



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 364-2009**

**REMOVAL AND DISPOSAL OF CLAY DIKES AND LIMESTONE ACCESS RAMPS  
FROM VARIOUS LOCATIONS**

**NOTE: SEE B10.6 - QUALIFICATION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REMOVAL AND DISPOSAL OF CLAY DIKES AND LIMESTONE ACCESS RAMPS FROM VARIOUS LOCATIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 7, 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.

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 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.

B7.3 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.4 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)

B7.5 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.6 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

B7.6.1 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.

B7.7 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.7.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.8 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 one (1) Business Day 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.**

B10.7 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.

B10.8 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) Total Bid Price.

- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements 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 Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid 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 will be awarded as a whole.

## **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](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 clay dikes from various locations on private property and City streets and disposal of the clay at the Brady Road Landfill or reuse of the clay for flood protection works along the rivers in Winnipeg.
- (b) Removal and stockpile of limestone used for temporary limestone access ramps at various sites along the rivers in Winnipeg.
- (c) Plans identifying the site locations are attached in Appendix A.
- (d) The approximate quantities of materials at each site are tabulated in E2.1.

#### **D3. CONTRACT ADMINISTRATOR**

The Contract Administrator will be:

AECOM Canada Ltd., represented by:

Jeff Tallin, P.Eng.

Senior Geotechnical Engineer

99 Commerce Drive

Winnipeg, MB R3P 0Y7

Telephone No. (204) 284-0580

Facsimile No. (204) 475-3646

D3.1 Before commencement of Work, Mr. Tallin 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 by May 11, 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 one thousand five 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 clay dikes and limestone access ramps except as noted in D15.2.
- D15.2 Any repairs to damage as noted in E4 shall be subject to the Warranty as stated in C12.

## PART E - SPECIFICATIONS

### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following location maps (included in Appendix A) are applicable to the Work:

Drawing Name/Title

Dike Location 273 to 283 Bonner Ave.  
 Dike Location 1218 Kildonan Dr.  
 Dike Location 70 Macbell Rd.  
 Dike Location 140 Turnbull Dr  
 Dike Location St. Norbert Collegiate  
 Dike Location 866 Kilkenny Dr.  
 Dike Location 70 Blackmore Ave.  
 Access Ramp at Redwood Bridge  
 Boat Access Ramp at Louise Bridge  
 Access Ramps at South Perimeter Bridge (East and West riverbanks)

### E2. DESCRIPTION OF WORK

- E2.1 The following provides an estimate of the quantities of materials to be removed or relocated at the dike and access ramp locations.

Location	Approx Quantity Clay (m <sup>3</sup> )	Approx rock Quantity (Tonne)	Comments	Disposal Location
140 Turnbull Dr.	800	1200	Rock is 1 m maximum size	On Site
866 Kilkenny Dr.	1300			Brady Road Landfill
1218 Kildonan Dr.	200			Brady Road Landfill
St. Norbert Collegiate	500			140 Turnbull Dr
70 MacBell Rd.	550			On Site
70 Blackmore Ave.	100			Brady Road Landfill
Bonner Ave.	900			Brady Road Landfill
Redwood Bridge		1300	Mostly 150 mm max size with some 0.6 m riprap	Brady Road Landfill
Louise Bridge		1600	150 mm max size	Brady Road Landfill
South Perimeter Bridge		1900	150 mm max size	Brady Road Landfill

- E2.2 Further to E2.1 the following applies to the Work:
- E2.2.1 140 Turnbull Dr. – The clay and limestone riprap used to construct the dike are to be removed from the dike location and spread and levelled or stock piled, at a site on the same property, at a location to be confirmed by the Contract Administrator. To the degree possible, care will be taken to keep the two materials separate during handling.
- E2.2.2 St. Norbert Collegiate – The clay is to be removed from the dike, hauled to 140 Turnbull Dr. and stockpiled or spread and levelled at the site, at a location confirmed by the Contract Administrator.
- E2.2.3 70 MacBell Rd. - The clay from the dike will be used to construct a permanent secondary dike at a lower level than the existing dike and the excess material will be relocated,

spread and levelled to a fill in a low area on the property at a location to be confirmed by the Contract Administrator.

