



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 723-2014

**FLOOD PROTECTION AND HOUSE RELOCATION – 70 MACBELL ROAD,
WINNIPEG, MANITOBA**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Ownership of Information, Confidentiality and Non Disclosure	1
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3
D10. Performance Security	3
D11. Subcontractor List	4
D12. Detailed Work Schedule	4

Schedule of Work

D13. Commencement	4
D14. Critical Stages	4
D15. Substantial Performance	4
D16. Total Performance	5
D17. Liquidated Damages	5

Control of Work

D18. Job Meetings	5
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

Measurement and Payment

D21. Invoices	6
D22. Payment	6
D23. Payment Schedule	6

Warranty

D24. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12
Form I: Detailed Work Schedule	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Mob-demobilization, and site/foundation preparation	1
E3. New foundation for house only	2
E4. Piles for new foundation only	3
E5. Moving of the house and associated works	3
E6. Replacement of existing sunroom	4
E7. Construction of earth mound dike, and driveway adjustments	5
E8. Lot re-grading, tree removal, culvert installation	5
E9. Remove existing septic field and tank and replace with new	6
E10. House connections	6
E11. Supply topsoil and seeding	7
E12. Sunken patio	8
E13. House finishing	8

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FLOOD PROTECTION AND HOUSE RELOCATION – 70 MACBELL ROAD, WINNIPEG, MANITOBA

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 15, 2014.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder can attend a Site Investigation from 2:30 pm, August 26, 2014.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- 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 B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 235-1579.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

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

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

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

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

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

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B9.4.2 All signatures shall be original.

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

B10. PRICES

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

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. 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; 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);

B11.4 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/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be

available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(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 adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 18 and 19 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B15.4.1 Further to B15.1(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.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 The City and owner of 70 Macbell Road are jointly funding this project. The owner's contribution towards this project will be secured by the City of Winnipeg prior to the project authorization. Therefore, full payment to the contractor for this project will be from the City.
- B16.2.2 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received;
 - (e) the owner of 70 Macbell Road does not provide the City with the funds for the owner's contribution to the Work; or
 - (f) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

- B16.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is 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 Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The major components of the Work are as follows:

- (a) MOB-DEMobilIZATION AND SITE PREPARATION
- (b) EXCAVATION OF NEW FOUNDATION
- (c) MOVING EXISTING HOUSE AND ASSOCIATED WORK
- (d) REPLACEMENT OF EXISTING SUNROOM
- (e) CONSTRUCTION OF EARTHEN MOUND DIKE AND SLOPE GRADING
- (f) LOT RE-GRADING AND INSTALLATION OF A CULVERT
- (g) REMOVAL OF EXISTING SEPTIC FIELD AND REPLACE WITH NEW
- (h) REMOVE EXISTING SEPTIC TANK AND INSTALL NEW, INCLUDING ALL CONNECTIONS
- (i) EXTEND AND INSTALL NEW WATER LINE FROM EXISTING WELL, AND INSTALL SAFETY CAP.
- (j) RAISE AND RE-GRADE EXISTING DRIVEWAY
- (k) REMOVE OLD FOUNDATION AND EXISTING DIKE
- (l) CONNECTION ALL UTILITY LINES TO AND WITHIN NEW HOUSE LOCATION

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is ENG-TECH, represented by:

Clark Hryhoruk
President

Telephone No. 204 233-1694

Email: engtech@mts.net

D3.2 At the pre-construction meeting, Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Evidence of Contractors Equipment used for or in connection of the work.

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 but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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 of the Contract by way of Purchase Order 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 seven (7) Calendar Days from notification of the award of Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form I: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority 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) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10; and
 - (vi) the Subcontractor list specified in D11, and
 - (vii) the Detailed Work Schedule specified in D12.
- (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 Purchase Order.

D13.4 The Contractor shall not commence the Work on the Site before October 14, 2014.

D13.5 The City intends to award this Contract by October 14, 2014.

D13.5.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. CRITICAL STAGES

D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) All earthworks needed for flood protection must be completed before November 11, 2014.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance within Sixty (60) consecutive Working Days of the commencement of the Work as specified in D13.

- D15.2 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.
- D15.3 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.
- D15.4 The Contractor shall achieve Substantial Performance by the completion of the following items listed below:
- (a) Installation of the piles for the new house
 - (b) Preparation and construction of the new foundation
 - (c) Moving House and Associated Work
 - (d) Replacement of existing sunroom
 - (e) Construction of Earthen Mound Dike and Driveway Adjustments

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D13.
- D16.2 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.
- D16.3 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.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City One hundred dollars (\$100) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. 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

D21.2 Invoices must clearly indicate, as a minimum:

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

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D21.4 Bids Submissions must be submitted to the address in B8.5.

