



THE CITY OF WINNIPEG

TENDER

TENDER NO. 223-2026

**SELECTED BUILDING DEMOLITION – HARBOURVIEW RECREATION COMPLEX –
1867 SPRINGFIELD ROAD.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Selected Building Demolition – Harbourview Recreation Complex – 1867 Springfield Road.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 30, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing 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 at 9:00am on April 15, 2026 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 investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

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 Tender, 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 Tender 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 Tender 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

(a) was known to the Bidder before receipt hereof; or

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B7. SUBSTITUTES

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their 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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall enter the lump sum price in Canadian funds for the Work in the Total Bid Price field in MERX.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Pinchin Ltd
 - (b) WSP.
 - (c) HTFC.
 - (d) Toews Timber Frames.
 - (e) Winnipeg Chimney Services Inc.
 - (f) KGS Group.
- B11.3 Additional Material:
- (a) Pinchin – Asbestos Laboratory Certificate of Analysis.
 - (b) Winnipeg Chimney Services Inc – Visual Fireplace and Chimney Assessment.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with their Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

- B13.1 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.

- B13.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B13.3 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;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19).
- (e) Contractors/Sub-Contractors engaged to provide Asbestos Containing Materials (ACM) remediation must provide written confirmation that they and their workers have the required training, and conduct all such work in accordance with the practices and requirements under SAFE Work Manitoba, Manitoba Workplace Safety and Health Regulations, and all other applicable requirements.

- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

- (c) Written confirmation and details for the applicable Contractor or Sub-Contractor of practices, procedures, training and certifications related to remediation of Asbestos Containing Materials (ACM).

- B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within five (5) 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.
- B13.7 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 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 MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B17.4 Further to B17.1(c), where the Total Bid Price exceeds the funds stated in D2.2, the City may determine that no award will be made in accordance with B18.2.1(a).

B17.5 Further to B17.1(c), the Total Bid Price shall be the lump sum price entered into MERX.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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 qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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 their 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.

B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the ^ Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B18.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender 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 asbestos abatement, demolition of selected buildings, surface features, underground services, concrete structures, wood pilings, and other items and related work as shown or specified at Harbourview Recreation Complex as per Tender 223-2026 drawings and specifications.
- D2.2 The asbestos inventory control, asbestos locations, and laboratory bulk sample analysis certificate are appended to this tender.
- D2.3 The funds available for this Contract are \$300,000.00.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
Ife Ojelabi
Project Officer II
Telephone No. 204 583-7050
Email Address iojelabi@winnipeg.ca
- 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 Bids Submissions must be submitted to the address in B8.

D4. CONTRACTOR'S SUPERVISOR

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

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

- D5.1 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.

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.

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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D6.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) If remediation of asbestos or hazardous materials is required by the Contractor they are also required to provide and maintain or have their sub-contractor provide and maintain contractor's pollution liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence including clean up costs, and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operation. Such policy shall name the City added as an additional insured.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D7.4 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

D7.4.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations include demolition of selected buildings at Harbourview Recreation Complex ".

D7.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D8. CONTRACT SECURITY

D8.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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 amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- (c) 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 amount of fifty percent (50%) of the Contract Price; or
- (d) 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.

D8.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

D8.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D8.1.2(b).

D8.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

- D8.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D8.1.5 Where the contract 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 contract security.
- D8.2 The Contractor shall provide:
- (a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
 - (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.
- D8.3 Where the Contract Security is provided in accordance with D8.1(a) and D8.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D8.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D9.2 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 D5;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D6;
 - (iv) evidence of the insurance specified in D7;
 - (v) evidence of the contract security specified in D8;
 - (vi) the direct deposit application form specified in C12.20;
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
 - (c) the Contractor has obtained all necessary permits; and
 - (d) the Contract Administrator has researched the Title of the property pursuant to D13.1.
- D9.3 **The Contractor shall apply for the Demolition Permit within seven (7) Working Days of receipt of the Purchase Order.**
- D9.4 The Contractor shall not commence the building or structure demolition Work until authorized by the Contract Administrator. The key to the premises and said authorization to commence building or structure demolition work shall not be given to the Contractor until:

- (a) after the Contractor has removed and capped the sewer and water service lines as described in E2.2 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same; and
- (b) the Contract Administrator has confirmed receipt and approval of a copy of the Demolition Permit obtained by the Contractor.

