

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Truck Hauling Zone Maps are applicable to the Work:

E2. SERVICES

- E2.1 The Work to be performed under this Contract shall consist of the hauling of gravel pit products from the City's Transcona Pit; gravel pit products from the City's Pine Ridge Pit; quarry products from the City's supplier's quarries; to such locations as shall be designated from time to time by the Contract Administrator, or his representative.
- E2.2 Gravel Pit products from the Transcona Pit, located approximately 1 km East of P.T.H. 207 and 2 km North of P.T.H. 15 or 5.0 km from the intersection of P.T.H. 101 and Metro Route 115:
- E2.3 Hauling to designated locations within or beyond zones of haul radiating from the intersection of P.T.H. 101 and Metro Route 115, as defined in E3 and dumping there. These zones are referred to as zones T-1, T-2, T-3, T-4, etc.
- E2.4 Gravel Pit products from the Pine Ridge Pit, located approximately one (1) km North of the intersection of Garven Road and Heatherdale Road or approximately 12.7 km from the intersection of P.T.H. 101 and Metro Route 20:
- E2.5 Hauling to designated locations within or beyond zones of haul radiating from the intersection of P.T.H. 101 and Metro Route 20, as defined in E3 and dumping there. These zones are referred to as zones G-1, G-2, G-3, G-4, etc.
- E2.6 Quarry Products from the City of Winnipeg supplier's quarries located North of the Town of Stony Mountain on P.T.H. Number 7. Prices to be calculated from a point on P.T.H. Number 7, 12 km north of the intersection of P.T.H. 7 (Metro Route 90) and P.T.H. 101.
- E2.7 Hauling to locations within or beyond designated zones of haul, radiating from the intersection of P.T.H. 101 and Metro Route 90, as defined in E3 and dumping there. These zones are referred to as zones S-1, S-2, S-3, S-4, etc. as shown on the Truck Hauling Zone Map Number 1.

E3. ZONES OF HAUL

- E3.1 The zones of haul referred to in Section E2 are as shown on Truck Hauling Zone Maps number 1, 2, and 3 accompanying Bid Opportunity documents, and are defined as follows:
- (a) Zone one consists of the area that is within a two kilometre radius of the designated street intersection.
 - (b) Zone two consists of that area that is within a four kilometre radius, but that is not within a two kilometre radius of the designated street intersection.
 - (c) Zone three consists of that area that is within a six kilometre radius, but that is not within a four kilometre radius of the designated street intersection.
 - (d) Zone four consists of that area that is within an eight kilometre radius, but that is not within a six kilometre radius of the designated street intersection.
 - (e) Zones more distant than zone four are defined in a similar manner to the foregoing.

E4. EQUIPMENT

- E4.1 Rear dump trucks will be required for all Work except as stated in Clause E4. Trucks shall be fitted with suitable boxes to prevent loss of material and to facilitate dumping so that no time will be lost in dumping material upon arrival at the point of delivery.
- E4.2 Bottom dump trucks may be required to haul material from time to time from the Pine Ridge gravel pit, Transcona Gravel Pit, or the Quarries as listed in Clause E2. These trucks shall be constructed in such a way that gravel products may be evenly spread onto gravel roadways.
- E4.3 The use of Triple Axles, A Trains and B Trains will not be permitted unless prior approval is given by the Contract Administrator, or his designate. Requests for approval must be on a job by job basis. Circumstances affecting each job will be reviewed by the Contract Administrator, or his designate, whose decision on the use of A and B Trains will be final.
- E4.4 Every truck shall have painted thereon, or on a sign fastened thereon, on both sides of the vehicle, in a conspicuous place or manner, the name of the registered owner.
- E4.5 Every truck shall have an operating back-up alarm. Trucks without suitable working alarms will not be permitted to work.
- E4.6 Truck boxes must be clean and free from extraneous material.

E5. INSPECTION OF EQUIPMENT

- E5.1 The hauling equipment shall be subject to inspection by a person appointed by the Contract Administrator, or his designate, as to suitability, mechanical condition and compliance with the conditions stated herein.

