



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 492-2006

**DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST
BUILDING**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST BUILDING

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 2006.

B2.2 Bid Submissions 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 GC:3.1, the Bidder shall attend a Site meeting at 1:00 pm on September 5, 2006. Attendance is recommended.

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

B3.3 Bidders are advised that hard hats and safety footwear are required for the Site Investigation.

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. ADDENDA

B5.1 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.

B5.2 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 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. BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.1 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.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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 own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 Paragraph 12 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 own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if Item 1 is deleted in accordance with B15.4(b) of the Specifications.

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out Work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and

- (ii) have successfully carried out Work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a minimum of 10 years experience in the demolition business;
 - (h) have successfully undertaken and completed a minimum of 3 demolition projects valued at \$300,000.00;
 - (i) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B10.2 Further to B10.1(i), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) a valid COR certification number under the Certificate of Recognition (COR) Program - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; 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 Branch internet site at <http://www.winnipeg.ca/matmgt.>)
- B10.3 The Bidder shall be prepared to 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.
- B10.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. BID SECURITY

- B11.1 The Bidder shall provide bid security in the form of:
 - (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least one hundred percent (100%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly

executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
 - B12.1.1 Bidders or their representatives may attend.
 - B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B12.4 The Bidder is advised that any information contained in any Bid Submission 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 11 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B14.1.1 Notwithstanding GC:23.3, 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 12 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 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 Bid after the Submission Deadline but before his 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, including the right to retain the Bidder's bid security.

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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements 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 Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the lump sum price 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 lump sum price bid; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B9.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1
- B15.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract by way of a letter of intent, 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 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; or
 - (e) 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the demolition of 151 Higgins Avenue - East Building.
- D2.2 The major components of the Work are as follows:
- (a) Hazardous materials abatement of 151 Higgins Ave. East Building prior to demolition.
 - (b) Demolition and removal of 151 Higgins Ave. East Building, including foundations.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Jeff Dibley
Project Officer
Planning, Property & Development
Civic Accommodations Division
3rd Floor, 65 Garry St.
Winnipeg, MB. R3C 4K4
- Telephone No. (204) 986-2889
Facsimile No. (204) 947-2284
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 The City of Winnipeg has retained an independent environmental consultant to provide all testing, inspections, air sampling, consultation and documentation to insure that all hazardous abatement Work is performed to the authorities having jurisdiction, Manitoba Conservation regulations and this Specification. Contractor shall co-ordinate all Work and testing with the Contract Administrator and the Consultant.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, 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.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.4 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 address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. SAFE WORK PLAN

- D6.1 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 GC:4.1 for the return of the executed Contract.
- D6.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

D7. INSURANCE

D7.1 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;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D7.3.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition Work".

D7.4 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.

D8. PERFORMANCE SECURITY

D8.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of one hundred percent (100%) 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 (100%) 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 one hundred percent (100%) of the Contract Price.

D8.1.1 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.

D8.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(c), 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 letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D9. DETAILED PRICES

- D9.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.
- D9.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D10. SUBCONTRACTOR LIST

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

- D11.2 The detailed Work schedule shall consist of the following:
- (a) A critical path method (C.P.M) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule
 - (c) a daily manpower schedule for the Work

all acceptable to the Contract Administrator.

- D11.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D11.4 The schedule shall identify the complete sequence of demolition activities and dates for the commencement and completion of each major element of deconstruction including the following:
- (a) Mobilization on Site
 - (b) Capping of all utilities, disconnection of utility services
 - (c) Removal of all identified hazardous materials, asbestos containing materials, interior plaster walls.
 - (d) Final asbestos cleaning of the spaces and testing for clearance to demolish.
 - (e) Deconstruction of Hazmat equipment and materials.
 - (f) Demolition of building concrete structure to grade level including removal of demolished concrete to off Site crushing facility.
 - (g) Demolition of building foundation, including basement slab.
 - (h) Demolition of all concrete footings and perimeter strip footings.
 - (i) Removal of all demolished concrete foundation and steel to recycling locations
 - (j) Demolition and removal of concrete docks, curbs, fencing, trees and other Site debris.

- (k) Backfilling and final Site grading.
- (l) Demobilization from Site.
- (m) Total performance – including as-built drawings submitted.