- D9.5 The Contractor shall notify the Contract Administrator at least one (1) Business Day before commencement of the Work.
- D9.6 Upon commencement of Work, the Contractor shall work continuously every Working Day until the Work of the Contract has been completed to the satisfaction of the Contract Administrator.
- D9.7 The City, at their option, may delete any Site from the Contract before the Contractor starts work, in which case, no payment will be made to the Contractor for that Site.

D10. TOTAL PERFORMANCE

- D10.1 The Contractor shall achieve Total Performance within Forty (40) consecutive Working Days of the commencement of the Work as specified in D9.
- D10.2 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.
- D10.3 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.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City Two Hundred and Fifty dollars (\$250) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D12. LAWS AND REGULATIONS

- D12.1 Further to C6.13, 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 (R2003) 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) Manitoba Highway Traffic Act;
- (h) City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets; and
- (i) Standards And Guidelines for the Mitigation of Methane Gas at Buildings and Utilities

D12.2 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 E2.2 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.

D13. LAND TITLE SEARCH

D13.1 The Contract Administrator will re-search the Title to the property immediately prior to demolition to confirm that no new interests have been acquired. The Contractor shall contact the Contract Administrator at least one (1) Business Day prior to commencement of the demolition to confirm that these arrangements have been completed and to obtain permission to proceed with the Work of the Contract.

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D14.1 Further to C6.27, 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).

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D15.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

INDEMNITY

D16. INDEMNITY

D16.1 Indemnity shall be as stated in C17.

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 their 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, the Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
02 81 00	Hazardous Materials – General Provisions
02 82 00.01	Asbestos Abatement – Type 1 (Low Risk) Precautions
23 00 10	Mechanical Work General Instructions
23 00 15	Common Work Results for Mechanical
23 05 05	Selective Demolition for Mechanical
26 05 00	Common Work Results for Electrical
26 05 05.01	Selective Demolition for Electrical
31 23 33.01	Excavating, Trenching and Backfilling

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G-001	Cover Page
C-101	Site Demolition Site Plan
C-102	Grading Plan
C-103	Tree Protection Plan
M-101	Mechanical Demolition Plan
E-101	Electrical Demolition Plan

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 other than gas and hydro, that service the building(s) to be demolished.
- E2.2 The Contractor shall disconnect and seal off all sewer and water service connections. If the Contractor is unable, or not licensed to complete this work, the Contractor shall subcontract the work to a subcontractor licensed by the City to do such work on behalf of the Contractor.
- E2.3 The Contractor shall provide each utility and the City's Water and Waste Department with adequate prior notification as to when they will require these disconnection and sealing off services.

E3. PROTECTIVE BARRICADES

- E3.1 The Contractor shall provide and erect all protective barricades as required for demolition of buildings in accordance with the requirements of the employment safety regulations under the Workplace Safety and Health Act, Employment Safety Act and Winnipeg By-Law No. 1481/77 pertaining to erection of barricades for protection.
- E3.2 The Contractor shall also provide additional temporary barricades or rope off temporary demolition zones in the street right of way as may be necessary for any dangerous demolition operation in order to keep the public away from the Site. Such temporary barricades shall be removed as soon as possible in order to prevent unnecessary interruption of traffic.
- E3.3 The Contractor shall be responsible for maintaining all protective barricades, including gates, walks, lights, etc. in a good operating condition for the entire period of the demolition to the satisfaction of the Contract Administrator.

