



## **THE CITY OF WINNIPEG**

**QUALIFICATION OPPORTUNITY NO. 8-2014**

**REQUEST FOR QUALIFICATIONS FOR THE DEMOLITION OF SMALL BUILDINGS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Qualification Application	1
Form B: Qualification Questionnaire	3
Form J: Subcontractor List	6
Form K: Equipment	7

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Intent of Qualification	1
B3. Submission Deadline	1
B4. Enquiries	1
B5. Addenda	2
B6. Qualification Submission	2
B7. Qualification Application	3
B8. Qualification	3
B9. Qualification Evaluation	4
B10. Opening of Bids and Release of Information	5
B11. Notification of Status	5

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work`	1
D3. History	1
D4. Definitions	1
D5. Contract Administrator	2
D6. Suspension and Removal from the Pre-qualified Bidders List	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Workers Compensation	2
D9. Insurance	2

#### Schedule of Work

D10. Commencement	3
-------------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	1
E3. Laws and Regulations	1
E4. The Workplace Safety and Health Act (Manitoba) – Qualifications	1
E5. Utilities	2
E6. Protective Barricades	2
E7. Demolition	2
E8. Salvaged Materials	4
E9. Recycling of Concrete	4
E10. Hazardous Materials	5
E11. Verification of Weights	5
E12. Truck Weight Limits	5

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR QUALIFICATIONS FOR THE DEMOLITION OF SMALL BUILDINGS

### **B2. INTENT OF QUALIFICATION**

B2.1 The intent of this submission is to provide the City with sufficient information to qualify Bidders to perform Demolition of Small Buildings from February 1, 2014 to December 31, 2017.

B2.2 Applicants wishing to be qualified shall complete the Qualification Application and the Qualifications Questionnaire documents.

B2.2.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.

B2.3 All Demolitions of Small Building projects are estimated to be under \$50,000.00 and will be issued to pre-qualified Bidders only. Only Bidders qualified under this Request for Qualifications will be invited to bid on projects from the pre-qualified Bidder's list on a rotating basis.

B2.4 Qualification of Bidders to bid on prospective Work shall not be construed as a commitment by the City to award contracts to any Bidder or to pay any costs incurred by the Bidder in preparing a response or otherwise in relation to this statement.

B2.5 The City reserves the right to request an update of security statement information at any time for the duration of the time period stated in B2.1.

B2.6 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in the Qualification Submission.

B2.7 The pre-qualified Bidder is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, security information, insurance or any other information which may affect its pre-qualified status with the City.

### **B3. SUBMISSION DEADLINE**

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 17, 2014.

B3.2 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 B3.1.

B3.3 The City reserves the right to add or delete Bidders during the period stated in D2.1 in the best interest to the City.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Applicant finds errors, discrepancies or omissions in the Qualification Opportunity, or is unsure of the meaning or intent of any provision therein, the Applicant 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 Qualification Opportunity will be provided by the Contract Administrator to all Applicants 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 Qualification Opportunity will be provided by the Contract Administrator only to the Applicant who made the enquiry.
- B4.5 The Applicant 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 Qualification 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 Applicant is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Applicant shall acknowledge receipt of each addendum in Paragraph 6 of Form A: Qualification Application. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

**B6. QUALIFICATION SUBMISSION**

- B6.1 The Qualification Submission consists of the following components:
- (a) Form A: Qualification Application;
  - (b) Form B: Qualification Questionnaire;
  - (c) Form J: Subcontractor List;
  - (d) Form K: Equipment.
- B6.2 All components of the Qualification Submission shall be fully completed or provided, and submitted by the Applicant no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Qualification Submission.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1 and B2.2.1.
- B6.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Qualification Opportunity document, including the General Conditions, may result in the Qualification Submission being determined to be non-responsive.
- B6.5 The Bid may be submitted by mail, courier, personal delivery, or by facsimile transmission.
- B6.6 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B6.6.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.7 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B6.7.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B6.9 The pre-qualified Bidders already on the previous list will be required to re-submit a new Qualification Submission.**

## **B7. QUALIFICATION APPLICATION**

B7.1 The Applicant shall complete Form A: Qualification Application, making all required entries.