D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D23. PAYMENT SCHEDULE

D23.1 Further to C12, payment shall be in accordance with the following payment schedule:

WARRANTY

D24. WARRANTY

- D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D24.2 Notwithstanding C13.2 or D24.1, 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) 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.
- D24.2.1 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.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 723-2014

FLOOD PROTECTION AND HOUSE RELOCATION – 70 MACBELL ROAD, WINNIPEG, MANITOBA

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 723-2014

FLOOD PROTECTION AND HOUSE RELOCATION – 70 MACBELL ROAD, WINNIPEG,
MANITOBA

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED WORK SCHEDULE
 (See D12)

FLOOD PROTECTION AND HOUSE RELOCATION – 70 MACBELL ROAD, WINNIPEG, MANITOBA

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	0	10	20	30	40	50
Mob-Demobilization and Site/Foundation Preparation						
New Foundation for House Only						
Piles for New Foundation Only						
Moving of the House and Associated Works						
Replacement of Existing Sunroom						
Lot Re-Grading, Tree Removal, Culvert Installation						
Remove Existing Septic Field and Tank and Replace with new						
House Connectrions						
Supply Topsoil and Seeding						
Sunken Patio						
House Finishing						

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
723-2014_Drawing_0-R0	Table of Contents and Construction Notes
723-2014_Drawing_1-R0	Site Location and Contour Plan
723-2014_Drawing_2-R0	House Relocation and Lot Grading Plan
723-2014_Drawing_3-R0	House and Driveway Grading Detail
723-2014_Drawing_4-R0	Existing Main Floor and Basement Layout and Electrical Plan
723-2014_Drawing_5-R0	New Foundation, Retaining wall, and Basement Floor Joist Plan
723-2014_Drawing_6-R0	New, and Existing Floor Joist Layout Plan
723-2014_Drawing_7-R0	Weeping Tile Drainage Layout
723-2014_Drawing_8-R0	New Basement Electrical Plan
723-2014_Drawing_9-R0	Profile Views – North and South
723-2014_Drawing_10-R0	Profile Views – East and West
723-2014_Drawing_11-R0	ICF Foundation Wall Details
723-2014_Drawing_12-R0	Roof and Floor Joist and Support and Splicing Details
723-2014_Drawing_13-R0	Window Design Details
723-2014_Drawing_14-R0	Photograph's 1-9
723-2014_Drawing_15-R0	Photograph's 10-18

E2. MOB-DEMobilIZATION, AND SITE/FOUNDATION PREPARATION

Description

- E2.1 This specification shall cover the Work required under the heading Mob-Demobilization, Site/Foundation Preparation, as shown in Form B: Prices, and shall include:
- Mobilization and demobilization of all personnel and equipment required to complete the work
 - Site/Foundation Preparation

The Work to be done by the Contractor under this specification shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

Mob-Demobilization

- E2.2 Equipment will be required at various stages of the project which is expected to last over a few months between the different components. Therefore different machinery will be mobilized to the site when required during each corresponding stage of the project.

Site/Foundation Preparation

- E2.3 Site/Foundation preparation will be required to establish a stable base and work area for the machinery to mobilize on site and to move the house to its new location. The preparation includes leveling the existing ground in the Work area for the moving of the home. The excavation for the new location of the house for installation of the piles and the form Work for the ICF foundation and retaining walls as per Drawings 2,3,10,11, and 12. The excess soil from the excavated material can be stock piled on site for use in other elements of the project and infilling of the low lying areas.

E3. NEW FOUNDATION FOR HOUSE ONLY

Description

- E3.1 This specification shall cover the Work required under the heading New Foundation for House Only, as shown in Form B: Prices, and shall include all work required to construct the levelling pad and foundation walls of the house only. The piles and retaining wall for the sunken patio are under a different specification.
- E3.2 This specification shall cover the following work:
- a) Verifying the location and elevation of all items related to the house such as, piles and foundation walls before construction.
 - b) Supply all materials and labor for construction of the ICF forms, etc. for the foundation walls and beams for both the existing house and new sunroom.