D12. ENGINEERING REPORT

D12.1 The Contractor shall provide an Engineers Report outlining the method of demolition including safety precautions and procedures, proposed street closures if required for this demolition at least ten (10) business days prior to the commencement of any demolition Work on the Site. The Engineer is required to provide periodic Site investigations during the actual demolition to confirm method of demolition is being adhered to. Submitted Report must be stamped and sealed by Professional Engineer of Manitoba. The report must be to the approval of the Contract Administrator and authority having jurisdiction.

D13. AS BUILT DRAWINGS

D13.1 The Contractor shall provide complete As-Built drawings at project completion of any below grade foundations or piles remaining on Site.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the Safe Work Plan specified in D6;
 - (iv) evidence of the insurance specified in D7;
 - (v) the performance security specified in D8;
 - (vi) the detailed prices specified in D9;
 - (vii) the Subcontractor list specified in D10;
 - (viii) the detailed Work schedule specified in D11;
 - (ix) the engineering report specified in D12; and
 - (x) The as built drawings specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14.4 The City intends to award this Contract by September 29, 2006.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Southwest corner of building removed on first priority basis, to accommodate building construction on west side of property.
 - (b) Entire building superstructure demolished by November 31, 2006.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by December 31, 2006.
- D16.2 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.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by January 31, 2007.
- D17.2 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.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one hundred dollars (\$100.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D19. LAWS AND REGULATIONS

- D19.1 Further to GC:6.11, 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:
- (a) CSA Code S350-M1980 Code of Practice for Safety in Demolition of Structures;
 - (b) Provincial Building Code;
 - (c) Winnipeg Building By-Law;
 - (d) Workplace Safety and Health Act;
 - (e) City of Winnipeg Streets By-law;
 - (f) City of Winnipeg Traffic By-law;
 - (g) City of Winnipeg Vacant Building By-law;
 - (h) Manitoba Highway Traffic Act;
 - (i) City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets; and
- D19.2 Comply with all Federal, Provincial and local requirements and with these specifications. Most stringent requirements taking precedence. All Work shall be performed under regulations in effect at the time Work is performed.
- D19.3 Further to GC:6.12, the City has applied for the Demolition Permit. Once processed the Contractor shall pick up and pay for the Demolition Permit after the sewer and water service is capped. The Contractor shall remove and cap all the sewer and water services as described in D11.4(c) and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same.

D20. JOB MEETINGS

- D20.1 Regular bi-weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator 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.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever it is deemed necessary.

D21. OFFICE FACILITIES

- D21.1 The Contractor will be assigned an area by the Contract Administrator for the location of the Contractor's office facilities.
- D21.2 The Contractor shall:
- (a) provide and maintain in clean condition during the progress of Work, adequate lighting, heating and ventilation in the office facilities with space for filing and layout of Contract Documents and Contractor's normal Site office staff;
 - (b) provide and pay for a minimum of one telephone and one fax machine;
 - (c) provide adequate required first aid facilities;

D21.3 Subcontractors may provide their own office facilities as necessary. Direct inquires about the locations of these offices to the Contract Administrator.

D21.4 Sanitary Facilities

D21.4.1 Further to GC:6.28 (f), the Contractor shall provide sufficient sanitary facilities for workers in accordance with local health authorities and provide regular maintenance of these facilities in clean condition.

D22. COORDINATION AND COOPERATION

D22.1 The Contract Administrator will inspect for compliance with the requirements of governing authorities, adherence to specified procedures and materials and to inspect for final performance and completion.

D22.2 Cooperate with Contract Administrator to inspect Work progress.

D22.3 City shall incur no additional costs for any additional labour or materials expended by the Contractor to rectify unsatisfactory conditions or to provide performance to the level specified as requested by the Contract Administrator.

D22.4 Other Trades

Further to GC:6.25, the specifications shall be read by all trades to acquaint them with the nature of the Work required. Failure to do so will not relieve them of any responsibilities for cooperation in coordinating the Work and preventing delay and for the supply and installation of materials required for this Work.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D23.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D24. PAYMENT SCHEDULE

D24.1 The Contractor shall submit a copy of the Demolition Permit.

D24.2 Further to GC:9.03, payment shall be in accordance with the following payment schedule:

- (a) Monthly progress payments will be made for Work completed to the end of the previous month.

WARRANTY

D25. WARRANTY

D25.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D25.2 Notwithstanding GC:13.2 or D25.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial 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.

D25.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D8)

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 dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 492-2006

DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST BUILDING

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D8)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 492-2006

DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST BUILDING

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 (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
(See D9)

DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST BUILDING

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.						
2.						
3.						
4.						
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25.						
26.						
27.						

