



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 664-2007**

**DEMOLITION OF 33 FOURNIER STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 DEMOLITION OF 33 FOURNIER STREET

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 10, 2007.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site on Thursday, October 4 at 10:00 a.m. to provide Bidders access to the Site

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.

### **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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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 COMPONENTS**

B7.1 The Bid shall consist 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 shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.3 The Bid 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 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.

B7.4 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Bids 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 should 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 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.

B9.1.1 Notwithstanding C12.2.3(c), the price on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

## **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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's/Subcontractors qualification to undertake the Work.

B10.5 Further to B10.3(c), 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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt.>)

B10.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.7 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 Bids 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 Bids 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 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management 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 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 C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 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 is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid 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.

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 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 Subject to B16.2, 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**

### **C0. GENERAL CONDITIONS**

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the complete demolition of the buildings located at 33 Fournier Street, including all appurtenances, foundations, parking fences and underground services.

D2.2 The Contractor is advised that the subject building is located on the abandoned St. Boniface Landfill site. All safety precautions as outlined in E14, E15 and E16 shall be implemented.

D2.3 Further to C6, the City has arranged to have the gas and hydro connections disconnected and meters removed by others.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Graeme Remple  
Project Officer  
Planning, Property and Development Department  
Civic Accommodations Division  
3<sup>rd</sup> Floor – 65 Garry Street  
Winnipeg, Manitoba R3C 4K4  
Telephone No. (204) 986-3787  
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.

#### **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 C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

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 following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
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  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. SAFE WORK PLAN**

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 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>.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, an unlicensed motor vehicle liability, and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) The Certificate of Insurance must also clearly state "operations to include demolition work";
  - (c) 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;
- D8.2 Deductibles shall be borne by the Contractor.

D8.3 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 for the return of the executed Contract.

D8.4 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.

## **D9. PERFORMANCE SECURITY**

D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 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.

D9.2 If the bid security provided in his Bid 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 C4.1 for the return of the executed Contract.

## **D10. DETAILED PRICES**

D10.1 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 C4.1 for the return of the executed Contract.

D10.2 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.

## **D11. SUBCONTRACTOR LIST**

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

## **D12. DETAILED WORK SCHEDULE**

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

D12.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule;
  - (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 The Contractor shall not commence any Work until he is in receipt of Purchase Order from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D7;
  - (iv) evidence of the insurance specified in D8;
  - (v) the performance security specified in D9;
  - (vi) the detailed prices specified in D10;
  - (vii) the Subcontractor list specified in D11;
  - (viii) the detailed work schedule specified in D12;
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

### **D14. TOTAL PERFORMANCE**

D14.1 The Contractor shall achieve Total Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D13.

D14.2 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.

D14.3 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.

## **D15. LIQUIDATED DAMAGES**

- D15.1 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.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D16. LAWS AND REGULATIONS**

- D16.1 Further to C:6, 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
- D16.2 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.
- D16.3 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 E3.2 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same.

### **D17. JOB MEETINGS**

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



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

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

**MEASUREMENT AND PAYMENT**

**D19. PAYMENT**

D19.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D20. PAYMENT SCHEDULE**

D20.1 The Contractor shall submit a copy of the Demolition Permit and copies of the tipping tickets with their invoice.

D20.2 Further to C12, 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**

**D21. WARRANTY**

D21.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D21.2 Notwithstanding C13.2 or D21.1, 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; or

D21.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D9)

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. 664-2007

DEMOLITION OF 33 FOURNIER STREET

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 D9)

\_\_\_\_\_  
(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. 664-2007  
  
DEMOLITION OF 33 FOURNIER STREET

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 D10)

**DEMOLITION OF 33 FOURNIER STREET**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
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26.						
27.						
28.						
29.						
30.						

