:
- 18.2. commercial general liability insurance covering claims for personal and bodily injury, death or damage to property arising out of the Contractor or its officers, employees, sub-contractors or agents providing the Services and carrying out Work under the Agreement, in the amount of not less than Five Million (\$5,000,000) Canadian dollars per occurrence; and all deductibles to be paid by the Contractor.
- 18.3. Without limiting the generality of Section 18.1:
- 18.3.1. CITY shall be noted as additional insured on the policy or policies;
- 18.3.2. the insurance shall be underwritten by insurers acceptable to the CITY;
- 18.4. The Contractor shall provide the CITY with at least thirty (30) days advance written notice in the event of cancellation or material reduction of coverage regarding the required insurance policies.
- 18.5. The Contractor shall ensure that any sub-contractors engaged by the Contractor to perform the Services under the Agreement are insured under the Contractor's policies, or alternatively, the Contractor shall ensure that any sub-Contractor engaged by the Contractor to perform the Services under the Agreement obtain and maintain comparable coverage.
- 18.6. The Contractor shall provide the CITY with a certificate(s) of insurance for itself and for all of its sub-contractors, verifying the required insurance coverage before the commencement of any Work.
- 18.7. By setting the foregoing minimum coverage, the CITY does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims any such representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of insurance coverage.

19. WORKERS COMPENSATION

- 19.1. Where the Contractor's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Contractor are required under the Act to maintain coverage:
 - 19.1.1. the Contractor shall be registered with the Workers Compensation Board of Manitoba; and
 - 19.1.2. shall provide and maintain in good standing Workers Compensation coverage throughout the term of the Agreement.
- 19.2. The Contractor shall provide the CITY with written evidence of the Workers Compensation insurance, if required, before the commencement of any Services.
- 19.3. The Contractor must ensure that, where a sub-contractor is required under The Workers Compensation Act to maintain worker's compensation coverage, the sub-Contractor is registered with the Workers Compensation Board of Manitoba and provides and maintains in good standing workers compensation coverage throughout the term of this Agreement.

20. DELETED.

21. TERMINATION

- 21.1. The CITY may, in its sole discretion, terminate the Agreement at any time, by giving at least thirty (30) days written notice to the Contractor prior to the intended termination date.
- 21.2. In addition to the rights under Section 171, and without restricting any other remedies available, the CITY may, at its sole option, immediately terminate this Agreement in writing if:
 - 21.2.1. in the opinion of the CITY, the Work carried out by the Contractor are unsatisfactory, inadequate, or are improperly performed; or
 - 21.2.2. in the opinion of the CITY, the Contractor has failed to comply with any term or condition of this Agreement; or
 - 21.2.3. the Contractor is dissolved or becomes bankrupt or insolvent.
- 21.3. Upon the expiry or earlier termination of the Agreement, the Contractor shall cease to provide or deliver any further Services and shall deliver to the CITY any finished work which has not been delivered and accepted prior to termination, together with any material and Work in progress relating to this Agreement. The CITY shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the CITY, such compensation as the Contractor may be entitled to receive under the Agreement completed to the satisfaction of the CITY up to the effective date of termination.
- 21.4. In any such above-mentioned condition under section 21. CITY is not liable to pay any penalty or consequential losses or anticipated profits.