E4. DEMOLITION

- E4.1 Further to C6.29, during the period between the award of Contract and the actual demolition, the Contractor shall maintain the building(s) in a boarded up state.
- E4.2 The Contractor shall demolish the existing buildings, structures, fences, sidewalks, retaining wall, concrete pile tops, wood pilings, etc. on the Site. The Contractor shall completely demolish all buildings and structures/foundations that are above and below ground and remove all debris and rubbish from the Site. The Contractor shall not store or permit debris or rubbish to accumulate on the Site for more than one Working Day. The Contractor shall completely clear the Site except for any existing trees, which the Contractor shall protect from damage.
- E4.3 The Contractor shall keep the exposed basement areas of the Site free of water until it has been backfilled to the satisfaction of the Contract Administrator. All equipment, pumps and appurtenances as may be required to keep these areas free of water shall be provided and maintained by the Contractor.
- E4.4 The Contractor shall carefully remove and salvage the large timber members in the Restaurant Building (at locations shown on the drawings) and deliver them to the Kilcona Park Yard. They shall be stored on cribbing that provides suitable support to prevent deformation and damage from ground contact or water. All hardware, fasteners, etc. shall be carefully removed from them before storage.
- E4.5 The Contractor shall fill and compact, in maximum 300 mm thick lifts, the area exposed by demolition with clean earth, in accordance with the City of Winnipeg Standard Construction Specifications, to a level 300 mm above the existing ground surface at the building site. 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 their expense.
- E4.6 The Contractor shall re-grade the site, after completion of all demolition work, to provide a gently sloped waterfront zone to the grades shown on the drawings. Backfilled below ground areas with the 300 mm mounds shall have the areas around them graded to drain to the pond or applicable existing drainage course to prevent ponding.
- E4.7 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.
- E4.8 The Contractor shall utilize rubbish chutes to carry down all rubbish from the building under demolition.

- E4.9 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.
- E4.10 The Contractor shall protect all existing trees located on the Site or within the street right-of-way from damage during the demolition operation.
- E4.10.1 The City trees must be protected according to the City's "Tree Protection During Construction" specifications. These specifications can be found on the City's website: https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Principles_and_Guidelines.pdf
- E4.11 The Contractor shall not remove existing trees and/or large shrubs without the written consent of the Contract Administrator.
- E4.12 The Contractor shall not burn debris or other material on the Site.
- E4.13 Unless directed otherwise by the Contract Administrator, the Contractor shall haul and deposit all material, except as described in E5.1 and E6, from the Site to the City's Brady Road Landfill site.
- E4.14 The City will be responsible for the tipping fees for all demolition material not salvaged or recycled by the Contractor.
- E4.15 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 E6.

E5. SALVAGED MATERIALS

- E5.1 All salvaged building materials resulting from the demolition including fixtures, except items noted hereinafter, shall become the property of the Contractor and shall be removed from the Site. All goods and chattels at the Site shall become the property of the City of Winnipeg, and shall be removed by the City prior to the demolition and sold to offset the cost of the demolition, unless in the judgment of the Contract Administrator these goods have no reclaimable value, in which case, these items shall be disposed of by the Contractor as refuse.
- E5.2 The Contractor shall carefully remove and salvage the large timber members in the Restaurant Building (at locations shown on the drawings) and deliver them to the Kilcona Park Yard. They shall be stored on cribbing that provides suitable support to prevent deformation and damage from ground contact or water. All hardware, fasteners, etc. shall be carefully removed from them before storage.
- E5.3 Service meters shall remain the property of the utility owning service.
- E5.4 The Contractor shall disconnect water meters and return them to the City of Winnipeg, Water and Waste Department, Emergency Services, Stores - 552 Plinquet Street, east end of building, within seven (7) days of disconnection.
- E5.5 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.

E6. RECYCLING OF CONCRETE

- E6.1 The Contractor shall recycle all rebar, concrete and concrete products by:
- (a) removing the rebar and crushing the concrete and concrete products to 100 mm down, utilizing the Contractor's own forces or others, then recycling the material as the Contractor sees fit; or

- (b) stockpiling rebar, concrete and concrete products on the Contractor's own property for future recycling as the Contractor sees fit; or
- (c) loading and hauling the separated rebar, concrete and concrete products directly to
 - (i) Brady Road Resource Management Facility (BRRMF) located at 1901 Brady Road, Winnipeg,
- (d) All loads arriving at the BRRMF must report to the Scale Building.
- (e) Any loads arriving on site at BRRMF that are deemed by the BRRMF Scale Operator to be contaminated with other materials shall be subject to additional charges.

E6.2 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

E7. HAZARDOUS MATERIALS

E7.1 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.

E8. VERIFICATION OF WEIGHTS

E8.1 All material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E8.2 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.

E8.3 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.

E8.4 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.

E8.5 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.

E9. TRUCK WEIGHT LIMITS

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.

APPENDIX A – ASBESTOS LABORATORY CERTIFICATE

APPENDIX B – ASBESTOS INVENTORY

APPENDIX C – VISUAL FIREPLACE & CHIMNEY ASSESSMENT