The work to be done by the Contractor shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

Construction Methods

Footprint Preparation

- E3.3 Remove all soil within the footprint of the house as shown on Drawings 5, 9, 10, and 11. The soil excavated can be used on site and as part of the clay berm after acceptance by the Contract Administrator.
- E3.4 Footprint preparation will be required to establish a stable base and Work area for the machinery to mobilize on site and to move the house to its new location. The preparation should include all required Works to enable the house to be moved, and founded on its new foundation.
- E3.5 The levelling pad and foundation wall details are shown on the drawings, including the required concrete strengths. The dimensions of the house shown on the drawings shall be considered approximate and the Contractor is to complete all measurements of the house and check to ensure they match upon house placement. The exact dimension of the house will take present over the dimensions shown on the drawings.

E4. PILES FOR NEW FOUNDATION ONLY

Description

E4.1 This specification shall cover the following work:

a)The installation of the 25 cast-in-place concrete piles for the house only.

E4.2 The Work to be done by the Contractor shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

Construction Methods

Verification

E4.3 The location and elevation of all piles, grade beams and basement walls is to be verified by the Contractor before construction of the new foundation. Due to the possibility of the house not being square verification of all measurements and elevations is the responsibility of the Contractor.

Pile Installation

E4.4 The 25 piles are to be installed to the required elevations, as shown on Drawings 5 & 11. The Contractor will be responsible to ensure the correct location and any pile not correctly located is to be corrected at the Contractors expense.

Quality Control

E4.5 All workmanship and materials furnished and supplied under this Specification will be subject to inspection and testing by the Contract Administrator. Testing will be completed at the owners expense, although any tests or defects require addition work in any way will be completed at the Contractor's expense. This includes all operations from the selection and production of materials through the final acceptance of the specific work. The Contractor shall be responsible for the control of all operations to complete the work, except the inspections or approvals that have been previously given.

E5. MOVING OF THE HOUSE AND ASSOCIATED WORKS

Description

E5.1 This specification shall cover the following work:

- a) Properly preparing the house interior and exterior prior to moving, which includes removal of all connections as required to safely move the house, including the chimney.
- b) Removal/demolish existing sunroom.
- c) Moving the house approximately 75 m west to the new house location.
- d) Placing the house on the new foundation.
- e) Sealing and finishing the connections of the house to the foundation.

E5.2 The Work to be done by the Contractor shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

Construction Methods

House Preparation

- E5.3 The house is to be properly prepared prior to moving to ensure that the interior and exterior is not damaged during the moving process. This includes all connections, electrical, plumbing, heating, removal/demolition of the existing fireplace, and the installation of temporary beams to support the existing roof during moving of the house. The demolish of the existing sunroom will also be performed during house preparation, and with consists of the removal of the existing windows, and patio doors present within the sunroom. The windows and patio doors will be stored during the house move and reinstalled into the sunroom upon its reconstruction. The Contractor is to assist the homeowner in preparing the house by any means necessary to limit damage to interior and exterior items and finishing's.

Moving the House

- E5.4 The house is to be moved to the new location in a timely manner while preventing structural damage to the house. As with any move of a house slight cosmetic damage can result. Any damage to the house and any item related to the move will be evaluated by the Contract Administrator, and assigning responsibility of the cost of the damages. If the Contractor determines damages will results from the move, the Contractor is to provide a list and explanation of potential damage to the Contract Administrator prior to the move. A meeting will then take place to resolve or limit damage.

House Placement

- E5.5 The house is to be securely founded on the new foundation with all necessary Works completed in accordance with the current building code standards, and ICF form manufacturer specifications. The house may have to be temporary supported while the extension and moving of the walls take place by the homeowner.

House Finishing

- E5.6 The house is to be finished and ready for occupancy before the Contractor leaves the site. This shall include repairing all structural and cosmetic damage that may have been caused during the move. The house is to be completely sealed and finished once founded on the new foundation.

E6. REPLACEMENT OF EXISTING SUNROOM

Description

- E6.1 The existing sunroom is to be replaced according to the dimensions shown on the drawings. The size on the drawings is slightly larger than the existing sunroom. The Work shall include all items necessary to complete the Work as shown on the drawings, this includes but not limited to framing, roof, shingles, insulation, electrical, drywall, and adjustments/modifications to the existing main floor beam as shown on the drawings.
- E6.2 The Work to be done by the Contractor shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

Construction Methods

Sunroom

- E6.3 The sunroom shall be replaced to match the appearance of the existing. The electrical for the sunroom is shown Drawing 4: Existing Main Floor and Basement Layout and Electrical Plan. The homeowner will assist the Contractor in the layout of any interior walls in the sunroom. The windows and patio doors removed from the sunroom prior to its demolish will be re-installed in the sunroom during its reconstruction. The roof rafter of the sunroom will be structured as shown in Drawing 12: Roof and Floor Joists Support and Splicing Details, although the type of roof may change to roof trusses at the request of the homeowner. If a different price applies between the two types of roof, then the Contractor is responsible for identifying the different price at the time of the bid.

