



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, JANUARY 12, 2004

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name _____

Address _____

**BUYER: Coleen Groening/ds
TELEPHONE NO. (204) 986-2491**

DEMOLITION OF 1375 FAIRFIELD AVENUE

— Please quote prices on the attached Form B: Prices. —

Site Meeting: See Clause 4.3 of the Specifications.

This Request for Quotation includes Drawing D-1

THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 639-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

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

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of one hundred and twenty (120) days following the Submission Deadline.

Signature: _____

TERMS AND CONDITIONS – CONSTRUCTION

1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City 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 City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 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. 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.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid 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.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
 - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
 - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
 - a) abandons the Work; or
 - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
 - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
 - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
 - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
 - i) fails to comply with any laws, by-laws or statutory regulations; or
 - j) fails to provide competent supervision for the Work; or
 - k) fails to submit any schedules, documents or information required by the Contract; or
 - l) refuses or neglects to comply with an order given by the City;
 - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
 - a) withhold or retain the whole or part of any payment;
 - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
 - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

FORM B: PRICES

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE
1.	Demolish House Project No. 2003-247	1375 Fairfield Avenue	1	each	

NAME OF BIDDER _____

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **“Buyer”** means the person authorized to represent the City in respect of the Request for Quotation;
- (c) **“Calendar Day”** means the period from one midnight to the following midnight;
- (d) **“City”** means The City of Winnipeg as continued under The City of Winnipeg Act, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto;
- (e) **“Contract”** means the combined documents consisting of the request for quotation package and any Documents and Drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) **“Contract Administrator”** means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (g) **“Contractor”** means the person undertaking the performance of the Work under the terms of the Contract;
- (h) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
- (i) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (j) **“Total Performance”** means that the entire Work, except those items arising from the provisions of any warranty, have been performed in accordance with the Contract;
- (k) **“Work”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (l) **“Working Day”** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(f), the Contract Administrator is:

Graeme Remple
Project Officer
Planning, Property and Development Department
3rd Floor – 65 Garry Street
Phone: 986-3787
Cell: 470-4804

3. WORK

3.1 The Contractor shall demolish house at 1375 Fairfield Avenue in accordance with the requirements hereinafter specified.

4. SITE INVESTIGATION

4.1 Further to 1.3 of the Terms and Conditions, this Bidder is responsible for investigating the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:

- (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 equipment needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.

4.2 The Bidder shall not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Buyer or the Contract Administrator.

4.3 Further to 1.3 of the Terms and Conditions, the site may be visited on January 6, 2004 during normal business hours. Should the Bidder not be able to attend the Site during this time period, they may contact the Contract Administrator to arrange a suitable time for a site visit.

5. SCHEDULE OF WORK

5.1 Demolition to occur between February 2, 2004 and February 6, 2004.

5.2 When the Contractor 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 re-inspected.

6. ADDENDA

6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.

6.2 The Buyer will issue each addendum to all Bidders by:

- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
- (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

7. BID SUBMISSION

7.1 The Bid Submission consists of the following components:

- (a) Request for Quotation cover page completed and signed;
- (b) Form B: Prices.

7.2 Bids may be submitted by:

- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
- (b) facsimile transmission (fax) to (204) 949-1178.

7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

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

8. PRICES

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

9. INVOICES

9.1 The Contractor shall submit invoices to the location designated on the Purchase Order.

9.2 Invoices must clearly indicate, as a minimum:

- (a) the City's Purchase Order (PO) number;
- (b) date(s) of Work;
- (c) Site(s) or address(s) of Work;
- (d) description, quantity and unit price(s) of Work performed;
- (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's GST registration number;
- (g) receipt received from Water and Waste Department, if applicable.

9.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

9.4 The Contractor shall submit a copy of the demolition permit and copies of the tipping tickets with their invoice.

10. INSURANCE

10.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

10.2 Deductibles shall be borne by the Contractor.

10.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy 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.

10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

11. WORKERS COMPENSATION

11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

12. EVALUATION CRITERIA

12.1 Award of this Contract will be based on the following evaluation criteria:

- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
- (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;

(c) unit price 100%.

12.2 Further to 12.1(b), the Bidder shall:

- (a) submit, within two (2) 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;
- (b) 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.

12.3 Further to 12.1(c), unit price will be evaluated considering early payment discounts if offered.

13. PERMITS, NOTICES, LICENCES, CERTIFICATES, LAWS AND RULES

13.1 Further to 2.2 of the Terms and Conditions, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees, except for the gas and hydro disconnects, in order that the work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the work, and pay any cost attached to the inspection of such plans.