E2.2.4 The clay and limestone from the other sites will be removed from the dikes and access ramps and hauled to the Brady Road Landfill to be weighed by scale and stockpiled at locations to be confirmed by the Contract Administrator.

E2.2.5 Removal of the limestone access ramp at the Redwood Bridge will be through the parking lot of the Sisters Servants of Mary Immaculate on Aberdeen Avenue, and arrangements to access the Work site through the parking lot will be made by the Contract Administrator.

E2.2.6 The Contractor is advised that removal of clay dikes shall be conducted in order of priority. The order of priority is the order of the sites in E2.1.

### E2.3 Measurement and Payment

#### E2.3.1 Clay Dike Material Disposal at Brady Road.

All clay material to be disposed of at the Brady Road Landfill 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. The removal and disposal of clay material will be paid for at the Contract Unit Price per tonne for following items of work, which shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Contract:

- i) "Removal and Disposal of Clay at Brady Road Landfill"

#### E2.3.2 Limestone Material Stockpiled at Brady Road.

All limestone materials to be stockpiled at the Brady Road Landfill shall be measured on a weight basis. The weight to be paid for shall be the number of tonnes removed and stockpiled in accordance with this specification and accepted by the Contract Administrator, as measured on a certified weigh scale. The removal and stockpiling of limestone will be paid for at the Contract Unit Price per tonne for following items of work, which shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Contract:

- ii) "Removal and Stockpiling of Limestone Materials at Brady Road Landfill"

#### E2.3.3 Clay Removal and Relocation

All clay to be stockpiled or reused on site will be measured on a volume basis. The volume to be paid for shall be the total number of cubic metres (c.m.) moved or relocated on site based on surveys conducted by the Contract Administrator on the dike before and after the Work. Payment will be at the Contract Unit Price per cubic metre for the following items of work, which shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Contract:

- i) "Remove Clay Dike and Stockpile at 140 Turnbull Dr."
- ii) "Remove Clay Dike at St. Norbert Collegiate and Stockpile at 140 Turnbull Dr."
- iii) "Remove Clay Dike and Stockpile Clay at 70 MacBell Rd."

#### E2.3.4 Relocate Limestone at 140 Turnbull Dr.

The limestone riprap placed along the clay dike will be paid for at the Contract Lump Sum Price for "Remove and Stockpile Limestone Riprap at 140 Turnbull Dr.", which shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Contract.



### **E3. SITE CLEAN UP**

E3.1 The Contractor shall remove all materials associated with the construction of the clay dikes and access ramps and all other material used to perform the Work.

### **E4. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

E4.1 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.

E4.2 Any equipment used to conduct the required work shall be of suitable size and nature as to not cause further damage to the riverbank, streets, and private property. The Contractor shall restore the site to original conditions as per the conditions of this Contract.

E4.3 Any damage caused by the negligence of the Contractor or his Subcontractors to the adjacent structures or properties, infrastructure, shall be promptly restored at the Contractor's expense, to the original site conditions and to the satisfaction of the Contract Administrator.

E4.4 Any damage caused to the Site by the negligence of the Contractor or Subcontractors shall be restored at the Contractor's expense to the satisfaction of the Contract Administrator.

E4.5 The Contractor will not be held responsible for any damage that has resulted from previous activities on the site or damage caused by the construction of the dikes and access ramps.

### **E5. TRUCK WEIGHT LIMITS AND VERIFICATION OF WEIGHTS**

E5.1 Truck Weight Limits

E5.1.1 The Contractor is reminded of weight restrictions of vehicles included in the City of Winnipeg Traffic By-law.

E5.1.2 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.

E5.2 Verification of Weights

E5.2.1 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. The price for the tipping fees shall be included in the bid price per tonne of clay and limestone disposed at the landfill.
- (b) Rocky Road Recycling located on Cole Avenue west of the intersection of Grey Street.

E5.2.2 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.