Finishing

- E6.4 The sunroom shall be dry walled, primed, and ready for painting and have prefinished hardwood floors for occupancy before the Contractor leaves the site.

E7. CONSTRUCTION OF EARTH MOUND DIKE, AND DRIVEWAY ADJUSTMENTS

Description

- E7.1 This specification shall cover the Work required under the heading Construction of Earth Mound Dike, and Driveway Adjustments, as shown in Form B: Schedule of Unit Prices, and shall include the supply and placement of approximately 560 m³ of medium to high plastic clay for the dike, and for the driveway 235 m³ of clay, 112 m³ of sub-base, and 112 m³ of base. The adjustment of the side slopes of the driveway is required in order to create positive drainage away from the house. The gravel base, sub-base, and clay must be hard compacted.
- E7.2 The Work to be done by the Contractor under this specification shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

Construction Methods

Construction of Earthen Mound Dike, and Driveway Adjustments

- E7.3 The earth mound was previously constructed using clay hauled on to the property by the owner, and was shaped to form the base of the earthen mound dike. The earthen mound dike will be reshaped as part of the house relocation in order to meet City of Winnipeg flood protection requirements for the placement of the house on the clay dike, and adjustments of the driveway, as shown on Drawings 2 & 3. Compaction of the clay shall be 95% of maximum dry density (M.D.D), for the sub-base 98% of M.D.D. and for the base 100% M.D.D.

Quality Control

- E7.4 All workmanship and materials furnished and supplied under this Specification will be subject to inspection by the Contract Administrator. The following testing will be including all operations from the selection and production of materials through the final acceptance of the specific Work. The Contractor shall be responsible for the control of all operations to complete the Work, except the inspections or approvals that have been previously given.

E8. LOT RE-GRADING, TREE REMOVAL, CULVERT INSTALLATION

a) Lot Re-grading

E8.1 This specification shall cover the Work required under the heading Lot Re-grading, Tree Removal, and Culvert Installation as shown in Form B: Prices. Lot re-grading and shall include Work required to final shape, size of the dike surrounding the house, and the remaining land in order to induce positive drainage towards the river, as shown on Drawings 2 & 3.

b) Tree Removal

E8.2 This specification shall cover the Work required under the heading Lot Re-grading, Tree Removal, and Culvert Installation as shown in Form B: Prices. Tree Removal shall include the removal of eight (8) designated trees, and branches, and any excess debris, as shown in Drawing 2 & 3. The trees shall be cut down and cut into 3 ft. (0.9 m) sections. The stumps are to be removed and the branches chipped and removed.

c) Culvert Installation

E8.3 This specification shall cover the Work required under the heading Culvert Installation as shown in Form B: Prices. Culvert Installation shall include the excavation of the existing roadway for a 300 mm dia. corrugated steel culvert, and backfilled using typical City of Winnipeg specifications standards, as shown on Drawing 3.

E8.4 The work to be done by the Contractor under this specification shall include superintendence, labor, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

E9. REMOVE EXISTING SEPTIC FIELD AND TANK AND REPLACE WITH NEW

Description

E9.1 This specification shall cover the Work required under the heading Remove Existing Septic Tank and Field and Replace with New, as shown in Form B: Prices.

E9.2 The work to be done by the Contractor under this specification shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

Remove Existing Septic Field and Replace with New

E9.3 Remove Existing Septic Field and Replace with New, and shall include the removal and disposal of the existing septic field, and installation of new septic field, as shown on the drawings.

Remove Septic Tank and Replace with New

E9.4 Remove Septic Tank and Replace with New shall include the removal of the existing septic tank and disposal off site, and install a new 1200 Gal concrete septic tank, run the connection to the house, and backfill area as shown on Drawing 2.

E10. HOUSE CONNECTIONS

Description

E10.1 This specification shall cover the Work required under the heading House Connection, a) Electrical Wiring, b) Extend Existing Well to New House Location, c) Install Sump pits, and d)

Hydro Service Connection, and e) Heating System Installation, as shown in Form B: Schedule of Unit Prices.