22. OWNERSHIP OF INFORMATION

- 22.1. All information, documents and materials, including (without limitation) all data, research, reports, drawings, specifications, renderings, calculations, plans, photographs and other materials, discovered or produced by the Contractor, or any officers, employees, agents or sub-contractors of the Contractor, in the performance of, or incidental to the performance of the Work or the terms of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent, trademark rights), shall be the exclusive property of the CITY, and shall be delivered or assigned without cost to the CITY upon request.
- 22.2. The Contractor shall waive the Contractor's moral rights under the Copyright Act (Canada) in the information, documents, and materials described in Section 22.1 in favor of the CITY, and shall execute any additional documents, in a form satisfactory to the CITY, which may be required to evidence this waiver. Upon the CITY's request, the Contractor further agrees to obtain from each of its officers, employees, sub-contractors and agents written waivers, in a form satisfactory to the CITY, of all their moral rights in such information, documents and materials in favor of the CITY.
- 22.3. During the term of the Agreement, and at all times thereafter, the Contractor, and any officers, employees, sub-Contractor or agents of the Contractor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, or the officers, employees, agents or sub-contractors or supplier of the Contractor, in the provision or delivery of, or incidental to the provision or delivery of, the Work or the terms of the Agreement without first obtaining written permission from the CITY.
- 22.4. Any equipment, materials, and supplies provided by the CITY to the Contractor for use in the provision or delivery of the Services or the terms of the Agreement shall remain the property of the CITY and shall be returned without cost to the CITY when the Agreement is terminated or expires or when the Services have been completely performed, whichever is the earliest.

23. INDEPENDENT CONTRACTOR

- 23.1. The Contractor and its subcontractor are independent, and the Agreement shall not create the relationship of employer and employee, or of principal and agent, between the CITY and the Contractor or between the CITY and any officers, employees, agents or sub-contractors of the Contractor.
- 23.2. The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- 23.3. In the event it is determined that the Contractor is not an independent Contractor and that the Agreement creates the relationship of employer and employee between the CITY and the Contractor, Contractor agrees to be solely responsible and to save harmless and indemnify the CITY, its officers, employees, and agents from and against all claims, liabilities, orders, costs, and demands resulting from such

a determination to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Contractor agrees that any amount the CITY has paid to the Contractor under the Agreement shall constitute an all-inclusive payment of the Contractor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.

24. SUSPENSION OR EXTENSION

- 24.1. The CITY may, in writing and at its sole option, from time to time, delay or suspend the Work and material supplies being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of the CITY, be necessary.
- 24.2. The CITY may, in writing and at its sole option, extend the time in which the Work and material supplies are to be provided if necessary by reason of circumstances beyond the control of the Contractor or through no fault of the Contractor.
- 24.3. Where there is a delay or suspension under Section 24.1 or extension of time under Section 24.2, all terms and conditions of this Agreement shall continue in full force and effect against the Contractor. The Contractor shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

25. WORKPLACE SAFETY AND HEALTH OBLIGATIONS

- 25.1. By entering into this Agreement, the Contractor acknowledges its responsibility to fulfill the duties of an "employer" under Section 4 and Section 7.4, if applicable, of The Workplace Safety and Health Act (Manitoba) (the "Act") and to ensure that the Services are carried out in accordance with the Act and all regulations and safe work practices applicable to the work being performed under this Agreement.
- 25.2. Without limiting the generality of Section 25.1 the Contractor represents and warrants that:
 - 25.2.1. it shall ensure that it will meet the requirements for the protection of workers set out in the Act and the regulations made there under;
 - 25.2.2. it has a workplace safety and health program (the "Program") applicable to the work being performed and shall carry out the Work in accordance with the Program;
 - 25.2.3. its employees, agents, and subcontractors are properly qualified and trained to perform the Services;
 - 25.2.4. it shall ensure that an adequate number of competent supervisors are provided as prescribed in the Act;
 - 25.2.5. it has disclosed all "required information" as required under the Act to all employees and workers that will be providing the Services on behalf of the Contractor under this Agreement to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
 - 25.2.6. it shall provide information and instruction to all workers to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
 - 25.2.7. as prescribed in the Workplace Safety and Health Regulation, it shall immediately notify Manitoba Labour, Workplace Safety and Health Division and the CITY when a serious incident occurs at a workplace involving any of the Contractor's officers, employees or agents while performing work under this Agreement and within five (5) days of the accident provide the CITY with a written report detailing the accident and incorporating information requested by the CITY;
 - 25.2.8. it shall immediately notify and provide the CITY with copies of any notices, orders or charges issued under the Act to the Contractor under the Act while performing work under this Agreement; and
 - 25.2.9. it shall comply with all reasonable requests and directions made by the CITY including, without limitation, any requests or directions made by the CITY's Contract Administrator.
- 25.3. The Contractor will assume the role of Prime Contractor for the purpose of compliance with The Workplace Safety & Health Act. C.C.S.M. c. W210 and its regulation MR217/2006 for the entire duration of their Work to be carried out on the project and shall manage workplace and/or construction project site hazards and take corrective measures required as required to mitigate unsafe acts and conditions in a timely manner including giving the required notices and complying with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of work and which relate to the work, to the prevention of public health and to construction safety.
- 25.4. Before commencing Work Contractor must:
 - 25.4.1. Meet with the City Facility Manager and the Safe Operations Manager to share the Contractor's safety plan for the Work.
 - 25.4.2. Provide MSDS for all hazardous materials on site, if applicable.

