



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 352-2009

REMOVAL AND DISPOSAL OF SANDBAGS AT VARIOUS LOCATIONS

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Section 3 – South of Bishop Grandin – East and West of the Red River

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REMOVAL AND DISPOSAL OF SANDBAGS AT VARIOUS LOCATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 6, 2009.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site(s) without making an appointment.

B3.2 The Bidder is advised that the Site(s) are on private property and the Contractor shall notify the property owner before accessing the Site(s).

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least one (1) Business Day prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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.

B4.5 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.

B4.6 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 one (1) Business Day prior to the Submission Deadline, or provide at least one (1) Business Day 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 N/A

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a)
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 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
- B7.7.1 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.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 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;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

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

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

B10.4 The Bidder shall submit, within one (1) Business Day of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 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.

B10.6 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B10.7 Where the Bidder cannot comply with B10.6 the Bidder shall provide the Contract Administrator with a Safe Work Plan within one (1) Business Day of a request by the Contract Administrator.

B10.8 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 Division website at
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

- B10.9 The Bidder shall submit, within one (1) Business Day of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.10 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website 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 Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 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 for the time period specified in Paragraph 9 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 C22.5, 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 10 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 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.

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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Section 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 or minor informalities or irregularities 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 or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Section Price shall be the sum of the quantities multiplied by the unit prices for each item shown in each Section on Form B: Prices.

B14.4.1 If there is any discrepancy between the Section Price written in figures, the Section Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B14.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.

B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.

B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of a section upon which he has not bid.

B14.5.3 Where a Bidder submits the lowest evaluated responsive Bid for more than one section and the City determines that the Bidder does not have the resources available to perform the Work of more than one or two sections, the City shall have the right to choose which section(s) will be awarded to the Bidder.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract 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 in accordance with B14 .

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of removal and disposal of sandbags currently situated on private or City owned property in the form of dikes.

D2.2 The major components of the Work are as follows:

- (a) Removal of sandbags from the dikes at various locations along the Red and Assiniboine Rivers within the City of Winnipeg.
- (b) Loading, hauling and disposing of the removed sandbags at Brady Road Landfill or at an approved disposal site.
- (c) The locations and approximate sandbag counts are attached in Appendix A.
- (d) The removal of the sandbags is separated into three (3) sections as shown on the location drawing in Appendix A and described below:
 - (i) Section 1 – On the Assiniboine River and North of the Assiniboine River.
 - (ii) Section 2 – South of the Assiniboine River to North of Bishop Grandin Boulevard.
 - (iii) Section 3 – South of Bishop Grandin Boulevard - East and West of the Red River.
- (e) If required, any damages caused by the Contractor.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrators for the three (3) contract areas are as follows:

Section 1 – On the Assiniboine and North of the Assiniboine

MMM Group, represented by:

Rob Borody, P. Eng.
Contract Administrator
111 – 93 Lombard Ave.
Winnipeg, MB R3B 3B1

Telephone No. (204) 272-2006
Facsimile No. (204) 943-4948

Section 2 – South of the Assiniboine to North of Bishop Grandin

KGS Group, represented by:

Rob Kenyon
Contract Administrator
3rd Floor, 865 Waverley Street
Winnipeg, MB R3T 5P3

Telephone No. (204) 896-1209
Facsimile No. (204) 896-0754

Section 3 – South of Bishop Grandin – East and West of the Red River

AECOM Canada Ltd., represented by:

Mike Seavers, C.E.T.
Team Lead, Technical Services
99 Commerce Drive
Winnipeg, MB R3P 0Y7

Telephone No. (204) 284-0580
Facsimile No. (204) 475-3646
Before commencement of Work, the Contract Administrators will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5. NOTICES

- D5.1 Notwithstanding C22.3, 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 Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, unlicensed equipment liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (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); said insurance to remain in place at all times during the performance of the Work; such insurance may be met through the commercial general liability cover where applicable;
- (c) insurance for equipment and tools used during the performance of the Work that may be owned, rented, leased or borrowed.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least one (1) Business Day after the award of Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D7; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8.3 The Contractor shall commence the Work on the Site within one (1) Calendar Day of receipt of the notice of award.

