



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 409-2005

DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	5
Form G2: Irrevocable Standby Letter of Credit and Undertaking	7

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	3
D8. Workers Compensation	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Performance Security	4
D12. Subcontractor List	4
D13. Equipment List	4
D14. Detailed Work Schedule	4
D15. Engineering Report	5
D16. Fire Protection Sprinkler & Fire Detection System Decommissioning	5
D17. As-Built Drawings	6

Schedule of Work

D18. Commencement	6
D19. Substantial Performance	6
D20. Total Performance	7
D21. Liquidated Damages	7

Control of Work

D22. Laws and Regulations	7
D23. Job Meetings	8
D24. Office Facilities	8
D25. Coordination and Cooperation	8
D26. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	9

Measurement and Payment

D27. Payment Schedule	9
-----------------------	---

Warranty

D28. Warranty	9
Form H1: Performance Bond	10
Form H2: Irrevocable Standby Letter of Credit	12
Form J: Subcontractor List	14
Form K: Equipment	15

PART E - SPECIFICATIONS

General

E1. General	1
E2. Utilities	1
E3. Protective Barricades	1
E4. Building Security	2
E5. Existing Conditions	2
E6. General	3
E7. Hazardous Materials	4
E8. Detensioning of Steel Tendons	4
E9. Demolition	5
E10. Salvaged Materials	6
E11. Recycling of Materials	6
E12. Sitework Restoration	7

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 25, 2005.

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

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

B3. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder shall attend a Site Meeting on August 19, 2005 at 1:00 p.m. or August 22, 2005 at 1:00 p.m. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive. Safety footwear must be worn and is the responsibility of the bidder.

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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 shortly before submitting his Bid.
- 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. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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.

- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;

- (g) have a minimum of 10 years experience in the demolition business;
- (h) have successfully undertaken and completed a minimum of 3 demolition projects valued at \$500,000.00;
- (i) have experience in demolishing concrete and steel structures more than 70' – 0" in height;
- (j) have experience in dismantling and lowering equipment and structural components of this size and weight from these heights;
- (k) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 Further to B9.1(k) the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt.>)

B9.3 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.

B9.4 The Bidder shall provide on the request of the Contract Administrator, proof satisfactory to the Contract Administrator of the qualification requirements of the Bidder and of any proposed Subcontractor.

B10. BID SECURITY

B10.1 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.

B10.1.1 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.

B10.2 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.

- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
 - B11.1.1 Bidders or their representatives may attend.
 - B11.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B10 will not be read out.
- B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 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>.
- B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B12.2 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.

B13. WITHDRAWAL OF BIDS

- B13.1 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.
 - B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

- B13.1.2 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.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

- B14.1 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 B9 (pass/fail);
 - (c) Total Bid Price.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B14.4.1 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.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.4 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the demolition and disposal of the Winnipeg Arena at 1430 Maroons Road.
- D2.2 The major components of the Work are as follows:
- (a) Disconnect and cap off all underground and above ground utilities
 - (b) De-tension 60 post tension steel tendons prior to demolition
 - (c) Remove and dispose of exterior asbestos cladding on north side of building
 - (d) Demolish the complete building, components, fencing and parking lot
 - (e) Removal of all foundations to 1 metre below ice level from the site
 - (f) Recycle all concrete, brick, concrete block and steel materials
 - (g) Remove all heating piping in the underground concrete duct traversing Rapelje Avenue
 - (h) Remove the empty aboveground fuel tank (approximately 10,000 gallons)
 - (i) Backfill all excavated site with clean fill and grade level to neighbouring sidewalks and roadways

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) “**Submission Deadline**” and “**Time and Date Set for the Final Receipt of Bids**” mean the time and date set out in the Bidding Procedures for final receipt of Bids.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Len Rocke
Project Officer
Planning, Property and Development Department
Civic Accommodations Division – Technical Services Branch
3rd Floor – 65 Garry Street
Winnipeg, Manitoba R3C 4K4
Telephone No. (204) 986-2148 Cellular: 479-5456
Facsimile No. (204) 947-2284
Email lrocke@winnipeg.ca

- D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 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.

