



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 677-2010

**THE DESIGN AND CONSTRUCTION OF EQUIPMENT STORAGE BUILDING –
BROOKSIDE CEMETERY - 3001 NOTRE DAME AVENUE - WINNIPEG, MANITOBA**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 THE DESIGN AND CONSTRUCTION OF EQUIPMENT STORAGE BUILDING – BROOKSIDE CEMETERY - 3001 NOTRE DAME AVENUE - WINNIPEG, MANITOBA

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 28, 2010.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Proposal or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.1.

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

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance

with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.6, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B20.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Team Organization, Strengths and Work Plan (B12)
 - (b) Understanding of Project, Schematic Design Methodology and Design (B13)
 - (c) Design of Storage Building (B15)
- B8.3 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4.1 Bidders should submit one (1) unbound original (marked “original”) and three (3) copies.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.7.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number,

the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.9 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c) , prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) Provide a minimum of three (3) references for design-build Leisure projects of similar size and scope;
- (e) Proponents are encouraged to submit a proposal, which provides the requested information for evaluation and other information, which illustrates the strength of their design and the Design Build team.

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11.6 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. TEAM ORGANIZATION, STRENGTHS AND WORK PLAN;

B12.1 Describe the Team make-up and the key participants to be involved in the project. The information is meant to present the Team, its experience, and individuals in the context of this particular project. Illustrate the organization of the Team to deliver this project. Information to be provided includes:

- (a) Roles of the individuals at various stages of the project from the design and the construction of the project.
- (b) Information on the work plan to be used by the Design Build team for all stages of the project development from 1) detailed design & contract documents and 2) pre construction through completion and total performance.
- (c) Presentation of a carefully considered CPM work plan using Microsoft Project or similar project management software indicating key tasks, milestones, etc. to address the stringent project completion timeline.
- (d) Other information to demonstrate the strength of the Team.

B13. UNDERSTANDING OF PROJECT, SCHEMATIC DESIGN METHODOLOGY AND DESIGN;

B13.1 The Request for Proposal provides general program for the building of an equipment storage building. The drawings and other information have been provided to assist in the development of the proposal.

B13.2 The Teams are requested to utilize the schematic design for costing the project based on the drawings, other technical information provided, and the site visit.

B13.2.1 The understanding and approach to the delivery of the project are critical. The proposal should demonstrate details of the design, which at a minimum includes:

- (a) Provision of the Team's understanding of the functional and the technical requirements of the project;
- (b) Provision of the Team's understanding of City Standards and Guidelines as they relate to this project;
- (c) Provision of information and comment on the proposed project and construction budget;
- (d) Provision of project methodology and sequencing with respect to the project timeline;
- (e) Provision of information on any other issues that conveys the Team's understanding of the project.

B14. DESIGN OF STORAGE BUILDING

B14.1 The Evaluation Committee will review proposal submissions for the Team's previous experience which demonstrates success in completing similar design build storage facility projects.

B14.2 Provide narrative to describe past projects indicating the ability to complete the project consistent with the schedule, budget and technical requirements of each project. Information of each project shall include reproduction of drawings, rendering and/ or photographs.

B14.3 Supply product information, data/ specification sheets and any additional information to provide an overview of the materials/ equipment etc. proposed to be used for this project.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt> .

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with Bidders.

B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to 0:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price - 10%;
- (d) Team Organization Strengths and Work Plan - 20%;
- (e) Understanding of Project, Schematic Design Methodology and Design - 20%;
- (f) Design and Construction of Storage Building - 50%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B20.4 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B20.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B20.4.2 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, The City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B20.4.3 Further to B21.1(c) the Total Bid Price can not exceed the maximum project budget of \$2.4 million. A price that exceeds the maximum project budget will receive a score of zero (0).

- B20.5 Further to B20.1(d), Team Organization Strengths and Work Plan shall be evaluated considering the information provided in accordance with B8.2 and B12.
- B20.6 Further to B20.1(e), Understanding of Project, Schematic Design Methodology and Design shall be evaluated considering the information provided in accordance with B8.2 and B13.
- B20.7 Further to B20.1(g), Design and Construction of Storage Building shall be evaluated considering the information provided in accordance with B8.2 and B14.
- B20.8 Scores may be adjusted based on interview and presentations if required.
- B20.9 This Contract will be awarded as a whole.
- B20.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
 - B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the design and construction of an equipment storage building at Brookside Cemetery.

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

- (a) Construction of a storage building;
- (b) Demolition of existing storage building;
- (c) Complete architectural, engineering and commissioning services for the project based on the conceptual design provided in the RFP;
- (d) Minor Site development.