26. DEFECTIVE WORK

- 26.1. The Contractor shall promptly correct any defective Work which has been rejected by the CITY as failing to conform to the Contract, whether incorporated in the Work or not. Thereafter, the Contractor shall promptly correct any defective Work without expense to the CITY and shall bear the expense of making good all work of Other Contractors destroyed or damaged by such correction.
- 26.2. If the Contractor does not correct such defective Work within the time fixed by written notice from the CITY, the CITY may have such defective Work corrected at the expense of the Contractor. If the Contractor does not pay the expense of such correction within five (5) days after receipt of an invoice therefor, the CITY may, upon ten (10) days' written notice, deduct from the Contract's all expenses that should have been borne by the Contractor.

- 26.3. If in the opinion of the CITY, it is not expedient to correct defective Work, the CITY may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract Documents, the amount of which shall be determined by the CITY. Any reduction of payment to the Contractor under section 26 shall in no way relieve the Contractor from its obligations pursuant to the Contract.
- 26.4. The failure of the CITY to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

27. NO ASSIGNMENT

- 27.1. The Contractor shall not assign or transfer the Agreement or any of the rights or obligations under the Agreement without first obtaining written permission from the CITY. The CITY may, in its sole discretion, refuse to grant such permission.
- 27.2. No assignment or transfer of this Agreement shall relieve the Contractor of any obligations under this Agreement, except to the extent they are properly performed by the Contractor's permitted assigns.
- 27.3. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Contractor.

28. TIME OF ESSENCE

- 28.1. Time shall be of the essence of the Agreement.

29. AMENDMENTS

- 29.1. No amendment or change to, or modification of, the Agreement shall be valid unless in writing and signed by both parties.

30. GOVERNING LAW

- 30.1. The Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

31. ENTIRE AGREEMENT

- 31.1. The Agreement constitutes the entire agreement between the parties. There shall be no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

32. SEVERABILITY

- 32.1. If any provision of the Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of the Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

33. SURVIVAL OF TERMS

- 33.1. Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement, including Section 15, Section 16, Section 17, shall survive the termination or expiration of the Agreement.

34. WAIVER

- 34.1. Any waiver by Manitoba of any failure, default or breach under this Agreement by the Contractor shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.

35. LAWS, PERMITS, AND TAXES

- 35.1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labor conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier. The Contractor shall furnish evidence of compliance with such laws and regulations to the CITY at such times as the CITY may reasonably request.
- 35.2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licenses, registrations, authorizations, clearances and approvals required for the lawful performance of the Work.

36. UNSUITABLE WORKERS

- 36.1. The CITY shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the CITY, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

37. CONFLICT OF INTEREST

- 37.1. Contractors shall not employ CITY employees in activities that might subject CITY employees to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively.