D8.3 The City intends to award this Contract(s) by May 7, 2009.

D9. TOTAL PERFORMANCE

D9.1 The Contractor shall achieve Total Performance within 15 (fifteen) consecutive Calendar Days of the commencement of the Work as specified in D8.

D9.2 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.

D9.3 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.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve Total Performance in accordance with the Contract within 15 (fifteen) Calendar Days, the Contractor shall pay the City fifteen hundred dollars (\$1,500) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D11.1 Further to C6.23, 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).

D12. SAFETY

D12.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D12.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D12.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D13. INSPECTION

D13.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

- D13.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

MEASUREMENT AND PAYMENT

D14. PAYMENT

- D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

- D15.1 The Warranty stated in C12 is not applicable to the removal and disposal of sandbags except as noted in D15.2.
- D15.2 Any repairs to damage as noted in E3 shall be subject to the Warranty as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Sandbag Locations – City of Winnipeg – to 1:00 p.m. April 17, 2009 (Appendix A)

E2. SERVICES

E2.1 The Contractor shall use manpower to remove the sandbags to minimize damage to the Site.

E2.2 Disposal of Sandbags

(a) All sandbags that have been submersed in water shall be considered hazardous waste and disposed of at the Brady Road Landfill. Sandbags that have not been submersed shall be taken to the following locations:

(i) Assiniboine Zoo, west end of the Zoo yard, entering through Gate 6 off of Commissary Drive – 100 tonnes or approximately 7,000 bags.

(ii) 1539 Waverley, by the chain link fence facing Chevrier – 150 tonnes or approximately 10,000 bags.

(iii) 1500 Plessis, Front Parking Lot - 450 tonnes or approximately 30,000 bags.

(a) Dry sandbags are located in the Kingston Row Area in Section 2, South of the Assiniboine River and to the North of Bishop Grandin Boulevard, as the crest of the river did not reach these sandbags.

(b) Additional dry sandbags, located in other locations, shall be verified in the field by the Contract Administrator before disposal at any site other than Brady Road Landfill. Any dry sandbags in excess of the required quantities specified in E2.2(a) may be taken by the Contractor or disposed of at the Brady Landfill.

E2.3 Site Clean Up

(a) The Contractor shall remove all materials associated with the construction of the sandbag dikes.

E3. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

E3.1 Further to C9.4 of the General Conditions, special care shall be taken to avoid any damage to the existing adjacent structures or properties during the course of the Work.

E3.2 Any damage caused by the negligence of the Contractor or his Subcontractors to the adjacent structures or properties shall be promptly restored by him at his own expense, to the satisfaction of the Contract Administrator.

E3.3 The Contractor will not be held responsible for any damage that has resulted from previous activities on the Site or damage beneath the sandbag dikes. The Contractor shall exercise due caution on the removal of the lower portions of the sandbag dikes such that the material immediately beneath the dike is not further disturbed or damaged.

E3.4 Any damage caused by the negligence of the Contractor or Subcontractors shall be restored at their expense to original site conditions to the satisfaction of the Contract Administrator.

E4. TRUCK WEIGHT LIMITS AND VERIFICATION OF WEIGHTS

E4.1 Truck Weight Limits

E4.1.1 The Contractor is reminded of weight restrictions of vehicles included in the City of Winnipeg Traffic By-law.

E4.1.2 The Contractor is advised that there will be no payment for any portion of a commodity that results in the vehicle exceeding the allowable gross vehicle weight for that vehicle.

E4.2 Verification of Weights

E4.2.1 All products that are paid for on a weight basis shall be weighed on a scale certified by Consumer and Corporate Affairs, Canada. The weigh scales which have already been approved for use are listed below:

(a) Brady Road Landfill – Tipping fees at Brady Road Landfill will NOT be waived.