D6. NOTICES

- D6.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. WORKERS COMPENSATION

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D9.2 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>.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D10.3.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition work".

D10.4 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.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of one hundred percent (100%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of one hundred percent (100%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of one hundred percent (100%) of the Contract Price.

D11.1.1 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.

D11.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D13. EQUIPMENT LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D14. DETAILED WORK SCHEDULE

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D14.2 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;

all acceptable to the Contract Administrator.

D14.3 Further to D14.2(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:

D14.4 The schedule shall identify the complete sequence of demolition activities and dates for the commencement and completion of each major element of deconstruction including the following:

- (a) Mobilization on site
- (b) Capping of all sewer, & water services, disconnection of sprinkler and electrical services
- (c) De tensioning 60 post tension steel tendons
- (d) Demolition and removal of interior salvageable components, piping, wiring etc.
- (e) Removal of any identified hazardous materials, asbestos exterior cladding on north side of building
- (f) Removal of any identified hazardous materials
- (g) Demolition of building roof structure
- (h) Demolition of building steel superstructure
- (i) Demolition of building concrete structure
- (j) Removal of tanks, boilers and piping throughout the building
- (k) Demolition of building foundation, including slabs and all pile caps, to 1 metre below ice level
- (l) Removal of all demolished concrete and steel to recycling locations
- (m) Demolition of asphalt parking lot, concrete ramps, curbs, fencing, trees and free standing signs on property
- (n) Removal of all demolished materials to a clean site
- (o) Backfilling, site grading and remediation work
- (p) Demobilization from site
- (q) Total performance

D15. ENGINEERING REPORT

D15.1 The Contractor shall provide an Engineers Report outlining the methods of demolition including all safety precautions and procedures proposed for this demolition at least ten (10) business days prior to the commencement of any demolition work on the site. The Engineer is required to provide periodic site investigations during the actual demolition to confirm method of demolition is being adhered to. Submitted Report must be stamped and sealed by Professional Engineer of Manitoba. The report must be to the approval of the Contract Administrator and authority having jurisdiction.

D16. FIRE PROTECTION SPRINKLER & FIRE DETECTION SYSTEM DECOMMISSIONING

D16.1 The Contractor shall provide a proposal for approval of the authorities having jurisdiction for the proposed decommissioning of the fire sprinkler system and fire detection alarm system during the demolition of the arena.

D17. AS-BUILT DRAWINGS

D17.1 The Contractor shall provide complete As-Built drawings at project completion of all below grade foundation walls and piles remaining on site. Details to include pile diameter, depth below finish grade and location of all below grade substructures.

SCHEDULE OF WORK

D18. COMMENCEMENT

D18.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D18.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (vii) the equipment list specified in D13;
 - (viii) the detailed work schedule specified in D14; and
 - (ix) the stamped engineers report as specified in D15.
- (b) the Contractor has attended a meeting with the Contract Administrator.

D18.3 The Contractor shall commence the Work on the Site within fourteen (14) Working Days of receipt of the letter of intent.

D18.4 Work must be continuous from start to project completion.

D18.5 Provide the necessary manpower, supervision, equipment and materials to maintain and complete the project on schedule.

D18.6 Perform work during following period:

- (a) Normal working hours 08:00 through to 17:00 (Monday to Friday).
- (b) Provide 48 hours notice to Contract Administrator of any request to work outside normal working hours.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance by March 31, 2006.

D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance by April 28, 2006.