FORM I: DETAILED PRICES
(See D9)

DEMOLITION OF 151 HIGGINS AVE. – MANITOBA COLD STORAGE - EAST BUILDING

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
28.						
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36.						
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PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	N/a

E2. UTILITIES

- E2.1 The Contractor shall arrange and pay for the appropriate utility to disconnect and seal off from the Site, all service lines, pipes or conduits including sewer, water and hydro, that service the building to be demolished. The Contractor shall confirm, cooperate and coordinate with the appropriate utilities for proper disconnection, capping and removal.
- E2.2 The Contractor shall disconnect and seal off all sewer and water service connections. All sewer and water disconnects must be done by a licensed contractor approved by the City of Winnipeg to do such Work.
- E2.3 The Contractor shall provide each utility with adequate prior notification as to when they will require these disconnection and sealing of services.
- E2.4 If required, the Contractor will be responsible for all temporary power and lighting required at any time during the demolition or hazardous materials abatement process.

E3. PROTECTIVE BARRICADES

- E3.1 The Contractor shall provide and erect all protective barricades as required 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.
- E3.2 The Contractor shall provide additional temporary barricades for demolition zones in the street right of way as may be necessary for any dangerous demolition operation. Remove such temporary barricades as soon as possible once Work is complete, in order to prevent unnecessary disruption to traffic.

E3.3 The Contractor shall arrange and pay for all permits for required street closures.

E3.4 The Contractor shall be responsible for maintaining all protective barricades, fencing, gates, walkways, lights, etc. in good operating condition for the entire period between the Award of Contract and the completion of this demolition project. Ensure all protective barriers and barricades are installed to prevent access by unauthorized personnel.

E4. SITE SECURITY

E4.1 The Contractor shall provide Site Security, if determined by the Contract Administrator, for off hours when the Contractor is not on Site.

E4.2 The Site Security Personnel shall be an approved Commercial Security Guard and Patrol Service Company to the satisfaction of the Contract Administrator.

E5. EXISTING CONDITIONS

E5.1 The Demolition permit has been applied for on behalf of the Contractor.

E5.2 Hazardous materials exist in the building, see attached consultant report E12.

E5.3 The gas service has been disconnected and meter removed.

E5.4 It is unknown as to the status of sewer and water services to the building.

E5.5 Chain link fence, with gate, surrounding existing property.

E5.6 Building hazards include floor openings, missing barricades or guardrails, no lighting and potential for falling debris exist on Site. Contractor to make him or her self and workers aware of known hazards.

E6. GENERAL

E6.1 General and Related Work

E6.1.1 This Section is applicable to all Work in conjunction with drawings and specifications.

E6.1.2 Site Conditions identifies the buildings and structures to be demolished as part of this contract. The information provided is for general reference only. The Contractor must confirm existing conditions on Site prior to Bid Opportunity closing.

E6.1.3 It is the intent that Work performed under this Section will result in the entire demolition and removal of all building, structures and equipment on the Site known as 151 Higgins Ave.

E6.2 Outline of Work

E6.2.1 Attend the Site meeting prior to Bid Opportunity closing to confirm the Site conditions and extent of Work in this contract. Report any discrepancies to Contract Administrator in accordance with B4.

E6.2.2 All necessary permits are to be applied for and paid for prior to start of Work.

E6.3 Dust Control

E6.3.1 Ensure all Work proceeds to schedule, meeting requirements of this specification.

E6.3.2 Complete Work so that airborne dust and debris are kept to a minimum and within the project Site.

- E6.3.3 The Contract Administrator reserves the right to require the Contractor to take action to minimize dust if deemed necessary.
- E6.3.4 Keep noise, dust, and disturbance to occupants of neighbouring buildings to a minimum.
- E6.3.5 Provide temporary dust screens, covers, railings, supports, and other protection as required.
- E6.3.6 Cooperation and consideration to be given to neighbouring business and operations as approved by Contract Administrator.
- E6.4 Notification
 - E6.4.1 Notify Sanitary Landfill Site as per local requirements.
 - E6.4.2 Inform all workers on Site of the presence of any hazardous areas.
- E6.5 Protection
 - E6.5.1 Prevent movement, settlement or damage of adjacent structures, services, walks, paving, trees, landscaping and adjacent grades. Provide any necessary bracing, shoring or underpinning as required. Repair damage caused by demolition as directed by Contract Administrator at Contractor's expense.
 - E6.5.2 Support affected structures and cease operations and notify Contract Administrator if safety of structure being demolished or adjacent structures appear to be endangered. Provide Contract Administrator with corrective measures stamped by a professional engineer licensed to practise in the Province of Manitoba. Perform all necessary works, once approved by Contract Administrator at the Contractor's expense.