38. NO BRIBE

- 38.1. The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of CITY or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

39. DISPUTES

- 39.1. The Contractor and the CITY will attempt to settle any claim or controversy arising out of this Agreement or the subject matter hereof through consultation and negotiation in good faith in a spirit of cooperation. Such matters will be initially addressed by the respective Director of various CITY Depts., who shall use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within thirty (30) days after either of them notifies the other of the dispute, then the matter will be escalated to the Chief Administrative Officer of the CITY, or their designees for resolution. They will use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within thirty (30) days after it is referred to them and do not mutually agree to extend the time for negotiation, then the dispute will be submitted to arbitration in accordance with the procedure set forth in Section 40. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

40. ARBITRATION

Requests for Arbitration

- 40.1. The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.
- 40.2. The Other Party shall reply to the request within seven (7) Calendar Days of receiving the same.

Referral to a Single Arbitrator

- 40.3. If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.
- 40.4. If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him.

Referral to a Panel of Arbitrators

- 40.5. If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.
- 40.6. The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- 40.7. The arbitrators appointed under 40.6 and 40.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

General

- 40.8. The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- 40.9. The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.
- 40.10. Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.
- 40.11. Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

41. NOTICES

- 41.1. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- 41.2. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in 41.3 or 41.4, or elsewhere in the Contract, shall be sent to the attention of the Purchasing Agent.
- 41.3. All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Administrative Officer at the following address or facsimile number:
The City of Thompson
226 Mystery Lake Road
Thompson MB R8N 1S6
Facsimile No.: (204) 677 7980

- 41.4. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Thompson
226 Mystery Lake Road
Thompson MB R8N 1S6
Facsimile No.: (204) 677 7980
- 41.5. Any notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
- a) if delivered by hand, be deemed to have been received on the day of receipt;
 - b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
 - c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.
- 41.6. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in their Tender Submission.
- 41.7. Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications.

42. MINIMUM STANDARDS

- 42.1. In the absence of other standards required by the Tender Documents, all the Work and Material supplies shall be suitable for its intended purpose, and conform to, or exceed, the minimum standards of the Canadian Government and its entities, offices, and boards etcetera (latest edition with all current addenda), whichever is applicable. Where the provisions of the applicable law and standards are more stringent such provisions shall govern.

43. INFRINGEMENT

- 43.1. The Contractor shall indemnify and save harmless the CITY from and against all claims and proceedings for or on account of infringement of any patent, trademark, copyright, trade secret or other protected rights in respect of any equipment or material used for or in connection with the Work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

44. FORCE MAJEURE

- 44.1. If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.
- 44.2. No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.
- 44.3. Any delay or failure by the City to perform its obligations under this Contract shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose.
- 44.4. Any notice or claim for an extension must state the cause of delay and the length of extension requested.
- 44.5. In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

SUPPLEMENTAL CONDITIONS

1. GENERAL

Any labour, equipment, tools and tackles not herein specifically mentioned or included, but which may be required to complete and perfect the Scope of Work shall be furnished by the Contractor without extra cost to the City.

2. PERMITS

As applicable, the Contractor shall secure and maintain all permits, licenses, clearances, and approvals now or hereafter required for the performance, delivery, and execution of the Tender and it is the Contractor's obligations under this Tender.

3. LOCAL LICENSE REQUIREMENTS

Any persons conducting business within the CITY from a Thompson residential address must have a valid Business License. This includes agents from companies that are not based in Thompson but where the agent is conducting his/her business from a Thompson address. Non-compliance will result in the rejection of a Tender.

All successful Proponents of construction or service work for the CITY, whether Thompson-based or otherwise, must obtain a City License. This is not applicable to suppliers from outside of the city who supply the CITY with goods for the sole use of the CITY.

Any inquiries on the above should be directed to Municipal Licensing at 204-677-7910.

4. SAFETY

The Contractor must meet or exceed all federal, provincial, by-law and local health, safety and environmental standards while carrying out the Work.

Before the start of the Work, the Contractor will be responsible to contact the Safety Manager at 204-677-7764 or cell 204-307-1928. The purpose of this is to ensure all safety procedures are followed according to the CITY's guidelines.