B7.2 In Paragraph 3 of Form A: Qualification Application, the Applicant shall identify a contact person who is authorized to represent the Applicant for purposes of the Qualification.

B7.3 Paragraph 7 of Form A: Qualification Application shall be signed in accordance with the following requirements:

- (a) if the Applicant is a sole proprietor carrying on business in his own name, it shall be signed by the Applicant;
- (b) if the Applicant is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Applicant is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Applicant 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.

B7.3.1 The name and official capacity of all individuals signing Form A: Qualification Application shall be printed below such signatures.

B7.3.2 All signatures shall be original.

B7.4 If a Qualification Application is submitted jointly by two or more persons, the word "Applicant" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Applicants in the Qualification Submission and the Contract, when awarded, shall be both joint and several.

## **B8. QUALIFICATION**

B8.1 The Applicant 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.

B8.2 The Applicant and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt/>.

- B8.3 The Applicant and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- B8.4 Further to B8.3(c), the Bidder shall provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) 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
  - (b) 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
  - (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 Division website at <http://www.winnipeg.ca/matmgt/>).
- B8.5 The Applicant shall complete Form B: Qualification Questionnaire giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Applicant's qualification to undertake the Work.
- B8.6 The Applicant should complete Form J: Subcontractor List and be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Applicant and of any proposed Subcontractor.
- B8.7 The Applicant should complete Form K: Equipment and be prepared, on the request of the Contract Administrator, full access to any of the Applicant's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Applicant's equipment and facilities are adequate to perform the Work.

## **B9. QUALIFICATION EVALUATION**

- B9.1 Evaluation of Qualification Submissions shall be based on the following criteria:
- (a) Completeness of responses to stated requirements;
  - (b) Qualifications of key individuals;
  - (c) Demolition experience;
  - (d) References.
- B9.2 Further to B9.1(a), the Award Authority may reject a Qualification Submission as being non-responsive if the Qualification 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 Qualification Submission, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

- B9.3 Further to B9.1(b), the Award Authority shall reject any Qualification Submission submitted by an Applicant who does not demonstrate, in his Qualification Submission or in other information required to be submitted, that he is responsible and qualified.
- B9.4 Further to B9.1(c) the Award Authority may reject the Qualification Submission as non-responsive if the key personnel identified in Clause 1 of the Qualification Questionnaire, do not have the minimum Demolition experience specified.
- B9.5 Further to B9.1(d) the Award Authority may reject any Qualification submitted by an applicant whose references are of a continuously disapproving nature or whose work experience is not consistent with the qualifications required to perform a variety of Work for small building demolitions.
- B9.6 The City may request clarification from Applicants to assist in making its evaluations.

**B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Qualification Submissions will not be opened publicly.

**B11. NOTIFICATION OF STATUS**

- B11.1 All Applicants submitting this Qualification Application shall be notified regarding the acceptability of their submission.
- B11.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 Any work performed as a result of this Request for Qualifications will be subject to The *General Conditions for Construction* (Revision 2006 12 15).
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Qualification Opportunity to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Construction*.



## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Pre-qualified Bidders List shall consist of the Demolition of Small Buildings, or any other related type of Work as specified by the Contract Administrator or designated representative for the period of February 1, 2014 to December 31, 2017.

D2.2 The Work shall be done on an "as required" basis during the term of the Pre-qualified Bidders List in accordance with D2.1.

D2.2.1 The type and quantity of Work to be performed under this Pre-qualified Bidders List shall be as authorized from time to time by the Contract Administrator and/or designated representative.