D20.2 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.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 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 three-hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D22. LAWS AND REGULATIONS

D22.1 Further to GC:6.11, the Contractor shall carry out all demolition work in strict compliance with all applicable regulations, acts, codes, and by-laws including but not restricted to the following:

- (a) CSA Code S350-M1980 Code of Practice for Safety in Demolition of Structures;
- (b) Provincial Building Code;
- (c) Winnipeg Building By-Law;
- (d) Workplace Safety and Health Act;
- (e) City of Winnipeg Streets By-law;
- (f) City of Winnipeg Traffic By-law;
- (g) City of Winnipeg Vacant Building By-law;
- (h) Manitoba Highway Traffic Act;
- (i) City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets; and

D22.2 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.

D22.3 Further to GC:6.12, the City has applied for the Demolition Permit. Once processed the Contractor shall pick up and pay for the Demolition Permit after the sewer and water service is capped. The Contractor shall remove and cap all the sewer and water services as described in D14.4(f) and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same.

D23. JOB MEETINGS

D23.1 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 and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D24. OFFICE FACILITIES

D24.1 The Contractor will be assigned an area by the Contract Administrator for the location of the Contractor's office facilities.

D24.2 The Contractor shall:

- (a) provide and maintain in clean condition during the progress of Work, adequate lighting, heating and ventilation in the office facilities with space for filing and layout of Contract Documents and Contractor's normal site office staff;
- (b) provide and pay for a minimum of one telephone and one fax machine;
- (c) provide adequate required first aid facilities;

D24.3 Subcontractors may provide their own office facilities as necessary. Direct inquires about the locations of these offices to the Contract Administrator.

D24.4 Sanitary Facilities

D24.4.1 Further to GC:6.28 (f), the Contractor shall provide sufficient sanitary facilities for workers in accordance with local health authorities and provide regular maintenance of these facilities in clean condition.

D25. COORDINATION AND COOPERATION

D25.1 The Contract Administrator will inspect for compliance with the requirements of governing authorities, adherence to specified procedures and materials and to inspect for final performance and completion.

D25.2 Cooperate with Contract Administrator to inspect work progress.

D25.3 City shall incur no additional costs for any additional labour or materials expended by the Contractor to rectify unsatisfactory conditions or to provide performance to the level specified as requested by the Contract Administrator.

D25.4 Other Trades

Further to GC:6.25, the specifications shall be read by all trades to acquaint them with the nature of the work required. Failure to do so will not relieve them of any responsibilities for

cooperation in coordinating the work and preventing delay and for the supply and installation of materials required for this work.

D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D26.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D27. PAYMENT SCHEDULE

D27.1 The Contractor shall submit a copy of the demolition permit.

D27.2 Further to GC.9.03, payment shall be in accordance with the following payment schedule:

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

WARRANTY

D28. WARRANTY

D28.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D28.2 Notwithstanding GC.10.01, GC.10.02 and D28.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

FORM H1: PERFORMANCE BOND
(See D11)

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. 409-2005

DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

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 D11)

(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. 409-2005
DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

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 K: EQUIPMENT
(See D13)

DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

<p>1. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D13)

DEMOLITION OF WINNIPEG ARENA – 1430 MAROONS ROAD

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are for reference purposes only:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-1	Demolition Plan
DA2	Floor Plan Level #1
DA3	Floor Plan Level #2
DA4	Floor Plan Level #3
DA5	Floor Plan Level #4
DA6	Small Scale Plan Level #5
DA7	Floor Plan Level #6
2-00	Pile & Caisson Plan
2-01	Foundation Plan
2-02	Foundation Plan
2-03	Concourse Plan
2-05	Office Area Floor Plan
2-07	Deck & Standee Level Plan
2-09	Plan of Girt Beams
2-11	Column Schedule
2-12	Column Schedule
2-13	Boiler House Ramp & Retaining Walls
2-14	Ice Floor Foundation
2-15	Typical Sections
2-16	Typical Sections

E2. UTILITIES

E2.1 The Contractor shall arrange and pay for the appropriate utility to disconnect and seal off from the Site, all service lines, pipes or conduits including sewer, water and hydro, that service the building(s) to be demolished. The Contractor shall confirm, cooperate and coordinate with the appropriate utilities for proper disconnection, capping and removal.