5. The Contractor shall comply with all municipal by-laws, provincial regulations, Manitoba and National Codes.

6. The Contractor being the Prime-Contractor as indicated in the Workplace Safety and Health Act W210 and its regulation MR 217/2006 for purposes of managing workplace hazards and corrective measures required to mitigate unsafe acts and conditions in a timely manner.

The Contractor will report all workplace incidents that occur during the course of the said Contract including near misses, incidents resulting in time-loss, incidents resulting in no time-loss, environmental incidents, damage reports, and incidents with members of the public. All serious incidents, as defined by the Workplace Safety and Health Act W210 and its regulation MR 217/2006, shall be reported to the City immediately and be handled in accordance with the Act and its Regulation.

7. DELIVERY

The Work locations for plumbing work are the properties of the City of Thompson listed in the Scope of Work but not limited to it:

8. PRICE

8.1. The unit price submitted by the proponent is firm and shall not change over the duration of the Contract.

8.2. City at his sole discretion may utilize the services and it is further subject to budget allocation and its availability.

8.3. The Contractor shall carry out the Work only when requested by the CITY in writing. Otherwise, CITY is not liable to pay any amount incurred by the Contractor for carrying out the Work.

8.4. Materials not normally stocked by the CITY shall be provided by the Contractor up to an amount of \$2,000 for which a markup will be allowed. The markup is calculated on the basis of the percentage stated in the Bid Form and it is maximum. Any large orders, the Material shall be ordered through the CITY'S Purchasing Department. The amount includes the price and transportation of the items. Taxes and markup are additional and over above the amount mentioned in point 8.5.

8.5. All materials and equipment exceeding \$2,000 in total and \$500 per item are to be approved by the CITY prior to proceeding with the Work. The CITY reserves the right to purchase the necessary materials to complete the Work.

8.6. At CITY's request, the Contractor shall provide a copy of the original invoice for claiming the markup on the Material supplied to the CITY for carrying out the Work.

8.7. The invoice shall also include the Work order copy approved by the CITY personnel.

9. CITY will engage the Contractor on as and when required basis and therefore shall not confirm to the minimum number of hours the Contractor will be engaged during the Contract to carry out the Work.

10. DURATION

The duration of the agreement is two (2) years starting from June 1st, 2026.

11. After the award of the contract following documents shall be submitted to CITY before commencing the Work:

11.1. Specifications, permits, test results and licenses for all equipment to be used for the Work related to CITY.

11.2. Copies of all other permits and licenses for the Services

12. STANDARD MATERIAL

The Contractor shall supply Material with all the components and features which are normally considered to be standard on that product unless specifically excluded.

The Contractor shall represent that all supplies to be furnished will be new and unused.

As it is our desire to buy Canadian, Contractors using components or parts other than Canadian manufacturers shall so state in their bid.

13. WARRANTY

The Contractor further warrants that all workmanship shall be of the high quality and in accordance with the Work requirement and shall be performed by the qualified personnel of the Contractor of their respective trade. Work not conforming to these warranties shall be considered as Defective Work.

The Contractor also warrants that any supply of the Material supplies furnished by the Contractor, or its sub-vendors, and sub-contractors, shall, as applicable, be new, unused and of good quality, shall be free from defects and deficiencies in design, engineering, materials, construction, and workmanship, and shall conform with applicable Laws and Governmental Authorizations, the Specifications of this RFT.

14. The Contractor will rectify at their own expense any defect in material or workmanship that appears in the work or materials within twelve (12) months of the date of final acceptance of the work by the City.

15. The Contractor shall repair within 48 hours any damage caused by their employee, personnel, subcontractor or supplier.

16. Backup/temporary service: The Contractor must provide temporary or backup service for heating and water if necessary

17. In the event of the inability of the Contractor to carry out Work under this agreement, the CITY reserves the right to obtain the services from any other sources and CITY has no legal and financial liability towards the Contractor in such case.