D2.3 The City intends to award this Contract by December 6, 2010

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Design Build Teams, Proponent and bidder,**" are used interchangeably herein and mean any team consisting of a Contractor and Architectural/Engineering firm invited to submit a proposal for the project;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ruby Li
Architect
3rd Floor – 65 Garry Street
Winnipeg, MB R3C 4K4
Telephone No. (204) 986-3984
Facsimile No. (204) 947-2284

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement

of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) the Safe Work Plan specified in D8;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the performance security specified in D10;
 - (v) the Subcontractor list specified in D11;
 - (vi) the detailed work schedule specified in D12; and
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance by December 30, 2010.
- D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by December 15, 2010.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

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

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

- D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19. SAFETY

- D19.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D19.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D19.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) Safe Public access to the existing facility is maintained throughout the construction project.

D20. SITE CLEANING

- D20.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

- D20.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D20.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D21. INSPECTION

- D21.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D21.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D22. DEFICIENCIES

- D22.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D22.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D22.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D22.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D22.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D23. INVOICES

- D23.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D23.2 Invoices must clearly indicate, as a minimum:

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

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23.4 Bids Submissions must be submitted to the address in B8.9

D24. PAYMENT

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

D25. PAYMENT SCHEDULE

D25.1 Further to C12, payment shall be in accordance with the following payment schedule:
(a) Monthly progress invoicing.

WARRANTY

D26. WARRANTY

D26.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D26.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D26.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D26.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 *The City of Winnipeg Accessibility Design Standards* is available on the Information Connection page at The City of Winnipeg, Planning, Property and Development Department website at: <http://www.winnipeg.ca/ppd/UD/default.stm>
- E1.2.3 *The version in effect three (3) Business Days before the Submission Deadline shall apply.*
- E1.2.4 *Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over The City of Winnipeg Standard Construction Specifications.*
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A1 / E1	Site Plan, Existing Services, Existing Survey, Power & Lighting Layout
A2	Main Floor Plan, Elevations, Wall, Door & Window Types & Schedule

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EQUIPMENT STORAGE BUILDING

- E3.1 Building Size 30' x 60' x 16'
- E3.2 Concrete Floor / Foundation
- (a) c/w 6" average site levelling;
 - (b) 6" compacted granular base;
 - (c) 8" 25 mpa / 20 mm stone (3630 psi) concrete c/w 15m rebar @ 18" o.c. b/w;
 - (d) 18" x 18" thickened edge c/w 4-20m rebar rounds;
 - (e) 4-20m rounds in corners;
 - (f) 10m stirrups @ 18" o.c.;
 - (g) 270 l.f. of saw cuts;
 - (h) 6mil CGSB Poly 2000;
 - (i) concrete sealer;
 - (j) two – 4'x4'x4' pads @ man doors.

- E3.3 Frost Barrier (Perimeter Insulation)
- (a) 1 ½" type II polystyrene insulation, 12" down and 24" out;
 - (b) rough back fill;
 - (c) 5" metal styrene cover.
- E3.4 Foundation Connection
- (a) 2x8 pressure treated sill plate;
 - (b) sill plate gasket;
 - (c) ½"x4 ½" wedge anchors 32" o.c. to fasten wall to concrete.
- E3.5 Water Barrier
- (a) 16" wide 6mil poly strip placed @ exterior joint where bottom plate meets foundation;
 - (b) poly is protected with metal styrene cover.
- E3.6 Walls
- (a) 150 lineal ft. of wood wall;
 - (b) c/w 2x6 studs @ 16" o.c.;
 - (c) double top plate;
 - (d) pressure treated bottom plate;
 - (e) 3 rows of 2x8 blocking;
 - (f) 2x4 exterior wall & gable strapping @ 24" o.c. except @ non-combustible steel stud wall;
 - (g) 2x4 pwf starter row.
- E3.7 Non-combustible Wall
- (a) one – 16 ga steel stud gable end rake wall;
 - (b) c/w 2x8 steel runners;
 - (c) 25 ga furring channel @ 24" o.c. (exterior side);
 - (d) 25 ga channel bar iron @ 4' o.c.;
 - (e) self tapping screws;
 - (f) 1 layer 5/8 Type X fireguard on each side to top of roof peak & to underside of roof deck;
 - (g) exterior to be clad with 29 ga metal panels.
- E3.8 Lintels
- (a) three – 2 ply 1 ¾" x 11 7/8" deep engineered laminated veneer lumber lintels @ 12'x14' doors;
 - (b) one – 2 ply 1 ¾" x 9 1/2 " deep LVL @ 9'x14' door.
- E3.9 Trusses – Engineered
- (a) 1 ply pre-assembled engineered trusses @ 24" o.c.;
 - (b) c/w 4/12 pitch – 8" heel height;
 - (c) flush frame eaves & gable ends;
 - (d) one – structural gable truss c/w 2x4 strapping @ 24" o.c.;
 - (e) commercial design loadings:
 - (i) Load Area "A";
 - (ii) 39.7 Ground Snow load (Psf);
 - (iii) 4.2 Rain Load (Psf).