**FORM I: DETAILED PRICES**  
(See D10)

**DEMOLITION OF 33 FOURNIER STREET**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						
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## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D1	33 Fournier St. – Main Floor Plan - Demolition

#### E2. PREAMBLE

- E2.1 The intent of this contract is to demolish the building at 33 Fournier Street. The structure, including the contents, foundation, grade beams and concrete pads are to be taken down, removed from the site and the debris recycled in a practical, cost effective manner. The debris that cannot be recycled is to be taken to the Brady Road Land Fill site for disposal.
- E2.2 The Contractor is advised that testing for methane gas concentrations was recently conducted at the Site. Methane gas concentration readings, in most cases, were found to be below 0.4% L.E.L. (Lethal Explosive Limit) or non-detectable. One sample, located approximately in the centre of the building, returned a volume above 5% L.E.L. Accordingly, prior to any demolition activities, the Contractor shall ventilate the interior of the building for a minimum of 30 mins. by opening all overhead doors. The Contractor shall also follow the safety procedures outlined in E14 – Construction Safety in and Around Landfills for the demolition work of this contract.
- E2.3 Additional methane gas testing or monitoring during the demolition process can be provided by the City of Winnipeg if required. Provide a minimum 48 hrs. notice to the Contract Administrator for this service.

#### E3. UTILITIES

- E3.1 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.
- E3.2 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.
- E3.3 The Contractor shall provide each utility with adequate prior notification as to when they will require these disconnection and sealing of services.

E3.4 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.

#### **E4. PERMITS, NOTICES, LICENCES, CERTIFICATES, LAWS AND RULES**

E4.1 Further to D16.1, 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.

E4.2 Further to D16.3, 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 E3.2 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.

E4.3 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E4.4 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

#### **E5. PROTECTIVE BARRICADES**

E5.1 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.

E5.2 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.

E5.3 The Contractor shall arrange and pay for all permits for required street closures.

E5.4 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.

#### **E6. SITE SECURITY**

E6.1 The Contractor shall provide Site Security, if determined by the Contract Administrator, for off hours when the Contractor is not on Site.

E6.2 The Site Security Personnel shall be an approved Commercial Security Guard and Patrol Service Company to the satisfaction of the Contract Administrator.

#### **E7. DEMOLITION**

E7.1 Further to C6, during the period between the award of Contract and the actual demolition, the Contractor shall maintain the building(s) in a boarded up state.

E7.2 Do not commence demolition Work without approval of the Contract Administrator. Notify neighbouring businesses prior to start of Work and anytime during demolition Work, which may cause minor disruption to their respective business.

- E7.3 The Contractor shall demolish 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 to a depth of 1.0m below grade and remove all debris and rubbish from the Site. All structures / foundations below the 1.0m depth shall be left in place and the locations shown on an as-built plan to be provided to the Contract Administrator after the demolition work has been completed. The Contractor shall not store or permit debris or rubbish to accumulate on the Site for more than one Working Day.
- E7.4 The Contractor shall completely clear the Site except for any existing trees, which the Contractor shall protect from damage. The Contractor shall not remove existing trees without the written consent of the Contract Administrator.
- E7.5 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.
- E7.6 The Contractor shall fill the area below the existing ground exposed by the demolition with clean earth to a depth of 300 mm above the surface of the existing ground at the Site of the building. The clean earth fill shall be free of debris and rubbish of any kind and be approved by the Contract Administrator. The Contractor shall not place backfill material until the Contract Administrator has inspected the excavation. Should any backfill be placed before the permission of the Contract Administrator has been obtained, the excavation shall be re-opened by the Contractor, at his expense.
- E7.7 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. Keep materials wetted if necessary to minimize dust as directed by Contract Administrator.
- E7.8 The Contractor shall utilize rubbish chutes to carry down all rubbish from the building under demolition.
- E7.9 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.
- E7.10 The Contractor shall not burn debris or other material on the Site.
- E7.11 Unless directed otherwise by the Contract Administrator, the Contractor shall haul and deposit all material, except as described in Clause E8.1 and E9.5, from the Site to the City's Brady Road Landfill site. All hauling trucks must be covered prior to leaving Site.
- E7.12 The City will be responsible for the tipping fees for all demolition material not salvaged or recycled by the Contractor.
- E7.13 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 E9.5.1(b).
- E7.14 Ensure all street closings if required are applied for and approved prior to any street closing.
- E8. SALVAGED MATERIALS**
- E8.1 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

E8.2 Service meters shall remain the property of the utility owning service.

E8.3 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.