18. The Contractor shall be responsible for obtaining necessary permits from the appropriate authorities for performing the required work.

19. The Contractor shall be responsible to maintain the licensed for operating the lifting devices, falls arrest and related certifications and permits.

20. The Contractor shall comply with all applicable safety regulations throughout the life of the contract, and shall at their own expense do all the necessary things to ensure that no person, property, right, easement or privilege is impaired, damaged or infringed by reason of the Contractor's activities under this contract.

21. The invoice shall be approved by the City Dept. Heads or their designate for considering it for remittance.

22. The Contractor shall not assign or sublet the Contract or any part thereof without the written consent of the CITY.

23. In case of any spillage at the location, the Contractor shall be solely responsible for the following:

23.1. Cleaning up the impacted area as per the environmental, Municipal, Provincial and Federal rules and regulations;

23.2. Bear the complete cost of the cleaning the spillage and restoring the site

24. SAFETY AND PROTECTION OF THE WORK AND PROPERTY

Before commencing Work contractors must;

24.1. Provide WCB clearances

24.2. Maintain COR/SECOR certification or a program of equal or greater standard as approved by the City Manager, if applicable.

25. In order to get access, the Contractor may be required to provide Govt. photo identification cards.

26. Contractor after the start of the Work after award of the Contract shall provide the list of workers with Govt. photo identification card to the CITY and RCMP.

27. The unsuitable worker of the Contractor if required by the CITY shall not return or Work on any CITY property.

28. The contract is awarded to the Contractor for convenience purposes only and does not give the Contractor exclusive rights and may be cancelled at

any time and without penalty as per the Terms.

29. CODE OF CONDUCT

The Contractor shall comply to the Code of Conduct all the time when at the CITY property.

30. The mandatory requirements of the Tender are as follows and non-compliance to them will lead to rejection of the Tender :

30.1. Meet the complete requirements of Scope of Work

This space intentionally left blank.

CODE OF CONDUCT

1. Work Hours: Site access hours shall be consistent with any regulations in effect where the place of the Work is located. As and when required the Contractor and its personnel shall log in and out on the record registers of the building.
2. Communication devices: Cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.
3. Alcohol/Drugs: No alcoholic beverages or illegal drugs shall be brought on to or consumed at the place of the Work.
4. Cleanliness: The place of the Work must be left clean and in an orderly basis. All trash shall be contained at all times and removed from the place of the Work before leaving the site.
5. Inappropriate Materials: No potentially inappropriate, offensive or discriminatory photographs, articles, magazines or other materials shall be permitted at the Place of the Work.
6. Smoking: Smoking shall be in designated areas only and shall only occur outside.
7. Storage: Storage if required shall be in designated areas only with prior approval of the authorized CITY personnel.
8. Noise: Noise levels should be kept to a minimum at all times.
9. Fitness for Work: All workers must be fit for work at all times. The Contractor shall ensure that in case of sickness or symptoms of communicable sickness the Contractor and its personnel shall not attend the site and inform the CITY.
10. The CITY retains the right to request the Contractor and its personnel to leave the site if they are unfit for any reason including, without limitation, sick or symptoms of sickness, inebriation, taking illegal drugs, injury, fatigue, rudeness or any for other reason that may affect the quality of the work or which represents a breach of these rules.
11. Standards of Dress: All workers must be in suitable clean work clothing and display an appropriate standard of personal hygiene.
12. Theft: Workers who steal from the site shall be immediately ejected from the site. The Contractor is responsible for all such thefts irrespective of whether the worker is an employee of the Contractor, a Subcontractor sub-Subcontractor or Supplier.
13. Security: The Contractor shall be responsible for ensuring the security of the site during access and for ensuring that locks are effectively and securely locked. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

SCOPE OF WORK

1. BACKGROUND

The City of Thompson is situated in northeastern Manitoba, approximately 750 km from the north of Winnipeg and requires plumbing services.