D2.2.2 Subject to C7.4, the City shall have no obligation under the Pre-qualified Bidders List to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 The City will have arranged to have the gas and hydro connections disconnected and meters removed by others.

D2.4 If asbestos or other hazardous materials are encountered during the Work of the Contract, the pre-qualified Bidder/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.

D2.5 Response for emergency demolitions must be provided the same day on an as required basis, hours paid will be actual on the job time noted and approved by the Contract Administrator or designated representative.

#### D3. HISTORY

D3.1 To accomplish the scope of work indicated in this document the City has employed the following type of equipment in previous demolition work:

- (a) track mounted backhoes such as John Deere Model 590, Case Model 9030B or Cat Model 322B;
- (b) hydraulic "thumb" attachments with the buckets on the above type of equipment;
- (c) concrete breaker attachments on track mounted backhoes;
- (d) various rubber tire tractors such as front end loaders with buckets, concrete breakers and backhoes as attachments;
- (e) hauling trucks such as tandems and tractor trailer;
- (f) equipment hauling trucks such as "low boy" tractor trailers.

#### D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**Applicant**" means any person submitting this Qualification package for the purposes of Qualifying as a Bidder of Minor Electrical System Maintenance and Modifications;

- (b) "**Bidder**" means a Bidder who is pre-qualified to bid on the Work (part of the Pre-qualified Bidders list);
- (c) "**COR**" means Certificate of Recognition. The Workplace Safety and Health Division of Manitoba Labour and Immigration recognizes COR certification as a demonstration that a company has an effective safety & health program.
- (d) "**SECOR**" means the Small Employer Certificate of Recognition Program. It's an occupational health and safety accreditation program that verifies a fully implemented safety & health program with meets provincial standards.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:
- Tracy Stople  
Project Officer  
Planning Property and Development  
Telephone No. (204) 986-2221  
E-mail: [tstople@winnipeg.ca](mailto:tstople@winnipeg.ca)

#### **D6. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED BIDDERS LIST**

- D6.1 Suspension and/or removal from the Pre-qualified Bidders List may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the work resulting from this Request for Qualification.

### **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 Pre-qualified Bidder 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. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, 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.

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D9.3.1 **The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition work".**
- D9.4 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 Contract Administrator.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Bidder/Contractor shall not be placed on the Pre-qualified Bidders List or commence any Work that results from this Request for Qualifications 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 C6.15;
    - (iii) evidence of the Workplace Safety and Health Program specified in B8.3(c);
    - (iv) evidence of the qualifications in accordance with B8.3; and
    - (v) evidence of the insurance specified in D9.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to C2.4(d) and C2.4(f), Specifications and Drawings prepared by the City for Work resulting from this Request for Qualifications, shall govern over *The City of Winnipeg Standard Construction Specifications*.

#### **E2. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- E2.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

#### **E3. LAWS AND REGULATIONS**

- E3.1 Further to C6.12, 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;
  - (i) Manitoba Workplace Safety and Health Regulation – Part 33 – Demolition Work; and
  - (j) National Building Code of Canada (2010).
- E3.2 Further to C6.12, the City has applied for the Demolition Permit and it should be in place by the time the successful Bidder receives a purchase order for the Work. The Contractor shall pick up and pay for the Demolition Permit **prior** to the Contractor having removed and capped the sewer and water service lines as described in E5 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same. The Contractor may be charged an additional deposit, if the sewer and water service lines are not removed prior to picking up the Demolition Permit.

#### **E4. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- E4.1 Further to B8.4, 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 its sole discretion and acting reasonably, require updated proof of compliance, as set out in B8.4.

## **E5. UTILITIES**

- E5.1 The Contractor shall cut-off and abandon all sewer and water service pipes. If the Contractor is 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.
- E5.2 The Contractor shall arrange and pay for the appropriate utility to disconnect and seal off from the Site, all service lines, pipe or conduits other than gas and hydro, that service the building(s) to be demolished.
- E5.2.1 The Contractor shall provide each utility with adequate prior notification as to when they will require these disconnections and sealing off services.
- E5.3 Further to D2.3, the City has arranged to have the gas and hydro connections disconnected and meters removed.
- E5.4 Meters that are located within the building, refer to Clause E8.4.