- E3.10 Roof Strapping
- (a) 2x4 strapping @ 24" o.c.;
 - (b) c/w staggered seams.
- E3.11 Truss Bracing
- (a) continuous 2x4 bracing as required;
 - (b) 2x4 gable end cross bracing;
 - (c) bottom chord to be braced for non-rigid ceiling.
- E3.12 Cladding
- (a) 29 ga. hi-tensile metal panel (80,000 psi);
 - (b) pre-finished coloured walls and roof;
 - (c) full length gable sheets;
 - (d) full 36" coverage / anti chalk paint;
 - (e) 40 year limited warranty.
- E3.13 Cladding Accessories
- (a) pre-finished coloured matching accessories:
 - (i) base starter trim;
 - (ii) styrene metal cover;
 - (iii) overhead door jamb moulding trim;
 - (iv) walk-in door drip flashing (over top);
 - (v) eave moulding;
 - (vi) ridgecap;
 - (vii) gable moulding;
 - (viii) outside corner trim;
 - (ix) 1 ½" colour matching screw with Neoprene washers.
- E3.14 Snow Guards
- (a) 60 lineal feet of continuous snow stop installed 2' up from eave line (location: overhead door sidewall only).
- E3.15 Eave trough
- (a) 120 lineal feet of 5" aluminum trough;
 - (b) 4 runs of closed downspouts per side;
 - (c) 8 elbows installed @ grade;
 - (d) industrial fasteners;
 - (e) ice & snow straps;
 - (f) four – concrete splash pads @ back only.

E3.16 Weather Proofing

- (a) weather tight foam closure at base, eave and ridge of building;
- (b) air filter material beneath the eave trim to prevent snow and rain from blowing into the attic through the continuous eave vents;
- (c) silicone caulking around walk-in door.

E3.17 Windows

- (a) four – dual pane “low E” pvc picture windows;
- (b) c/w nailing fin.

E3.18 Doors

- (a) two – 3/0 x 7/0 steel insulated walk-in doors;
- (b) c/w welded steel frame;
- (c) weather stripping / threshold / sweep;
- (d) exterior grade closure / latch plate;
- (e) commercial lever handle passage set and dead bolt;
- (f) non removable pin hinges;
- (g) body shop paint finish.

E3.19 Overhead Door

- (a) three – 12'x14' Wayne Dalton 8300C doors;
- (b) one – 9'x14' Wayne Dalton 8300C door;
- (c) c/w 3" standard lift / bracket mount hardware;
- (d) manual lift / chain hoist;
- (e) top & bottom weather stops;
- (f) M/V perimeter weather stripping;
- (g) solid shaft / hanging angle / pusher springs.

E3.20 Bollards

- (a) six – 7'x6" steel pipe filled w/ concrete top rounded;
- (b) c/w – 16" diameter x 48" deep concrete pile;
- (c) inside edge of bollards to be inset ½" from edge of door opening (painting by others).

E3.21 Ventilation

- (a) continuous ridge ventilation closure strip;
- (b) continuous eave ventilation c/w snow filter;
- (c) two gable end vents c/w snow filter.

E3.22 Liner

- (a) 7/16" OSB sheathing liner installed vertically to a height of 8';
- (b) includes coverage of fire rated wall.

E3.23 Electrical

- (a) provide & install 1-100 amp single phase 120/208v 30 circuit panel;
- (b) supply and install interior lighting as per drawing;
- (c) supply and install exterior lighting as per drawing;
- (d) install lighting control as per drawing;
- (e) install interior receptacles as per drawing;
- (f) install 1 exterior receptacle as per drawing.

E3.24 Work also Includes

- (a) blueprints;
- (b) engineering;
- (c) sealed truss drawings;
- (d) truss lay out seal;
- (e) labour to erect (includes craning);
- (f) PST;
- (g) delivery to site;
- (h) construction insurance;
- (i) interim site supervision;
- (j) product & labour warranty;
- (k) all other fire rating due to limiting distance than noted above;
- (l) obtaining and costs of building permits;
- (m) site levelling, grading and back fill;
- (n) storage;
- (o) removal of existing structures;
- (p) site drainage plan;
- (q) replacement asphalt as noted on drawing;
- (r) removal of gas lines;
- (s) site garbage removal;
- (t) fire protection of existing storage building.