E7. HAZARDOUS MATERIALS REMOVAL

- E7.1 There is asbestos containing materials in the building. All asbestos containing materials must be removed prior to start of demolition unless otherwise approved by the Contract Administrator
- E7.2 An Environmental Consultant, retained by the City of Winnipeg, will monitor and approve all activities before, during and after completion of the abatement process.
- E7.3 If asbestos or other hazardous materials are discovered during the demolition Work of the Contract, the Contractor shall stop all Work immediately and notify the Contract Administrator. The Contract Administrator will determine measures to be taken for removal of the hazardous materials before the Contractor may resume Work on the Site.

E8. DEMOLITION

- E8.1 Notify neighbouring businesses prior to start of Work and anytime during demolition Work, which may cause minor disruption to their respective business.
- E8.2 Inspect property with Contract Administrator for existing Site conditions and Work plan for actual demolition Work as per Work schedule submitted and approved by Contract Administrator.
- E8.3 Ensure all permits are in place acceptable to all governing authorities having jurisdiction.
- E8.4 Ensure all street closings are applied for and approved prior to any street closing.
- E8.5 Do not commence demolition Work without approval of the Contract Administrator.
- E8.6 Proceed to demolish structures in an organized and professional manner.

- E8.6.1 The Contractor shall demolish the existing building, structures, fences, and loading docks on the Site. The Contractor shall completely demolish all buildings and structures/foundations that are above and below grade and remove all debris and rubbish from the Site. The Contractor shall not store or permit debris or rubbish to accumulate on the Site.
- E8.6.2 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.
- E8.6.3 The Contractor shall remove all existing trees located on the Site or within the property.
- E8.6.4 The Contractor shall not burn debris or other material on the Site.
- E8.6.5 Demolish and remove all foundations, slabs, and all footings and strip footings completely.
- E8.6.6 At end of each day's Work, leave Work Site in safe and stable condition. Fence gates must be locked.
- E8.6.7 Keep materials wetted if necessary to minimize dust as directed by Contract Administrator.
- E8.6.8 All hauling trucks must be covered prior to leaving Site.
- E8.6.9 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.
- E8.6.10 The Contractor shall leave the entire Site, which includes everything above and below ground, clean and free of all rubble and debris.
- E8.7 Site Report
- E8.7.1 The Contractor shall provide a weekly Site report to the Contract Administrator consisting of the following:
- (a) Number of personnel on Site daily;
 - (b) Equipment working on Site;
 - (c) Number of trucks hauling materials from Site and hauling destination;
 - (d) Summary of weekly activities;
 - (e) Additional information upon request from Contract Administrator.

E9. SALVAGED MATERIALS

- E9.1 All salvaged building materials resulting from the demolition, 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, 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. Chattels of value could be salvaged by Contractor
- E9.2 Service meters shall remain the property of the utility owning service.
- E9.3 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.
- E9.4 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.

E10. RECYCLING OF MATERIALS

- E10.1 The Contractor shall recycle all material found on Site. Any material except concrete and brick that cannot be recycled in a cost effective manner shall be hauled to the Brady Road Landfill Site.
- E10.2 The Contractor will be responsible for all trucking costs. The City will be responsible for all tipping fees to Brady Road Landfill with proof of delivery.
- E10.3 Other deleterious materials shall be disposed of at the City of Winnipeg Brady Road Landfill. Copies of all Brady Road Landfill dumping receipts must be provided monthly to the Contract Administrator.
- E10.4 The Contractor must provide the Contract Administrator with the end location for all salvaged materials.
- E10.5 Recycling of Concrete
- E10.5.1 The Contractor shall recycle all rebar, brick, concrete and concrete products by:
- (a) Removing the rebar and crushing the concrete to 100 mm diameter and down, by utilizing the Contractor's own forces or others. All recycled material becomes property of the Contractor for his use; or
 - (b) Loading and hauling the concrete and concrete products directly to the Maple Leaf Construction Yard located at 2245 Brookside Boulevard, 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 Maple Leaf Construction Ltd.
- E10.6 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