13.2 Further to 13.1, the City has arranged to have the gas and hydro connections disconnected and meters removed. The City has applied for the Demolition Permit and it should be in place by the time the successful bidder receives a purchase order for the Work. The Contractor shall pick up and pay for the Demolition Permit, only after the Contractor has removed and capped the sewer and water service lines as described in Clause 17.3 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same. The Contractor may be charged an additional deposit if the sewer and water service lines are not removed prior to picking up the Demolition Permit.

13.3 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

13.4 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

14. AWARD AND COMMENCEMENT

14.1 Each Site shall be considered and awarded by the City separately.

14.2 The City, at its option, may delete any Site from the Contract before the Contractor starts work, in which case, no payment will be made to the Contractor for that Site.

14.3 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of evidence of the insurance, Workers Compensation coverage, and Performance Security (where required) as required under the Contract;
- (b) all necessary permits, except for the Demolition Permit, have been obtained by the Contractor;
- (c) the Contract Administrator has re-searched the Title of the property pursuant to Clause 15.1.

14.4 The Contractor shall not commence the building or structure demolition Work until authorized by the Contract Administrator. The key to the premises and said authorization to commence building or structure demolition work shall not be given to the Contractor until:

- (a) after the Contractor has removed and capped the sewer and water service lines as described in Clause 17.3 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same; and
- (b) the Contract Administrator has confirmed receipt and approval of a copy of the Demolition Permit obtained by the Contractor.

14.5 The Contractor shall notify the Contract Administrator at least one (1) Business Day before commencement of the Work.

14.6 Upon commencement of Work, the Contractor shall work continuously every Working Day until the Work of the Contract has been completed to the satisfaction of the Contract Administrator.

15. LAND TITLE SEARCH

15.1 The Contract Administrator will re-search the Title to the property immediately prior to demolition to confirm that no new interests have been acquired. The Contractor shall contact the Contract Administrator at least two (2) Business Day prior to commencement of the Work to confirm that these arrangements have been completed and to obtain permission to proceed with the Work of the Contract.

16. REGULATIONS, ACTS, CODES AND BY-LAWS:

16.1 The Contractor shall carry out all demolition work in strict compliance with all applicable regulations, acts, codes, and by-laws including but not restricted to the following: CSA Code S350-M1980 Code of Practice for Safety in Demolition of Structures, Provincial Building Code, Winnipeg Building By-Law, Workplace Safety and Health Act, City of Winnipeg Streets By-law, City of Winnipeg Traffic By-law, Manitoba Highway Traffic Act and City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets, Rivers and Streams Authority and/or regulations having the force of law.

16.2 Any fines or penalties that may be levied against the Contractor under any City By-Law will not be considered part of any liquidated damages in connection with this Contract.

17. UTILITIES

17.1 Further to Clause 13.1 and 16.1, the Contractor shall comply with all City regulations in respect to use of streets including the crossing of boulevards and sidewalks and to provide and pay for all necessary permits and make good damage resulting therefrom to the satisfaction of the Contract Administrator.

17.2 The Contractor shall arrange for the appropriate utility to disconnect and seal off from the Site, all service lines, pipes or conduits other than gas and hydro, that service the building(s) that is/are to be demolished. Further to Clause 13.2, the City has arranged to have the gas and hydro connections disconnected and meters removed.

17.3 The Contractor shall disconnect and seal off all sewer and water service connections. If the Contractor is unable, or not licensed to complete this work, the Contractor shall subcontract the work to a subcontractor licensed by the City to do such work on behalf of the Contractor.

17.4 The Contractor shall provide each utility and the City's Water and Waste Department with adequate prior notification as to when they will require these disconnection and sealing off services.

17.5 All costs to disconnect and seal off all of the services described herein shall be paid for by the Contractor, except for the gas and hydro, which will be paid for by the City.

18. PROTECTIVE BARRICADES

18.1 The Contractor shall provide and erect all protective barricades as required for demolition of buildings in accordance with the requirements of the employment safety regulations under the Workplace Safety and Health Act, Employment Safety Act and Winnipeg By-Law No. 1481/77 pertaining to erection of barricades for protection.

18.2 The Contractor shall also provide additional temporary barricades or rope off temporary demolition zones in the street right of way as may be necessary for any dangerous demolition operation in order to keep the public away from the Site. Such temporary barricades shall be removed as soon as possible in order to prevent unnecessary interruption of traffic.

18.3 The Contractor shall be responsible for maintaining all protective barricades, including gates, walks, lights, etc. in a good operating condition for the entire period of the demolition to the satisfaction of the Contract Administrator.

19. DEMOLITION

19.1 During the period between the award of Contract and the actual demolition, the Contractor shall maintain the building(s) in a boarded up state.

19.2 Further to 2.2 of the Terms and Conditions, the Contractor shall furnish all labour, plant, materials, equipment and services necessary for the complete demolition of the existing buildings, structures, fences, sidewalks, etc. on the Site. The Contractor shall completely demolish all buildings and structures/foundations that are above and below

ground and remove all debris and rubbish from the Site. The Contractor shall not store or permit debris or rubbish to accumulate on the Site for more than one Working Day. The Contractor shall completely clear the Site except for any existing trees, which the Contractor shall protect from damage.