(b) Rocky Road Recycling located on Cole Avenue west of the intersection of Grey Street

E4.2.2 All weigh tickets shall have the gross weights and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale. The tare weight and net weight may either be hand written or machine printed. The vehicle licence plate number shall also be either hand written or machine printed on the ticket for tracking purposes.

E4.2.3 All tickets shall be submitted to the Contract Administrator daily.

E4.2.4 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 Contractors' scales for Consumer and Corporate Affairs' certification seals.

(b) Observing weighing procedures.

(c) Random checking of either gross or tare weights by having such trucks, as the Contract Administrator shall select, weighed at the nearest available certified scale.

E4.2.5 No charge shall be made to the City for any delays or loss of production caused by vehicle verification of weights.

E4.2.6 Arrangements for the use of alternate independent scales shall be made by the Contractor and shall be at no cost to the Contract.

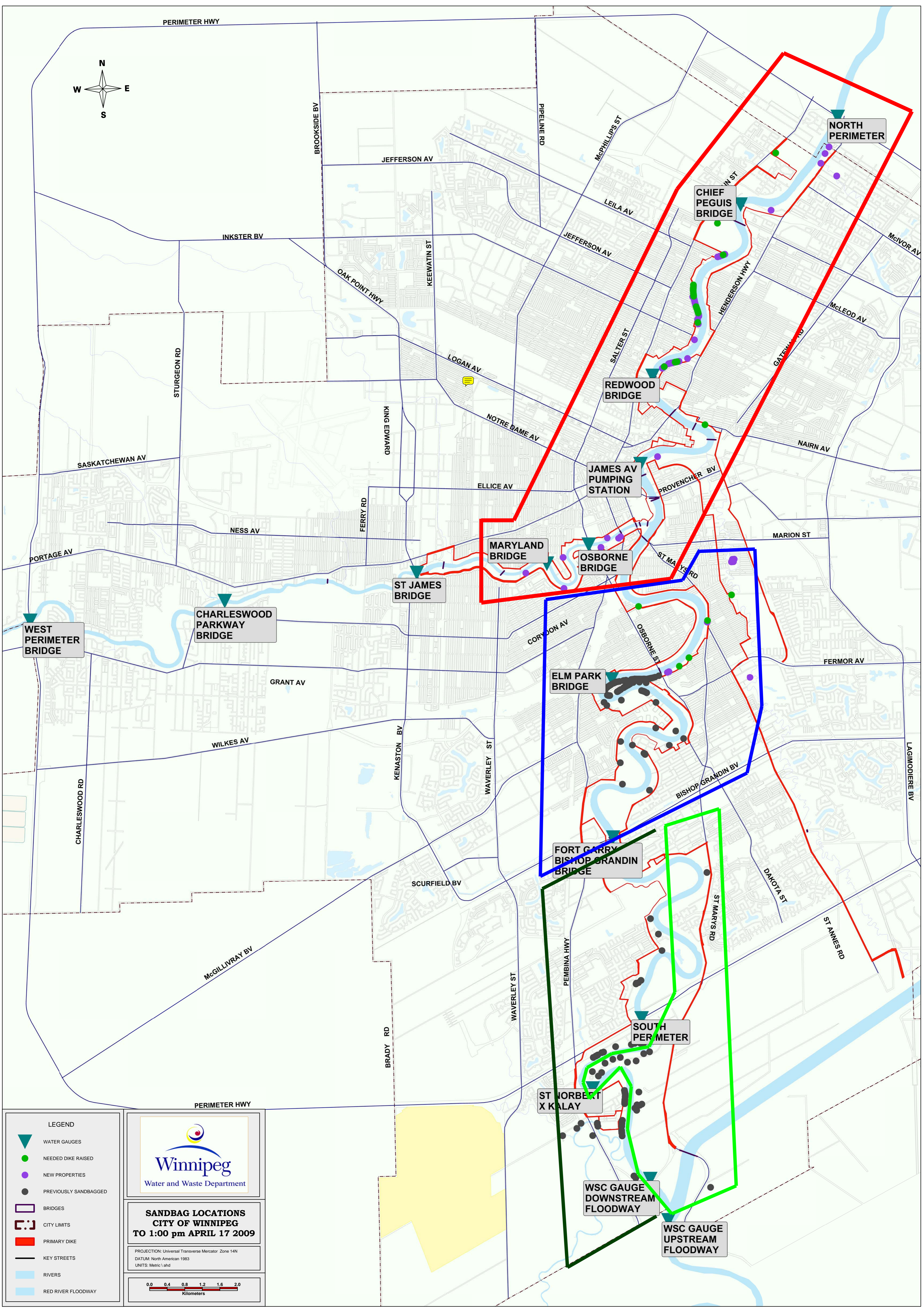
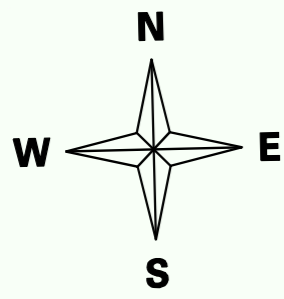
E5. METHOD OF MEASUREMENT