E8.4 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.

## **E9. RECYCLING OF MATERIALS**

E9.1 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.

E9.2 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.

E9.3 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.

E9.4 The Contractor must provide the Contract Administrator with the end location for all salvaged materials.

E9.5 Recycling of Concrete

E9.5.1 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 Rocky Road Recycling Ltd. hauling site 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 Ltd.

E9.6 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

## **E10. HAZARDOUS MATERIALS**

E10.1 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.

E10.2 The Contractor is advised that a Phase II Environmental Site Assessment has been conducted. All potential asbestos containing material (ACM) identified in the report have been removed. The forty-six (46) lighting fixtures identified as potentially containing PCB's have also been removed.

## **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) Site 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. VERIFICATION OF WEIGHTS

E12.1 All material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E12.2 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.

E12.3 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.

E12.4 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.

E12.5 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.

### **E13. TRUCK WEIGHT LIMITS**

E13.1 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.

### **E14. CONSTRUCTION SAFETY IN AND AROUND LANDFILLS**

Note: The accuracy of this information or its completeness is not warranted by the City and must be verified in each particular by the Contractor.

E14.1 Further to Manitoba Regulation 204/77, "W210 The Workplace Safety and Health Act", this provision shall cover safety requirements and procedures for construction on and around landfills, dumps and disposal areas. The Contractor shall acquaint himself with all landfills, dumps and disposal areas within and/or adjacent to his construction site. (The Contractor may refer to the Water and Waste Department, Solid Waste Services Division, for information on site locations).

E14.2 The Contractor is advised that landfill gas (methane and other gases) can emanate from the natural decomposition of refuse or other highly organic material and that such gases may migrate through soils a distance of approximately 90 m. The migration distance may be greater through underground conduits or where surface conditions interfere with normal venting.

E14.3 Accordingly, the Contractor is advised of the existence of or the potential for the development of hazardous conditions where construction or maintenance activities are undertaken on or within 90 metres of a landfill, dump or disposal area.

E14.4 The hazard may be one or more of the following:

- (a) Fire may start spontaneously from exposed and/or decomposing refuse or other highly organic material.
- (b) Fires and explosions may occur from the presence of methane gas.
- (c) Landfill gases may cause an oxygen deficiency in underground trenches, vaults, conduits and structures.
- (d) Hydrogen sulphide, a highly toxic and flammable gas, may be present.
- (e) Possible caving of trenches and excavations when working over or in refuse or highly organic fills.

E14.5 Prior to commencing any Work, the Contractor shall notify the Contract Administrator of any portion of the construction site which falls on or within 90 metres of landfills, dumps or disposal areas and adequate tests shall be made at the site to determine the concentration of methane or other gases present.

E14.6 Unless the presence of methane in the area can definitely be ruled out, safety requirements for construction or maintenance work on or within 90 metres of a landfill, dump or disposal area shall include, but not be limited to the following:

The Contractor shall designate the responsibility of safety to a supervisory person on the site. The person responsible for safety shall be trained in the use of gas detection equipment and shall be responsible for maintaining the detection equipment in accordance with the manufacturer's instructions. He shall be present at all times during excavation with equipment to test for oxygen deficiency and the presence of methane and hydrogen sulphide. He shall test the excavation areas for safe Working conditions and shall ensure that the following safety measures are undertaken. These safety measures shall be explained in detail to all construction supervisors on the site prior to construction and their importance emphasized.

## **E15. CONSTRUCTION ON LANDFILLS, DUMPS OR DISPOSAL AREAS**

E15.1 A combustible gas indicator shall be utilized at all times during trenching, excavating, drilling, or when Working within three (3) metres of an open excavation, and if a building shell or structure is penetrated, then the area penetrated shall be monitored.

E15.2 When trenching, excavating or drilling deeper than 0.6 metres into the soil, or in the presence of detectable concentrations of methane, the operating equipment shall be provided with vertical exhaust pipes or spark-proof exhausts.

E15.3 A minimum of two (2) fire extinguishers of the 50-pound dry chemical type (or equivalent total capacity utilizing more extinguishers) shall be within easy access at all times during trenching, excavating or drilling.