E11. SITEWORK RESTORATION

- E11.1 Products
- E11.1.1 Backfill Material
- (a) Any below grade areas or excavations will be backfilled with clean fill (i.e., clay). Clean fill is defined as local natural soil; free of contaminants, boulders, cobbles, organics, wood, concrete, frozen material, and other deleterious materials, which could have originated from excavation activities conducted by others. Particle size of material should not exceed 150 mm in diameter. The Contractor shall import clean fill from nearby excavation.
 - (b) Contract Administrator reserves the right to inspect all backfill material as it enters Site and the Contractor will provide all available documentation regarding environmental assessments of the Site the backfill is originating from.
 - (c) Dispose of excavated material that does not meet definition of clean fill, as defined in Clause E11.1.1(a)
- E11.2 Execution
- E11.2.1 Sequences of Backfilling Operation
- (a) Inspection
 - (i) Contact Contract Administrator twenty-four (24) hours prior to backfilling any excavation.
 - (ii) Contract Administrator must inspect and approve all excavations prior to backfilling.

- (b) Backfill
 - (i) The Contractor shall backfill the property to 300 mm above finished grade.
 - (ii) The excavations will be backfilled with clean fill, as defined in Clause E11.1.1(a) Backfill Material.
- (c) Compaction
 - (i) All backfill shall be compacted in maximum 600 mm layers with heavy machine compactor.
- (d) Grading
 - (i) The Contractor shall grade and slope the Site to drain towards adjacent roadways and away from adjacent neighbouring properties.
- (e) Cleanup
 - (i) The Contractor shall remove all asphalt paving areas prior to leaving the Site and any material that may have collected or spilled on any public street. The finished Site shall have no exposed construction debris and shall be clean and neat in every respect.

E11.2.2 Restore areas and existing works outside areas of demolition to match condition of adjacent, undisturbed areas. Upon completion of Work, remove debris, trim surfaces and leave Work Site clean. Site restoration shall be inspected and approved by the Contract Administrator.

E11.2.3 Contractor will be responsible for Site settlement for a period of 1 year. The Contractor shall provide sufficient fill material if settlement occurs during this time.

E12. RECOMMENDED REMOVAL PROTOCOLS FOR ASBESTOS -151 HIGGINS

E12.1 The removal of asbestos should be performed in accordance with the provincial guidelines: "Guidelines for working with asbestos" promulgated by the Workplace Safety and Health Division of the Manitoba Department of Labour and Immigration.

E12.2 As these guidelines are largely performance standards, the following points and recommendations are provided to supplement the guideline and provide specific direction for the specifics of this particular project.

E12.3 The majority of the walls and columns are covered with asbestos board that contains 2% chrysotile asbestos. False ceilings are covered with an asbestos board that contains 10% asbestos. A small boiler on the main floor is insulated with asbestos. There is also some very limited asbestos pipe insulation and some stacked asbestos pipe insulation. A table of the asbestos survey is appended. These materials must be removed prior to the demolition of the property.

E12.4 The building is mostly divided into rooms. This will help with the abatement process. The boards must be physically removed from the wall. The boards are quite tough so there will be a challenge to remove as much of the boards in large pieces. Once a hole is started, it may be better to pull the pieces off rather than striking the face of the board.

- E12.5 The Work would typically be considered a type 3 abatement. However, as this is a demolition activity, there should be some latitude to application of the procedures. At this time it is not known how friable the material is. Air testing during active abatement will not likely be possible as airborne dust will interfere with the counting of fibres under a microscope used in such an air test. Air testing will still be possible for clearance purposes as the air turnover will reduce both dust and fibre concentrations over time.
- E12.6 In the absence of known friability and the difficulty in testing fibre concentrations during active abatement, the emphasis should be on a thorough cleanup after the ACM is removed. The best way to do this would be to first HEPA vacuum the floor to collect any bits of ACM left behind and the fibres on the floor. Then agitate the room using a leaf blower on all surfaces. This will bring any remaining fibres up into the air and the fibres will be caught in the HEPA filter as the room is ventilated. The negative pressure and ventilation should continue until air clearance testing shows the room to have less than 0.01 fibres per cubic centimeter (f/cc)
- E12.7 Another option is to cover the floor with poly and then spray glue the poly when the abatement is finished. This may be impractical as it can make the floor slippery to work on, and there is the potential for gaps in the seams where the poly is joined and the potential for holes to form in the poly. Misting of water is another option but getting water in will be difficult and there is no clear way for water to drain. Also, wetting or misting may temporarily reduce fibres but when the water evaporates, the fibres may become airborne when disturbed. If the abatement is performed in the fall or winter, the use of water may be even more difficult.
- E12.8 When a room is being abated, a hanging poly sheet "door" of overlapping poly sheets should be used to help separate the room from the rest of the building. While not a seal per se, this will help reduce the spread of any fibres. Where possible, a hole to the outside should be created, and air passed through a HEPA filter and exhausted outside. This will keep the room at a negative pressure and prevent fibres from escaping into the outside air. Ideally, a negative pressure of 0.02 inches of water gauge and a ventilation rate of 4 air changes per hour should be achieved. However, as the building is abandoned and the workers protected by personal respiratory protection, these criteria are not as needed from a technical basis and there may be some flexibility with the guideline if there is difficulty reaching this degree of negative pressure. Even if some fibres migrated into the hall, that area will be abated later in the project anyway. Still, the concept of containment through ventilation controls is a key part of good abatement practice and should be implemented to the degree feasible.
- E12.9 The building does not appear to have internal drafts from the outside wind so that will make controlling air pressure in the building easier. If the full ventilation requirements are not feasible, a discussion with Workplace Safety and Health may be needed at that time to clarify the obligations under provincial regulations with respect to the specifics of this particular project.