E5.1 The removal and disposal of sandbags shall be measured on a weight basis. The weight to be paid for shall be the number of tonnes removed and disposed in accordance with this specification and accepted by the Contract Administrator, as measured on a certified weigh scale.

E6. BASIS OF PAYMENT

E6.1 The removal and disposal of sandbags will be paid for at the Contract Unit Price per tonne for "Removal and Disposal of Sandbags" at each specified Site, measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Contract.

APPENDIX A
SAND BAG LOCATIONS AND COUNT



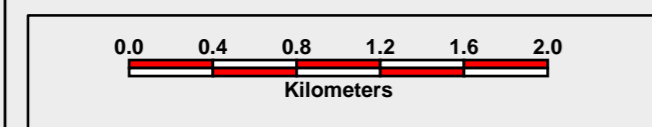
LEGEND

- Water Gauges (Green triangle)
- Needed dike raised (Green circle)
- New properties (Purple circle)
- Previously sandbagged (Black circle)
- Bridges (Red outline)
- City limits (Dashed line)
- Primary dike (Red line)
- Key streets (Blue line)
- Rivers (Blue line)
- Red River floodway (Light blue line)



**SANDBAG LOCATIONS
CITY OF WINNIPEG
TO 1:00 pm APRIL 17 2009**

PROJECTION: Universal Transverse Mercator Zone 14N
DATUM: North American 1983
UNITS: Metric 1:hd



On the Assiniboine and North of the Assiniboine (1)

Address	Street	Contract Number	Bag Count
436	Assiboine	1	4000
310	Bredin	1	500
444	Bredin	1	1000
67	Delbrook	1	500
50	Eastwood	1	500
160	Glenwood	1	500
204	Glenwood	1	1000
216	Glenwood	1	1000
218	Glenwood	1	1000
226	Glenwood	1	500
228	Glenwood	1	2000
232	Glenwood	1	500
250	Glenwood	1	1000
262	Glenwood	1	500
266	Glenwood	1	1000
270	Glenwood	1	1000
284	Glenwood	1	500
296	Glenwood	1	500
298	Glenwood	1	500
302	Glenwood	1	1500

On the Assiniboine and North of the Assiniboine (1)

Address	Street	Contract Number	Bag Count
304	Glenwood	1	500
308	Glenwood	1	500
320	Glenwood	1	500
322	Glenwood	1	500
324	Glenwood	1	1500
2112	Henderson Hwy	1	500
1388	Kildonan Dr	1	500
1	Luxton	1	1200
2021	Main	1	1200
346	Nairn St.	1	25000
210	Scotia	1	500
211	Scotia	1	1200
217	Scotia	1	700
222	Scotia	1	500
233	Scotia	1	700
243	Scotia	1	500
245	Scotia	1	700
247	Scotia	1	1700
249	Scotia	1	1200
251	Scotia	1	700

On the Assiniboine and North of the Assiniboine (1)