E2.2 The Contractor shall disconnect and seal off all sewer and water service connections including sprinkler line. All sewer and water disconnects must be done by a licensed contractor approved by the City of Winnipeg to do such work.

E2.3 The Contractor shall provide each utility with adequate prior notification as to when they will require these disconnection and sealing of services.

E2.4 If required the Contractor will be responsible for any temporary power and lighting required at any time during the demolition process.

E3. PROTECTIVE BARRICADES

E3.1 The Contractor shall provide and erect all protective barricades as required in accordance with the requirements of the employment safety regulations under the Workplace Safety and Health Act, Employment Safety Act and Winnipeg By-Law No. 1481/77 pertaining to erection of barricades for protection.

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

E3.3 The Contractor shall be responsible for maintaining all protective barricades, fencing, gates, walkways, lights, etc. in good operating condition for the entire period between the Award of Contract and the completion of this demolition project. Ensure all protective barriers and barricades are installed to prevent access by unauthorized personnel.

E4. BUILDING SECURITY

E4.1 The Contractor shall provide Building Security for off hours when the Contractor is not on site.

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

E4.3 Security Personnel shall consist of 1 guard at building entrance security office at all times. Interior building security checks will be required during all non-working hours.

E4.4 Security Personnel will be required until such time as all electrical, sprinkler and fire protection systems have been disconnected and removed.

E4.5 The Contractor must ensure the Security personnel have cellular phone communications and adequate accommodations i.e. site trailer with heat and sanitary facilities as required.

E5. EXISTING CONDITIONS

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

E5.2 The hazardous materials that have been removed from within the building. These being: brine solution from the under floor header and piping lines, all refrigerants from the ice plant compressors, chiller unit and small split system air conditioning and refrigeration units. Asbestos pipe wrap insulation and PCB contaminated lighting ballasts. The diesel generator and fuel tank have been removed.

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

E5.4 The sewer and water, and electrical power utilities remain connected and in operation.

E5.5 Manitoba Hydro has been commissioned to remove and dispose of all 6 high voltage transformers, bus bars and switch gear adjacent to transformer vault. Coordinate with Manitoba Hydro for the decommissioning and removal. The Contractor is responsible for all temporary power and lighting which may be required during the demolition.

E5.6 The dedicated fire protection sprinkler service and fire alarm detection system are in operation and must be decommissioned in stages during the demolition project to approval of Winnipeg Fire Paramedic Service.

E5.7 The 60 post tension stranded steel 250 ksi tendons (30 on each side of arena) must be detensioned prior to any demolition work on the upper decks. Detensioning as per following procedures. Work must be done by qualified and certified tradesmen capable of this type of work.

E5.8 All salvage materials within the building shall become the property of the Contractor except for items listed below. The Contractor will be responsible to remove, load, deliver and unload listed items to City of Winnipeg warehouse within City limits.

- (a) All fire hose cabinets, hoses, extinguishers and fire department connections in hose cabinets.
- (b) Fire booster pump, accessories and all related electrical equipment for operation of same.
- (c) The 4 Jumbotrons and related equipment have been sold and will be removed by new purchaser at their expense. Cooperate with sign company on removal if signs are still on site.

E6. GENERAL

E6.1 General and Related Work

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

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

E6.1.3 It is the intent that Work performed under this Section will result in the entire demolition and removal of all building, structures and equipment on the site known as 1430 Maroons Road.

E6.2 Outline of Work

E6.2.1 Attend one of the mandatory site meetings prior to Bid Opportunity closing to confirm the site conditions and extent of work in this contract. Report any discrepancies to Contract Administrator immediately.

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

E6.3 Dust Control

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

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

E6.3.3 The Contract Administrator reserves the right to require the Contractor to take action to minimize dust if deemed necessary.