E6. WORK CONDITIONS

- E6.1 All materials to be hauled will be loaded into the Contractor's trucks by the City, or consequently at the City's expense.
- E6.2 Contractor's trucks will normally be loaded between 7:30 a.m. and 3:30 p.m. Monday to Friday. These hours of operation may be extended to accommodate peak periods at the sole discretion of the Contract Administrator or his designate.
- E6.3 The Contractor shall familiarize himself with all the details of the Work under this Contract beforehand.
- E6.4 Before submitting his Bid Submission, the Contractor shall investigate thoroughly such matters as the nature and the amount of Work involved and shall predetermine the number of trucks he may be required to supply at any one time. During the Construction Season daily requirements for trucks could fluctuate from zero to twenty depending on weather and job conditions, etc.
- E6.5 The Contractor shall at all times when called upon immediately supply a sufficient number of trucks to perform the Work under this Contract in a manner satisfactory to the Contract Administrator. No allowance shall subsequently be made to the Contractor by reason of any error or misjudgement on his part in this connection.
- E6.6 If, in the opinion of the Contract Administrator, the Contractor is not delivering material in a satisfactory manner, the Contract Administrator, or his designate, may demand more trucks or people to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the Contract Administrator may hire additional trucks and people and charge any additional cost of such hire to the Contractor. Such trucks and people may be hired on an hourly basis, on a tonne-kilometre basis, on a tonne-trip basis, or any other basis at the

discretion of the Contract Administrator. The City may reduce any payment to the Contractor by the amount of any additional expenses incurred.

- E6.7 Notwithstanding Clause E6.5 the Contract Administrator may at his sole discretion, hire trucks at the City's expense, or employ City trucks, on such terms as he may deem advisable.
- E6.8 No claim shall be made by the Contractor after the submission of his Bid that there was any misunderstanding as to his responsibility in securing for himself information relative to the nature or amount of the Work to be done or as to the conditions imposed by the Contract. After awarding of the Contract, no claim shall be made against the City by the Contractor, on the grounds that the City or any of its officials, servants or agents had knowledge or information with respect to the nature or amount of the Work, which was not communicated to him.
- E6.9 If the City is unable to contact the Contractor within 30 minutes, either by phone or in person, when additional trucks are required, then the Contract Administrator may hire additional trucks and people and charge any additional cost of such hire to the Contractor.

E7. MANITOBA HIGHWAY TRAFFIC ACT

- E7.1 It shall be the Contractor's responsibility to comply with all sections of the Manitoba Highway Traffic Act and regulations thereunder, in all facets of his operations, including but not limited to containment of load and weights.

E8. INSPECTION OF WORK

- E8.1 The Work shall be subject to inspection by a person appointed by the Contract Administrator for this purpose, and his directions and orders shall be carried out, but the Contractor shall have the right to appeal to the Contract Administrator from such orders or directions of the Inspector and the Contract Administrator's decision shall be final.

E9. DETERMINATION OF WEIGHTS

- E9.1 When required by the Contract Administrator, trucks will report for weighing to City Weigh Scales located at the Transcona Pit, the Pine Ridge Pit and or any other truck weigh scale.

E10. MEASURE FOR PAY QUANTITY

- E10.1 Payment for hauling gravel pit products from Transcona Pit (Part 1 of Form B: Prices), gravel pit products from Pine Ridge Pit (Part 2 of Form B: Prices), quarry products from Stony Mountain (Part 3 of Form B: Prices), shall be based on the weight of product hauled. All weighing of trucks will take place on legal for trade Government Certified Scales. All product trucked from the Transcona Pit, the Pine Ridge Pit, the Stony Mountain Quarries shall be weighed for payment at the pit from which the load originates.
- E10.2 All such weighing shall include weighing each empty truck daily prior to receiving its first load. This weight (tare weight) shall be used for the balance of the day to calculate the weight of product being hauled (net weight).
- E10.3 The City reserves the right to require trucks, either loaded or empty, to proceed to the nearest Weigh Scale to verify the load delivered. Any loss of material shown shall be charged to the Contractor at a price to be determined by the Contract Administrator, including a resultant reduction in the hauling rate to correspond with the reduced load.