Address	Street	Contract Number	Bag Count
255	Scotia	1	5200
259	Scotia	1	1700
261	Scotia	1	1200
263	Scotia	1	1200
265	Scotia	1	2700
271	Scotia	1	1700
275	Scotia	1	700
279	Scotia	1	1200
281	Scotia	1	1200
285	Scotia	1	700
287	Scotia	1	700
289	Scotia	1	700
291	Scotia	1	700
295	Scotia	1	700
299A	Scotia	1	1200
301	Scotia	1	3700
303	Scotia	1	3700
305	Scotia	1	2700
307	Scotia	1	2700
311	Scotia	1	3200

On the Assiniboine and North of the Assiniboine (1)

Address	Street	Contract Number	Bag Count
319	Scotia	1	700
323	Scotia	1	1700
329	Scotia	1	2700
333	Scotia	1	2700
337	Scotia	1	3200
341	Scotia	1	1700
345	Scotia	1	3200
347	Scotia	1	2700
457	Scotia	1	700
459	Scotia	1	700
459-465	Scotia	1	1000
465	Scotia	1	4700
465-471	Scotia	1	500
471	Scotia	1	700
473	Scotia	1	700
475	Scotia	1	700
477	Scotia	1	700
479	Scotia	1	700
866	St. Joseph	1	500
21	Roslyn	1	1500

On the Assiniboine and North of the Assiniboine (1)

Address	Street	Contract Number	Bag Count
29	Roslyn	1	1500
43	Roslyn	1	2000
237	Wellington Cr	1	500
245	Wellington Cr	1	1500
277	Wellington Cr	1	2000
365	Wellington	1	500
703	Wellington	1	500
86	Westgate	1	500
	The Forks	1	1500
277, 279, 285	Bonner Ave	1	3000
		Total	142500

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
20	Churchill	2	500
926	Crescent Dr	2	150
498	Dubuc	2	1000
501	Dubuc	2	1000
45	Egerton	2	1000
740	Holly Ave	2	9000
131	Kingston Rw	2	1500
20	Lyndale Dr. (2 loc.)	2	1200
98	Lyndale Dr.	2	500
198	Lyndale Dr.	2	500
329	North Dr	2	1500
409	North Dr	2	2500
417	North Dr	2	5500
761	North Dr	2	10000
1660	Pembina	2	500
1750	Pembina	2	500
605	River Ave	2	4000
90	River Road	2	500

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
41	Salme	2	2000
	Sommerset (end)	2	1000
400	South Dr (Ravens.)	2	15000
500	South Dr	2	250
754	South Dr	2	500
554	St. Mary's	2	3500
15	Tod	2	500
64	Victoria	2	1500
94	Victoria	2	1500
170	Victoria	2	500
163	Kingston Rw	2	1000
175	Kingston Rw	2	500
179	Kingston Rw	2	500
181	Kingston Rw	2	500
183	Kingston Rw	2	500
185	Kingston Rw	2	500
187	Kingston Rw	2	500
191	Kingston Rw	2	1500

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
193	Kingston Rw	2	500
195	Kingston Rw	2	500
197	Kingston Rw	2	1000
201	Kingston Rw	2	500
203	Kingston Rw	2	1000
205	Kingston Rw	2	500
207	Kingston Rw	2	500
209	Kingston Rw	2	1000
211	Kingston Rw	2	500
213	Kingston Rw	2	500
215	Kingston Rw	2	500
217	Kingston Rw	2	500
219	Kingston Rw	2	1000
221	Kingston Rw	2	500
222	Kingston Rw	2	500
223	Kingston Rw	2	500
225	Kingston Rw	2	500
227	Kingston Rw	2	500

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
229	Kingston Rw	2	500
231	Kingston Rw	2	500
233	Kingston Rw	2	500
235	Kingston Rw	2	500
237	Kingston Rw	2	1000
239	Kingston Rw	2	500
240	Kingston Rw	2	500
241	Kingston Rw	2	1000
243	Kingston Rw	2	500
245	Kingston Rw	2	500
247	Kingston Rw	2	500
315	Kingston Cr	2	500
321	Kingston Cr	2	500
323	Kingston Cr	2	500
327	Kingston Cr	2	500
335	Kingston Cr	2	500
341	Kingston Cr	2	1000
343	Kingston Cr	2	1000