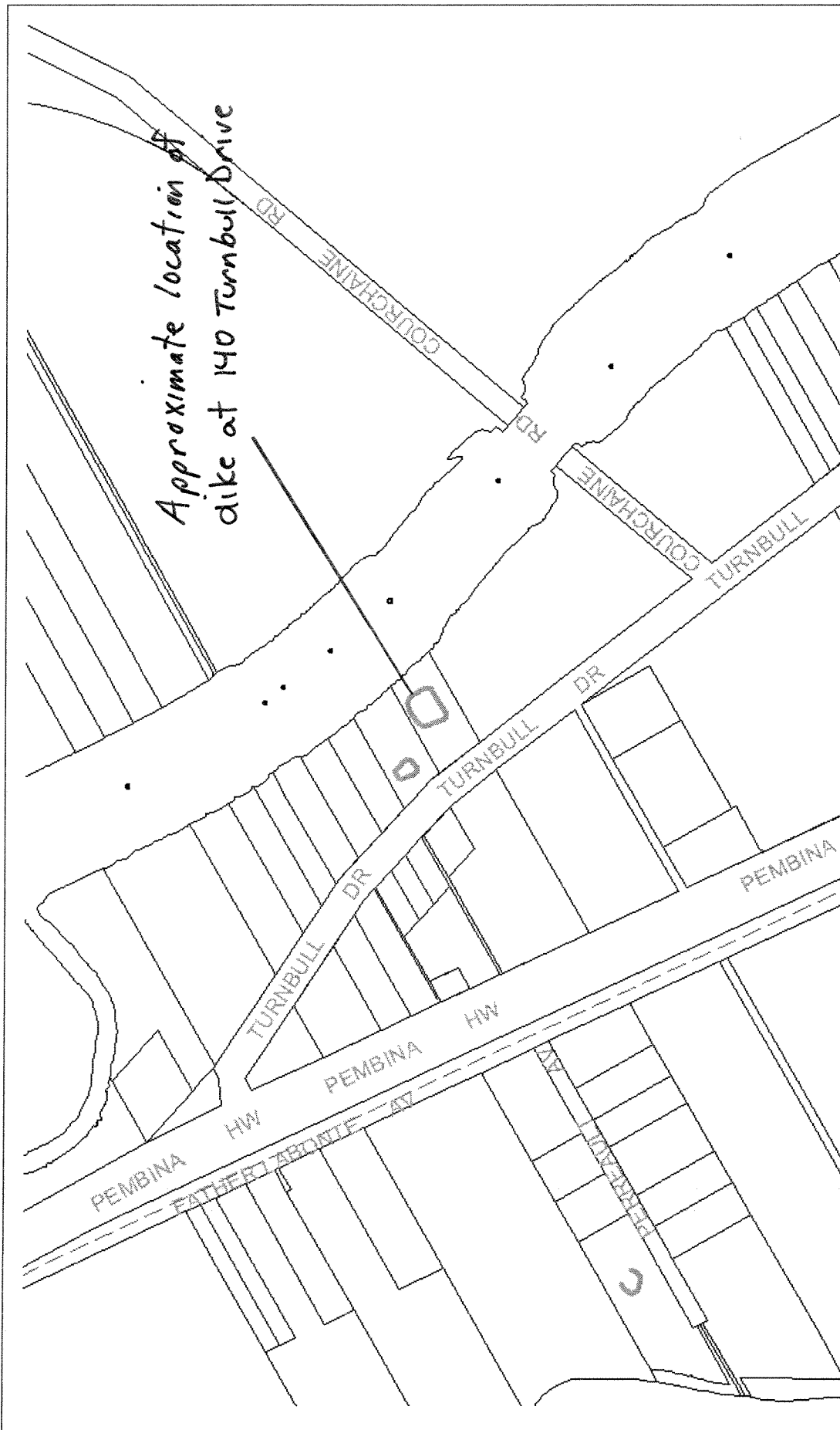
E5.2.3 All tickets shall be submitted to the Contract Administrator daily.

E5.2.4 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.

- E5.2.5 No charge shall be made to the City for any delays or loss of production caused by vehicle verification of weights.
- E5.2.6 Arrangements for the use of alternate independent scales shall be made by the Contractor and shall be at no cost to the Contract.