## **E6. PROTECTIVE BARRICADES**

- E6.1 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.
- E6.2 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.
- E6.3 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.

## **E7. DEMOLITION**

- E7.1 Further to C6.27, during the period between the award of Contract and the actual demolition, the Contractor shall maintain the building(s) in a boarded up state.
- E7.2 The Contractor shall complete a thorough check of the interior of building and premises just prior to starting the demolition. The Contractor shall stop work and notify the Contract Administrator if the building is inhabited with unauthorized persons or animals.
- E7.3 The Contractor shall remove from the building or structure before demolition work begins:
- (a) glass, metal cornices or other material that may shatter.
  - (b) any flammable or explosive materials or gas cylinders
    - (i) where anything mentioned in E7.3(b) cannot be removed, it is made safe.
- E7.4 The Contractor shall have a competent person supervising the demolition Work at all times when demolition Work is in progress.
- E7.5 The Contractor shall demolish the existing buildings, structures, fences, sidewalks, etc. on the Site. The Contractor shall completely demolish all buildings and structures/foundations that are above and below ground 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.
- E7.6 The Contractor shall completely clear the Site except for any existing trees unless directed otherwise by the Contract Administrator.

- E7.6.1 The Contractor shall protect all existing trees located on the Site or within the street right-of-way from damage during the demolition operation.
- E7.6.2 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: [http://winnipeg.ca/publicworks/Forestry/documents/Principles\\_and\\_Guidelines.pdf](http://winnipeg.ca/publicworks/Forestry/documents/Principles_and_Guidelines.pdf)
- E7.6.3 The Contractor shall not remove existing trees and/or large shrubs without the written consent of the Contract Administrator.
- E7.6.4 For removal or pruning of an existing tree, the Contractor shall hire and pay for a certified International Society of Arboricultural (ISA) arborist that is licensed in Manitoba to remove trees/branches on the Site that pose a potential safety risk.
- E7.6.5 Prior to the removal or pruning of an existing tree, the Contractor shall identify if it is an elm tree. The Contractor shall dispose of all elm wood at the Brady Road Landfill site in a timely manner. In accordance with the Forest Health Protection Act, it is illegal to store elm wood for any purpose. Elm trees cannot be pruned from April 1 to July 31.
- E7.7 The Contractor shall keep the exposed basement areas of the Site free of water until it has been backfilled to the satisfaction of the Contract Administrator. All equipment, pumps and appurtenances as may be required to keep these areas free of water shall be provided and maintained by the Contractor.
- E7.8 The Contractor shall remove all fences on the property, except the ones that separate properties, unless directed otherwise by the Contract Administrator.
- E7.9 The Contractor shall fill the area below the existing ground exposed by the demolition with clean earth to a depth of 300 mm above the surface of the existing ground at the Site of the building.
- E7.9.1 The clean earth fill shall be free of debris and rubbish of any kind and be approved by the Contract Administrator.
- E7.9.2 The Contractor shall not place backfill material until the Contract Administrator has inspected the excavation. Should any backfill be placed before the permission of the Contract Administrator has been obtained, the excavation shall be re-opened by the Contractor, at his expense.
- E7.10 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.
- E7.11 The Contractor shall utilize rubbish chutes to carry down all rubbish from the building under demolition where necessary.
- E7.12 The Contractor shall ensure that the demolition operation be conducted with the minimum interference with streets, sidewalks, etc. No salvage material shall be placed or stored on streets, sidewalks, etc. within or surrounding the Site.
- E7.13 The Contractor shall not burn debris or other material on the Site.
- E7.14 Unless directed otherwise by the Contract Administrator, the Contractor shall haul and deposit all material, except as described in Clause E8.1 and E9, from the Site to the City's Brady Road Landfill site.
- E7.15 The City will be responsible for the tipping fees for all demolition material not salvaged or recycled by the Contractor.
- E7.16 The Contractor shall submit, within twenty-four hours of a request by the Contract Administrator, how many tonnes of organic/building material and how many tonnes of concrete/rubble each Site is expected to generate. The Contractor shall haul the two materials separately; no mixed loads will be accepted at the Brady Road Landfill site or the concrete crushing plant described in E9.1(d).