E10.2 The work to be done by the Contractor under this specification shall include superintendence, labour, materials, permits and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

a) Electrical Wiring

E10.3 Electrical Wiring as shown in Form B: Schedule of Unit Prices, and shall include connecting all electrical to the house service wiring of the basement according to the City of Winnipeg Electrical Codes at the location shown on Drawing 8: New Basement Electric Layout.

b) Extend Existing Well to New House Location

E10.4 Extend Existing Well to New House Location shall include extending the water well service line to the new location of the house, and for the flood protection. The Contractor is to provide a construction methodology for extending the existing water well service to the new house location in order to prevent freezing and contamination under a flood event prior to construction, and must be performed according to code.

c) Hydro Service Connection

E10.5 Hydro Service Connection shall ensure the existing panel box and connections are to current codes and arrange the Manitoba Hydro service connection appointment.

d) Install Sump Pits

E10.6 Install Sump Pit shall include the installation of two sump pits within the basement of the house at the location, as shown on Drawing 7: Weeping Tile Drainage Layout .

E10.7 The Contractor will be responsible for confirming the location of the sump pits with the homeowner prior to construction. The owner will supply the sump pumps.

e) Heating System Installation

E10.8 Re-install existing heating system as per building code and according to the City of Winnipeg bylaws.

E10.9 The Contractor will be responsible for installation of the existing furnace and the re-running of the steel heating ducts and discuss the proposed new location of the furnace and steel heating ducts with the homeowner prior to construction.

E11. SUPPLY TOPSOIL AND SEEDING

Description

E11.1 This specification shall cover the Work required under the heading Supply Topsoil and Seeding as shown in Form B: Prices, and shall include the supply and placement of 50 mm of topsoil and grass seed upon completion of the site Work. The Site will requiring approximately 130 m³ of topsoil and 50 kg of grass seed to cover the area surrounding the house, the footprint of the previous house and removed clay dike.

- E11.2 The Work to be done by the Contractor under this specification shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E12. SUNKEN PATIO

Description

- E12.1 This specification shall cover the installation of the piles, retaining wall, drainage pipe, leveling pad and concrete patio slab for the sunken patio, as shown on Drawings 5,9,10, and 13.
- E12.2 The Work to be done by the Contractor shall include superintendence, layout, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- a) Supply and Install Piles for Sunken Patio
- E12.3 The 6 piles are to be installed to the required elevations and depths. as shown on Drawings: 5 and 11. The concrete for the piles shall be as specified on Drawing 0. The Contractor will be responsible to ensure the above, and any pile not correctly located or poured will be corrected at the Contractor's expense.
- b) Supply and Install Retaining Wall and Slab for Sunken Patio
- E12.4 All insulated concrete formworks are to be constructed to the manufacturer specification and ready for concrete placement, and shown on the drawings. The concrete must be the required type specified for the associated Work and must be verified by the Contractor before placement.
- E12.5 The patio slab is to be place to the required elevations and thickness, including weeping tile and drain, sub-grade and base preparation. The patio shall be installed as shown on Drawings 2, 3, 5, and 11 for depth, size, thickness, and grading. The concrete for the patio shall be as specified on Drawing 0. The Contractor will be responsible to ensure the above.

Quality Control

- E12.6 All Workmanship and materials furnished and supplied under this Specification will be subject to inspection by the Contract Administrator. The following testing will be including all operations from the selection and production of materials through the final acceptance of the specific Work. The Contractor shall be responsible for the control of all operations to complete the Work, except the inspections or approvals that have been previously given.

E13. HOUSE FINISHING

Description

- E13.1 This specification shall cover the Work required under the heading House Finishing, a) Basement Floor Joist, Beam, and Sub-Floor, b) Splicing and Installing New Floor Joist for main floor (excluding sunroom), c) Roof and Rafters over living room (excluding sunroom), as shown in Form B: Prices.

- E13.2 The Work to be done by the Contractor under this specification shall include superintendence, labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- a) Basement Floor Joist, Beam, and Sub-Floor
- E13.3 Basement floor joist, beam, and sub- floor, and shall include the installation of floor joist, beam, and sub floor in the basement, as shown on Drawing 5: New Foundation, Retaining Wall and Basement Floor Joist Plan.
- b) Splicing and installing New Floor Joist (excluding Sunroom)
- E13.4 The splicing of the main floor joists and installation of new floor joists are shown on Drawings 5 and 12. The homeowner will be responsible for the splicing and installation of new floor joists upon completion of the house move.
- c) New Roof and Rafters over Living Room (excluding Sunroom)
- E13.5 Details related to the new roof and rafters over the living room are shown in Drawings 9,10, and 12. The Contractor will be responsible for installation of the new ridge beam over the living and the sealing of the existing roof in the area of the previous stone fireplace. The homeowner will prepare and install the new roof rafters, sheeting, etc. for the living room.