- 19.3 The Contractor shall keep the exposed basement areas of the Site free of water until it has been backfilled to the satisfaction of the Contract Administrator. All equipment, pumps and appurtenances as may be required to keep these areas free of water shall be provided and maintained by the Contractor.
- 19.4 The Contractor is advised that no backfill will be required as the area will be used as a future storm water retention pond. Contractor shall leave a sloped excavation after the basement has been removed.
- 19.5 The Contractor shall control dust from the demolition operations by suitable means to prevent harm to the work crews and the public to the satisfaction of the Contract Administrator.
- 19.6 The Contractor shall utilize rubbish chutes to carry down all rubbish from the building under demolition.
- 19.7 The Contractor shall ensure that the demolition operation be conducted with the minimum interference with streets, sidewalks, etc. No salvage material shall be placed or stored on streets, sidewalks, etc. within or surrounding the Site.
- 19.8 The Contractor shall protect all existing trees located on the Site or within the street right-of-way from damage during the demolition operation. The Contractor shall not remove existing trees without the written consent of the Contract Administrator.
- 19.9 The Contractor shall not burn debris or other material on the Site.
- 19.10 Unless directed otherwise by the Contract Administrator, the Contractor shall haul and deposit all material, except as described in Clause 20.1 and 21, from the Site to the City's Brady Road Landfill site.
- 19.11 The City will be responsible for the tipping fees for all demolition material not salvaged or recycled by the Contractor.
- 19.12 The Contractor shall submit, within twenty-four hours of a request by the Contract Administrator, how many tonnes of organic/building material and how many tonnes of concrete/rubble each Site is expected to generate. The Contractor shall haul the two materials separately; no mixed loads will be accepted at the Brady Road Landfill site or the concrete crushing plant described in Clause 21.1(iii).

20. SALVAGED MATERIALS

- 20.1 All salvaged building materials resulting from the demolition including fixtures, except items noted hereinafter, shall become the property of the Contractor and shall be removed from the Site. All goods and chattels at the Site shall become the property of the City of Winnipeg, and shall be removed by the City prior to the demolition and sold to offset the cost of the demolition, unless in the judgment of the Contract Administrator these goods have no reclaimable value, in which case, these items shall be disposed of by the Contractor as refuse.
- 20.2 Service meters shall remain the property of the utility owning service.
- 20.3 The Contractor shall disconnect water meters and return them to the City of Winnipeg, Water and Waste Department, Emergency Services, Stores - 552 Plinguet Street, east end of building, within seven (7) days of disconnection.
- 20.4 The Contractor shall supply the Contract Administrator with the water meter receipt received from Water and Waste Department. The receipt shall accompany the Contractor's invoice.

21. RECYCLING OF CONCRETE

- 21.1 The Contractor shall recycle all rebar, concrete and concrete products by:
 - (i) removing the rebar and crushing the concrete and concrete products to 100 mm down, utilizing the Contractor's own forces or others, then recycling the material as the Contractor sees fit; or
 - (ii) stockpiling rebar, concrete and concrete products on the Contractor's own property for future recycling as the Contractor sees fit; or

- (iii) loading and hauling the rebar, concrete and concrete products directly to the Rocky Road Recycling plant located at 34 Grey Street, Winnipeg. The City will pay for crushing costs and the Contractor shall pay for all costs related to loading and hauling of the material to the crushing plant. The recycled materials will become the property of Rocky Road Recycling.

21.2 Further to Clause 21.1(i) and 21.1(ii), the method that the Contractor uses to dispose of rebar, concrete or concrete products shall be in accordance with all applicable municipal by-laws, Provincial regulations and the requirements of any authority having jurisdiction.

21.3 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

22. HAZARDOUS MATERIALS

22.1 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 instructions by the Contract Administrator.

23. VERIFICATION OF WEIGHTS

23.1 All material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

23.2 All weight tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

23.3 The tare weight and net weight may either be hand written or machine printed. All weights, scales and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks or truck/trailer(s) combinations as the Contract Administrator shall select weighed at the nearest available certified scale;
- (d) checking tare weights shown on delivery tickets against a current tare.

23.4 The Contractor shall ensure that each truck or truck/trailer(s) combination delivering material which is paid for on a weight basis carries a tare not more than one (1) month old.

23.5 The tare shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) upon which scale the truck or truck/trailer(s) combination was weighed;
- (b) the mechanically printed tare weight;
- (c) the license number(s) of the truck and trailer(s);
- (d) the time and date of weighing.

24. TRUCK WEIGHT LIMITS

24.1 The City shall not pay for any portion of material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.



1375 Fairfield