E6.3.4 Keep noise, dust, and inconvenience to occupants of neighbouring buildings to a minimum.

E6.3.5 Provide temporary dust screens, covers, railings, supports, and other protection as required.

E6.3.6 Cooperation and consideration to be given to neighbouring business and operations as approved by Contract Administrator.

E6.4 Notification

E6.4.1 Notify Sanitary Landfill site as per local requirements.

E6.4.2 Inform all workers on site of the presence of any hazardous areas.

E6.5 Protection

E6.5.1 Prevent movement, settlement or damage of adjacent structures, services, walks, paving, trees, landscaping and adjacent grades. Provide any necessary bracing, shoring or underpinning as required. Repair damage caused by demolition as directed by Contract Administrator at Contractors expense.

- E6.5.2 Support affected structures and cease operations and notify Contract Administrator if safety of structure being demolished or adjacent structures appear to be endangered. Provide Contract Administrator with corrective measures stamped by a professional engineer licensed to practise in the Province of Manitoba. Perform all necessary works, once approved by Contract Administrator at the Contractor's expense.

E7. HAZARDOUS MATERIALS

- E7.1 If asbestos or other hazardous materials are discovered during the Work of the Contract, the Contractor shall stop all work immediately and notify the Contract Administrator. The Contract Administrator will determine measures to be taken for removal of the hazardous materials before the Contractor may resume work on the site.
- E7.2 Remove and dispose of all asbestos exterior cladding along the north end of building at high level along front entrance and lower roof area prior to the demolition of the Arena. Asbestos Type 1 removal to all provincial standards and regulations.

E8. DETENSIONING OF STEEL TENDONS

E8.1 References

- E8.1.1 Canadian Standards Association (CSA).
(a) CSA S350- M1980(R2003), Code of Practice for Safety in Demolition of Structures.

E8.2 Existing Conditions

- E8.2.1 Post – tensioned tendons and support structures to be demolished to be based on their condition at time of examination prior to bidding.
- E8.2.2 Existing 60 steel tendons (30 each side of Arena) connected to bottom chord of Steel Girder Truss on Grid lines G and B to be removed. Approximate tendon length 60 metres.

E8.3 Protection

- E8.3.1 Prevent movement of tendons and damage to adjacent structures and finishes. Provide bracing and restraint as required.

E8.4 Submittals

- E8.4.1 Prior to commencement of work on site submit detailed work plan indicating method of de-tensioning, restraint methods and specific hardware incorporated, materials and methods employed, project schedule, and list of subcontractors.

E8.5 Scheduling

- E8.5.1 Ensure project time lines are consistent with overall demolition schedule. Comply with overall demolition plan schedule.

E8.6 Execution

E8.6.1 Preparation

- (a) Ensure all electrical, mechanical, telephone, and any other service lines attached or adjacent to truss bottom chord and tendons have been removed.
- (b) Provide temporary confinement to tendon groups at maximum 4500mm on centre. Wrap tendon groups and bottom chord with 10mm cable, utilizing proper cable hardware. Provide confinement wrap at 300mm and 600mm intervals on both sides of tendon cutting location, in addition to typical confinement wrap at maximum 4500mm on centre entire length.

- (c) Remove steel restraint plates at tendon anchorage points, to allow tendon to release energy at each end.
- (d) Fix vertical steel plate of sufficient size 3 metres away from end of tendon in trajectory of tendon and wedges, to intercept wedges.

E8.6.2 De-tensioning Process

- (a) Remove all personnel from immediate area.
- (b) Plunge high speed circular metal saw into one tendon only, at centreline of tendon length, cutting full tendon in one motion.
- (c) Remove detensioned tendon sections over entire length.
- (d) Tighten confinement cables.
- (e) Adjust vertical steel plate location as required.
- (f) Alternate cutting of tendons on each side of bottom chord of truss. Repeat de-tensioning process until all tendons are de-tensioned.