E11. BASIS OF PAYMENT

- E11.1 Where hauling is required beyond the most distant zone indicated on Form B: Prices, the Contractor shall be paid the price for hauling to the most distant zone, plus the price per two-kilometre zone indicated in Form B: Prices, for each two-kilometre zone or fraction thereof that the material is hauled beyond the most distant zone indicated.
- E11.2 Where hauling is to be done by bottom dump trailers, the Contractor shall be paid his price per tonne for the appropriate zone he hauls the material to plus the bottom dump surcharge per tonne stated in Form B: Prices.
- E11.3 When quarry products are hauled from the City of Winnipeg supplier's Quarries North of the Town of Stony Mountain, the Contractor shall be paid his price per tonne, of quarry products hauled, from a point on P.T.H. Number 7, 12 km north of the intersection of P.T.H. 7 (Metro Route 90) and P.T.H. 101, to the appropriate hauls zone as shown on Truck Hauling Zone Map No.1, **plus** the Alternate Quarry premium price per tonne he states in Form B: Prices.
- E11.4 The City of Winnipeg supplier's Quarries are listed below.
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| (a) Mulder Construction & Materials | Section-5 Township-14 Range-2E |
| (b) Bison Rock & Asphalt Products Ltd. | Section-4 Township-14 Range-2E |
| (c) Chabot Ent. Ltd. | Section-13 Township-14 Range-5E |
| (d) Inland Aggregates Ltd. | Section-5 Township-14 Range-2E |
| (e) Lafarge Canada Inc. | Section-9 Township-14 Range-2E |
| (f) Borland Construction Inc. | Section-9 Township-14 Range-2E |
- E11.5 The prices bid on Form B: Prices shall include the supply of all labour and equipment, the cost of temporary Work, and all risks and contingencies whatsoever, and no claim for any extra payment, including delays on the Work, will normally be recognized. If any delay of Work is incurred, the Contractor may in writing request compensation for same. If the Contract Administrator deems the delay inordinate, he may at his sole discretion make payment for same. Such payment will not be made at a rate less than the current hourly rate paid by the City of Winnipeg for the type of truck involved.
- E11.6 The City will not pay for the hauling of the portion of a load in excess of the legal weight limits as defined in the City of Winnipeg Traffic By-Law and any amendments thereto.
- E11.7 Where hauling is to be done by a tandem truck, the Contractor shall be paid his price per tonne for the appropriate zone he hauls the material to plus the tandem truck surcharge per tonne stated in Form B: Prices.
- E11.8 Where the City has requested a partial trailer be delivered to fulfil a customer and a tandem is too small to haul the load. The City will pay the Contractor one half the volume difference between a full load and that actually hauled. Where the City requests a partial tandem load be delivered to fulfil a customer order the same principle shall apply and the City will pay half the volume difference from a full tandem load.

E12. PLACING MATERIALS

- E12.1 Definition of dumping as used within this Contract to include spreading of material as required by the Contract Administrator or his representative.

E13. TRAFFIC BY-LAW NO. 1573/77

E13.1 All Work performed by the Contractor under this Contract, with respect to regulations of traffic, shall be governed by the regulations as set forth by the City of Winnipeg Traffic By-Law No. 1573/77 and any amendments thereto.

E14. LOAD TICKETS

E14.1 All load tickets for the delivery of limestone material must be returned to the Pine Ridge Pit the next business day following delivery.

E14.2 No payment will be made for the limestone material and the hauling of the limestone, if load tickets are not returned to the Pine Ridge Pit the next business day following delivery.

E14.3 No payment will be made for the limestone material and hauling, if load tickets are not signed by the person taking delivery of the limestone