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
345	Kingston Cr	2	1000
347	Kingston Cr	2	500
349	Kingston Cr	2	500
359	Kingston Cr	2	1000
361	Kingston Cr	2	1000
363	Kingston Cr	2	1000
365	Kingston Cr	2	500
367	Kingston Cr	2	1000
369	Kingston Cr	2	1000
371	Kingston Cr	2	1500
377	Kingston Cr	2	1000
381	Kingston Cr	2	1000
395	Kingston Cr	2	1000
397	Kingston Cr	2	1000
399	Kingston Cr	2	1000
401	Kingston Cr	2	1000
425	Kingston Cr	2	500
427	Kingston Cr	2	500

South of the Assiniboine to North of Bishop Grandin (2)

Address	Street	Contract Number	Bag Count
429	Kingston Cr	2	2500
433	Kingston Cr	2	3000
435	Kingston Cr	2	2500
445	Kingston Cr	2	1000
447	Kingston Cr	2	1500
449	Kingston Cr	2	1500
451	Kingston Cr	2	1000
453	Kingston Cr	2	1000
457	Kingston Cr	2	1000
461	Kingston Cr	2	500
463	Kingston Cr	2	500
469	Kingston Cr	2	1000
Bridge Approach between 347 and 349 Kingston Cr		2	1000
Riverdale Av LDS between 429 and 433 Kingston Cr		2	1000
			130100

South of Bishop Grandin and East of the Red River (3)

Address	Street	Contract Number	Bag Count
135	Christie Rd.	3	17000
195	Christie Rd.	3	1000
240	Christie Rd.	3	2000
310	Christie Rd.	3	1000
351	Christie Rd.	3	4500
383	Christie Rd.	3	1000
435	Christie Rd.	3	5000
520	Christie Rd.	3	3500
525	Christie Rd.	3	2000
	Christie Rd.	3	2000
20	Forbes Rd.	3	4000
21	Forbes Rd.	3	500
49	Forbes Rd.	3	4500
65	Forbes Rd.	3	5500
81	Forbes Rd.	3	5500
130	Greenview	3	8000

South of Bishop Grandin and East of the Red River (3)

Address	Street	Contract Number	Bag Count
85	Jean Louis	3	3500
85	Newport	3	2500
2912	St. Mary's	3	500
			73500

South of Bishop Grandin and West of the Red River (3)

Address	Street	Contract Number	Bag Count
35	Campeau	3	2000
45	Campeau	3	1500
49	Campeau	3	2000
730	Cloutier Drive	3	1000
800	Cloutier Drive	3	500
808	Cloutier Drive	3	1500
820	Cloutier Drive	3	7000
824	Cloutier Drive	3	3000
830	Cloutier Drive	3	1000
840	Cloutier Drive	3	250
1046	Des Trappistes	3	2500
1070	Des Trappistes	3	5000
1086	Des Trappistes	3	500
1152	Des Trappistes	3	500
991	Ducharme	3	2500
866	Kilkenny (house dike)	3	3000

South of Bishop Grandin and West of the Red River (3)

Address	Street	Contract Number	Bag Count
8	Lord	3	1000
16	Lord	3	1000
32	Lord	3	1000
38	Lord	3	1000
44	Lord	3	1500
48	Lord	3	1000
South of 48 Lord Ave		3	3000
40	Macbell	3	1500
65	Macbell	3	2500
565	Parkwood	3	6000
4	Seier	3	2000
100	St. Pierre	3	9500
104	St. Pierre	3	500
112	St. Pierre	3	1500
116	St. Pierre	3	1500
128	St. Pierre	3	3000

South of Bishop Grandin and West of the Red River (3)

Address	Street	Contract Number	Bag Count
152	St. Pierre	3	500
156	St. Pierre	3	1000
160	St. Pierre	3	2000
168	St. Pierre	3	500
180	St. Pierre	3	1000
124	Turnbull	3	7750
			84000