E9. DEMOLITION

- E9.1 Notify neighbouring businesses prior to start of work and anytime during demolition work which may cause minor disruption to their respective business.
- E9.2 Inspect property with Contract Administrator for existing site conditions and work plan for actual demolition work as per work schedule submitted and approved by Contract Administrator.
- E9.3 Ensure all permits are in place acceptable to all governing authorities having jurisdiction.
- E9.4 Ensure all street closings are applied for and approved prior to any street closing.
- E9.5 Do not commence demolition work without approval of the Contract Administrator.
- E9.6 Proceed to demolish structures in an organized and professional manner.
 - E9.6.1 The Contractor shall demolish the existing building, structures, fences, sidewalks, parking lot, and free standing signs. on the Site. The Contractor shall completely demolish all buildings and structures/foundations that are above and below grade and remove all debris and rubbish from the Site. The Contractor shall not store or permit debris or rubbish to accumulate on the Site.
 - E9.6.2 The Contractor shall ensure that the demolition operation be conducted with the minimum interference with streets, sidewalks, etc. No salvage material shall be placed or stored on streets, sidewalks, etc. within or surrounding the Site.
 - E9.6.3 The Contractor shall remove all existing trees located on the Site or within the property.
 - E9.6.4 The Contractor shall not burn debris or other material on the Site.
 - E9.6.5 Demolish and remove all foundations, slabs, and pile caps. Foundations must be removed to a minimum of 1 M below ice level.
 - E9.6.6 Remove existing equipment and services in building areas to be demolished.
 - E9.6.7 At end of each day's work, leave work in safe and stable condition.
 - E9.6.8 Keep materials wetted if necessary to minimize dust as directed by Contract Administrator.
 - E9.6.9 All trucks must be covered prior to leaving site.
 - E9.6.10 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.

E9.6.11 The Contractor shall leave the entire site, which includes everything above and below ground, clean and free of all rubble and debris.

E9.7 Site Report

E9.7.1 The Contractor shall provide a weekly site report to the Contract Administrator consisting of the following:

- (a) Number of personnel on site daily;
- (b) Equipment working on site;
- (c) Number of trucks hauling materials from site and destination;
- (d) Summary of weekly activities;
- (e) Additional information upon request from Contract Administrator.

E10. SALVAGED MATERIALS

E10.1 All salvaged building materials resulting from the demolition including fixtures, except items previously noted, 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

E10.2 Service meters shall remain the property of the utility owning service.

E10.3 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.

E10.4 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.

E11. RECYCLING OF MATERIALS

E11.1 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.

E11.2 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.

E11.3 Other deleterious materials shall be disposed of at the City of Winnipeg Brady Road Landfill. Copies of all Brady Road Landfill dumping receipts are to be provided monthly to the Contract Administrator.

E11.4 The Contractor must provide the Contract Administrator with the end location for all salvaged metals.

E11.5 Recycling of Concrete

E11.5.1 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, 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 rebar, concrete and concrete products directly to the Maple Leaf Construction Yard located at 2245 Brookside Boulevard, Winnipeg. The City will pay for crushing costs and the Contractor shall pay for all costs related to loading and hauling of the material to the crushing plant. The recycled materials will become the property of Maple Leaf Construction.

E11.6 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

E12. SITEWORK RESTORATION

E12.1 Products

E12.1.1 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 100 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 E12.1.1(a)

E12.2 Execution

E12.2.1 Sequences of 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 grade the property to 300 mm above finished grade.
 - (ii) The excavations will be backfilled with clean fill, as defined in Clause E12.1.1(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.
- (e) Cleanup
 - (i) The Contractor shall remove all asphalt paving areas prior to leaving the site and any material that may have collected or spilled on any public street. The finished site shall have no exposed construction debris and shall be clean and neat in every respect.

- E12.2.2 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.
- E12.2.3 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.