- E12.10 The approach outlined above (venting of filtered air by making a hole in the outside wall) should work well on the outside rooms and halls with an outside wall, which represents the vast majority of the Work. Care should be taken to ensure that the holes do not significantly weaken the structure and present a risk of collapse to the wall. The abatement company may wish to seek the advice of a structural engineer in this regard.
- E12.11 Once an area has been abated, the room could be sealed off to prevent recontamination of the area. This can be achieved by simply taping poly sheets over the doorways. If access is needed to one of the rooms later, short-term entry into the rooms should not be a problem. Thus, while re-entry into abated areas should be kept to a minimum, such entry is permissible if there is a valid reason, the entry is brief and the doorway resealed afterwards.
- E12.12 Hallways could be performed last. The building basically has a centre hall design. The largest hallways of concern are on the main floor and the same approach as outlined above can be used. For example, the back hallway on the main floor can be sealed off and abated under negative pressure. A hole can be made in the back wall of the building to provide venting, etc. It may be possible to run a duct through an abated area to the hallway near the centre of the building. Care should be taken to keep the duct under negative pressure by having the exhaust fan and HEPA filter at the outside wall.
- E12.13 There may be other ways of controlling the asbestos. If the abatement company has its own suggestion of how to control and contain the asbestos, they should clearly explain their approach and its merit will be considered.
- E12.14 Summary of Asbestos Survey - Manitoba Cold Storage, 151 Higgins

Sample number	Floor	Room	Type	Description	Asbestos Content (%)
1	main	hall	wall	wall board on north wall	2
2	main	hall	column	column coating on main hall	10
3	main	hall	false ceiling	false ceiling in main hall	10
4	main	hall	wall	wall in back hall on west side	2
5	main	hall	column	column coating in back hall	10
6	main	hall	wall	wall in north end of back hall	2
7	main	hall	false ceiling	false ceiling in back hall	10
8	main	A	wall	wall board	2
9	main	A	column		2
10	main	C	wall	wall board	2
11	main	C	column		2
12	main	C	false ceiling		10
13	main	D	wall	wall board	2
14	main	E	wall	wall board	2
15	main	F	Boiler	boiler insulation	35
16	main	G	column		2
17	main	G	wall	wall board	2
18	main	Office	ceiling	ceiling in office	2

19	main	H	mortar		not present
20	Basement	I	wall	wall board	2
21	Basement	I	ceiling	black roofing	10
22	Basement	J	ceiling	black roofing	10
23	Basement	K	pipe insulation	inner layer	35
24	Basement	K	pipe insulation	outer layer	not present
25	Basement	K	wall	outside wall	2
	Lower basement			no suspicious material	
26	Second Floor	L	wall	wall board	2
27	Second Floor	L	column		2
28	Second Floor	hall	ceiling		10
29	Second Floor	M	wall	wall board	2
30	Second Floor	M	false ceiling		10
31	Second Floor	N	wall	wall board	not present
32	Third Floor	O	wall	wall board	2
33	Third Floor	O	column		2
34	Third Floor	P	wall	wall board	2
35	Third Floor	P	column		2
36	Penthouse		pipe insulation	loose asbestos pipes on floor	30
37	Roof		tar	Tar on flashing	10
38	Roof		paper	brown paper under tar	not present
39	Roof		paper	tar paper	not present