E15.4 A minimum of two Workers shall be on the site at all times during construction activities with one Worker outside of possible gas effects. Each Worker in the vicinity of an open excavation shall have available an approved acid gas-organic vapour respirator and safety goggles for protection from nausea inducing gases which may be emitted during excavation.

E15.5 The operator of trenching equipment shall wear an acid gas - organic vapour respirator while operating the equipment in or astride any trench or excavation.

E15.6 At least two approved type self-contained breathing apparatus in good working order shall be provided at the site for emergency purposes. Workers shall not be permitted to enter excavations where there is oxygen deficiency, hydrogen sulphide or a combustible mixture of methane without taking precautionary measures. Oxygen deficiency is defined as being less than 19.5 percent.

E15.7 Personnel when in an open excavation or in the presence of landfill gas shall be fully clothed with non-sparking cloth material, wear shoes with non-metallic soles and wear a hard hat and safety goggles or glasses. The excavation shall be monitored continuously in a manner satisfactory to the Contract Administrator for the presence of methane, hydrogen sulphide and oxygen for any duration that personnel are in an excavation. Workers shall immediately vacate an excavation if methane, hydrogen sulphide or oxygen deficiency is detected therein, and shall not be permitted to re-enter the excavation unless satisfactory precautionary measures are implemented.

E15.8 Positive fan-forced ventilation shall be used in cases where trenches or excavations show a build-up of methane, hydrogen sulphide or a lack of oxygen.

E15.9 Lifelines shall be provided and worn as necessary, and barriers erected to protect workers from falling into open pits and holes from trenching, drilling operations or other excavations.

- E15.10 Workers shall work upwind of any excavation, unless the trench is constantly monitored and declared safe.
- E15.11 Workers shall avoid contact with exposed refuse where possible. Irritants or hazardous materials may be present. When handling refuse material, all personnel shall wear gloves.
- E15.12 Motors utilized in refuse excavation areas shall be explosion-proof.
- E15.13 Smoking shall be prohibited in or near open excavations and in the vicinity of pipe-laying activities. "NO SMOKING"& "NO OPEN FLAME" signs shall be on display in these areas.
- E15.14 Welding or open flames shall be permitted only in areas of the site approved by the Contract Administrator.
- E15.15 Start up and shut down of equipment shall not be done in areas of exposed refuse or highly organic material.
- E15.16 No trench, pit or drill hole shall be left open overnight. Large excavations shall be fenced off.
- E15.17 Any refuse exposed during construction activities shall be covered as soon as practical after exposure with at least a 6" (in) layer of earth. Refuse shall not be allowed to remain exposed overnight.
- E15.18 All refuse excavated during construction activities shall be disposed of at a legal point of disposal. Provided the Contract Administrator approves, refuse may be temporarily stockpiled if covered with a 6" (in) layer of soil.
- E15.19 Entrance into utility access manholes shall be done with extreme caution. Sparks can occur from metal manhole covers and rings. The air in a manhole or enclosed space shall always be tested with a detector before entering. Positive ventilation shall be followed if necessary. Before entry into any underground services the Contractor shall also adhere to City guidelines re: "Safe Work Practices for Confined Entry Work".
- E15.20 The Contractor is cautioned on the possibility of caving during excavation in refuse areas.
- E15.21 In piping installations, all valves shall be closed as soon as installed to prevent the migration of gases through the pipeline.
- E15.22 Specific site conditions may also determine other measures to be taken to protect the health and safety of the Workers and the public.

**E16. CONSTRUCTION NEAR (WITHIN 90 M.) OF LANDFILLS, DUMPS OR DISPOSAL AREAS**

- E16.1 Any excavations shall be monitored for methane and oxygen deficiency if personnel are to be sent in. This must be carried out continuously unless the presence of methane in the area can definitely be ruled out.
- E16.2 Should methane gas be found in the area, those precautions applicable to construction on landfills, dumps or disposal areas shall also apply to this situation.





**33 Fournier St - Front**



**33 Fournier St - Rear**





**33 Fournier St – Office Bldg East Side**



**33 Fournier St – View from Lagimodiere Blvd along  
East Side of building (from south)**