## **E8. SALVAGED MATERIALS**

- E8.1 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.
- E8.1.1 For City owned properties:
- (a) all goods and chattels at the Site shall become the property of the City, 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 become the property of the Contractor.
- E8.1.2 For privately owned properties:
- (a) all goods and chattels at the Site shall be disposed of by the Contractor as refuse.
- E8.2 Service meters shall remain the property of the utility owning service.
- E8.3 The Contractor shall contact the City's Water and Waste Department, Water Billing at (204) 986-2455 and arrange to have the water turned off and water meter removed.
- E8.3.1 The Contractor shall return abandoned water meters to the City's Water and Waste Department, Emergency Services, Stores - 552 Plinguet Street, east end of building, within seven (7) days of disconnection.
- E8.3.2 The Contractor shall supply the Contract Administrator with the water meter receipt received from the City's Water and Waste Department. The receipt shall accompany the Contractor's invoice.
- E8.4 Should the gas meter be located in the building at time of demolition, the contractor shall retrieve and return it to Manitoba Hydro Stores (Receiving Door) located at 400 Dovercourt Drive. Notify Manitoba Hydro at (204) 360-5874 in advance of meter delivery.

## **E9. RECYCLING OF CONCRETE**

- E9.1 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 clean concrete without rebar directly to Brady Road Landfill site or
  - (d) loading and hauling clean concrete with or without rebar directly to:
    - (i) Rakowski Cartage and Wrecking Ltd.'s crushing site located at 1227 Redonda Street at Springfield Road.
    - (ii) Site contact is Paul, Cell (204) 694-0591 Office Phone: (204) 233-0402
    - (iii) The facility is open Monday to Friday, from 7:00 a.m. to 5:30 p.m.
    - (iv) The Concrete must be free of foreign and /or organic material or it may be refused at dumping site. The maximum size of the hauled salvageable concrete arriving at the crushing site should not exceed 600mm diameter in size. The crushing site may reject any oversized material arriving at the site. The amount of rebar in the material is not a problem.
    - (v) The Contractor is responsible for dumping at his own cost and shall pay for all costs related to loading and hauling of the material to the crushing plant.
    - (vi) Upon arrival at the crushing facility, the Contractor shall notify the crushing operator of the haul location and an estimate of the number of loads to be hauled from the

Site. The crushing facility operator will provide the Contractor with a load summary sheet on the last load and the Contractor must submit this sheet with their invoice.

- (vii) The City will pay for crushing costs.
- (viii) The recycled materials will become the property of Rakowski Cartage and Wrecking Ltd.

E9.2 The Contractor shall not stockpile rebar, concrete or concrete products at the Site.

## **E10. HAZARDOUS MATERIALS**

E10.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instructions by the Contract Administrator.

E10.1.1 Hazardous materials may include, but not limited to, asbestos containing materials, PCB light ballasts, mercury containing thermostats, and refrigerants.

E10.2 The Contractor shall stop all Work and notify the Contract Administrator if ammunition, firearms, bombs, and other potential explosive devices are encountered.

## **E11. VERIFICATION OF WEIGHTS**

E11.1 All material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E11.2 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.

E11.3 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.

E11.4 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.

E11.5 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.

## **E12. TRUCK WEIGHT LIMITS**

E12.1 The City shall not pay for any portion of material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.