2. LOCATIONS

Includes the following properties but not limited to the below list. These properties are either owned or operated by the CITY.

- a. Library
- b. Public Safety Building
- c. Thompson Regional Community Centre
- d. City Hall
- e. Fire Hall
- f. Water Treatment Plant
- g. Waste Water Treatment Plant
- h. Public Works yard buildings
- i. Any other CITY buildings

3. The Scope of Work is as described below:

- a. Plumbing work includes the following:
 - i. carrying out plumbing related repair and maintenance for the various CITY properties. These properties are either owned or operated by the CITY.
 - ii. Water meter installation/replacement
- b. The other plumbing work includes the following:
 - i. Non-Capital installations and other related work.

The non-Capital installations mean the goods/material/item which is to be installed has a purchase price less than \$2,000 (excluding taxes and transportation).
- c. The Contractor will provide all labor, supervision, tools, and equipment for, and execute all the Work described above and in accordance with the locations specified above.
- d. The Contractor shall perform the work in accordance with the specifications and directions of the Department Head or its designate.
- e. The Contractor may have to visit the site to investigate the problems and shall be responsible for transportation, labour and any other cost.
- f. The Contractor shall provide the Services on a 24-hour basis and work is to be done by a journeyman plumber in the most effective way where possible.
- g. The Contractor shall supply to the CITY a list of the journeyman plumbers available to perform the service as required. **The CITY reserves the right to decide the necessity of the helper in performing all jobs and shall be justified by the Contractor when the helper is used.**
- h. The Contractor shall perform all the Work in accordance with all relevant building and fire codes. The Contractor shall also comply with all the regulations and by-laws of the CITY. NOTE: In case of any conflict, the National and Manitoba Codes are the most stringent.
- i. The Contractor shall be equipped with an answering service, cell phone or pager system to enable the CITY to contact them when no one is at the Contractor's place of business or during off-hours in cases of urgency and emergency. Failure to abide by this clause will be subject to rejection of Tender.
- j. All calls to the Contractor will be placed by **authorized CITY personnel** only requesting the work be done., and **identified** on the invoice for such work.
- k. The Contractor is expected to visit and attend the site within 24 hours after the CITY informs the Contractor office.

- l. The Contractor shall attend to all the emergencies immediately and urgencies within one hour of the CITY's communication. Failure to do so may lead to termination of the Contract and or CITY may obtain the Work from another Contractor with no legal and financial liability towards the Contractor in such case.
- m. In case Contractor is not able to carry out the Work at that time due to prior commitments the Contractor shall be required to inform the CITY about the next schedule for the Work. In case the new schedule does not meet the requirements of the CITY, then CITY shall be free to contact any other Contractor to carry out the Work without any financial or legal implication towards the existing Contractor.
- n. The Contractor shall submit an estimate in the form of a Work Order before commencing any work to the CITY. The Work Order shall be approved in order to authorize the Contractor to proceed with the Work.
- o. The Contractor shall make reasonable efforts to perform the work in a most effective and efficient manner.
- p. All debris, scrap and trash to be removed from the buildings and premises by the Contractor. All removed material shall remain the property of the CITY and shall be tagged before taking to storage as directed by the representative of the CITY.
- q. Contractor shall follow the following related Codes & Standards
 - i. Manitoba Occupational Health and Safety Act
 - ii. Manitoba Building Code
 - iii. Manitoba Fire Code
 - iv. CAN/CSA B139 – Installation Code of Oil Burning Equipment
 - v. ASHRAE 52.2 – Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size
 - vi. ASHRAE 62.1 – Ventilation for Acceptable Indoor Air Quality
 - vii. CEAA 2012 - Canadian Environmental Assessment Act
 - viii. NFPA 1500 – Standard on Fire Department Occupational Safety and Health Program

4. RESPONSIBILITY OF CITY

- a. CITY will assist with any other information available with them required for planning and execution of the Work
- b. CITY will be available between 08:00 am to 4:00 pm from Monday to Friday for any queries or issues to be discussed
- c. CITY to provide access to the facility for the execution of the Work
- d. CITY will inform the Contractor about the work either in writing or over the phone

5. RESPONSIBILITY OF CONTRACTOR

- a. shall provide Plumbing service 24-hour basis and in the most effective way
- b. shall provide its schedule to attend the Work
- c. shall bring and or arrange all the Material, workforce, tools and equipment required to carry out the Work
- d. shall arrange line locator at his own responsibility
- e. shall adhere to ensure Workplace Safety and Health regulations while on the CITY properties
- f. shall take all necessary precautions for the safety of employees on the job site
- g. shall schedule work to minimize interruptions of day to day operations of the facilities and shall also co-ordinate work with the designate as required
- h. shall daily, upon completion of work, clear and clean the work area and its site to the satisfaction of, and in accordance with any directions received from the person responsible for that location
- i. shall avoid any litter and spillage
- j. shall inform the CITY after completion of the Work
- k. shall be solely responsible for security clearance if required for the Public Safety Building
- l. shall maintain the logbook of activities at each City location, as defined in part 2 above.

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BID FORM

Sr. No.	Job Description	UOM	Qty.	June 1, 2026- June 1, 2027	June 1, 2027 – June 1, 2028	
				Unit Price	Unit Price	
				(CAD)	(CAD)	
1	Plumbing – repair & maintenance of the various CITY properties as per Scope of Work and any Plumbing work for HVAC, if required.	Journeyman Electrician	Hour	1	\$_____	\$_____
		Helper	Hour	1	\$_____	\$_____
2	Mark-up applicable on the Material supplied to the City as per the Scope of Work and Supplemental Conditions	%		1	_____ %	_____ %

Addenda: The Proponent certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract

Addenda No.	Addenda Date
_____	_____
_____	_____
_____	_____
_____	_____

Note:

- i. Prices shall be quoted in Canadian funds.
- ii. Sr. No. 1 of the above table holds 65% and Sr. No. 2 holds 35% in the commercial evaluation.
- iii. Estimated average number of hours to be spent annually will be 490 & 310 by the Journeyman & helper respectively.
- iv. The above given prices include all the cost including overtime and there will not be any other separate charge for it.
- v. Prices are not subject to adjustment for changes or unexpected contingencies of any kind whatsoever, including without restricting the generality of the foregoing, changes in wages, material

- costs, or taxes which may in future be imposed by the lawful authority within or outside of Canada.
- vi. The above-quoted prices shall include all costs to do the required work such as boarding, lodging, travel, transportation of workers, freight, transit insurance, material, and equipment, vehicles, overtime, tools, miscellaneous equipment, licenses, and permits etcetera to successfully execute and complete the Work.
 - vii. Prices shall also include all customs duties, surcharges, insurance premiums, permit and license fees, Workers Compensation and vacation pay assessments, and all other payroll benefits. All other applicable taxes shall be identified and included but shall not be subject to any adjustment.
 - viii. G.S.T. and P.S.T. shall be shown separately on the Bid Form and all other taxes shall be inclusive.
 - ix. The prices quoted are firm and no change will be accepted in the price.
 - x. For your Tender to be considered, this Bid Form must be completed.

Having read the Tender documents, General Terms and Conditions, Supplemental Conditions, and Scope of Work, we agree to provide the supplies required at the above Tender price subject to any changes that we have previously noted in the Tender.

SUBMITTED BY :

Organization : _____ Signed : _____

_____ Title : _____

_____ Date : _____

_____ Phone No. : _____

_____ Email id : _____

Appendix-I

LIST NAMES OF JOURNEY MAN AND THEIR CERTIFICATIONS

SR. NO.	NAME OF JOURNEY MAN	CERTIFICATIONS