**APPENDIX A**  
**LOCATION MAPS OF DIKES AND ACCESS RAMPS**



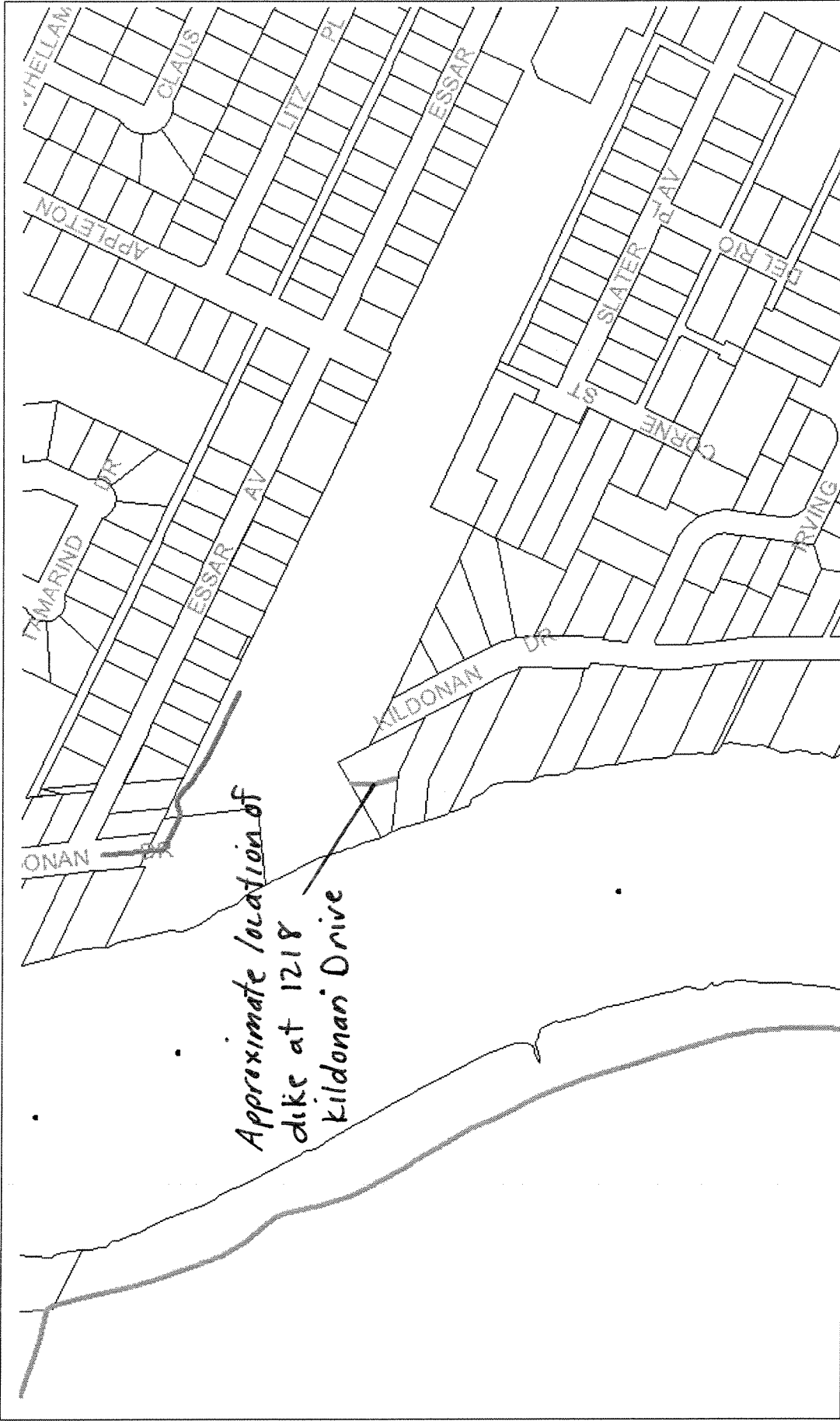
*Approximate location of  
dike at 140 Turnbull Drive*

Dike Location 140 Turnbull Drive



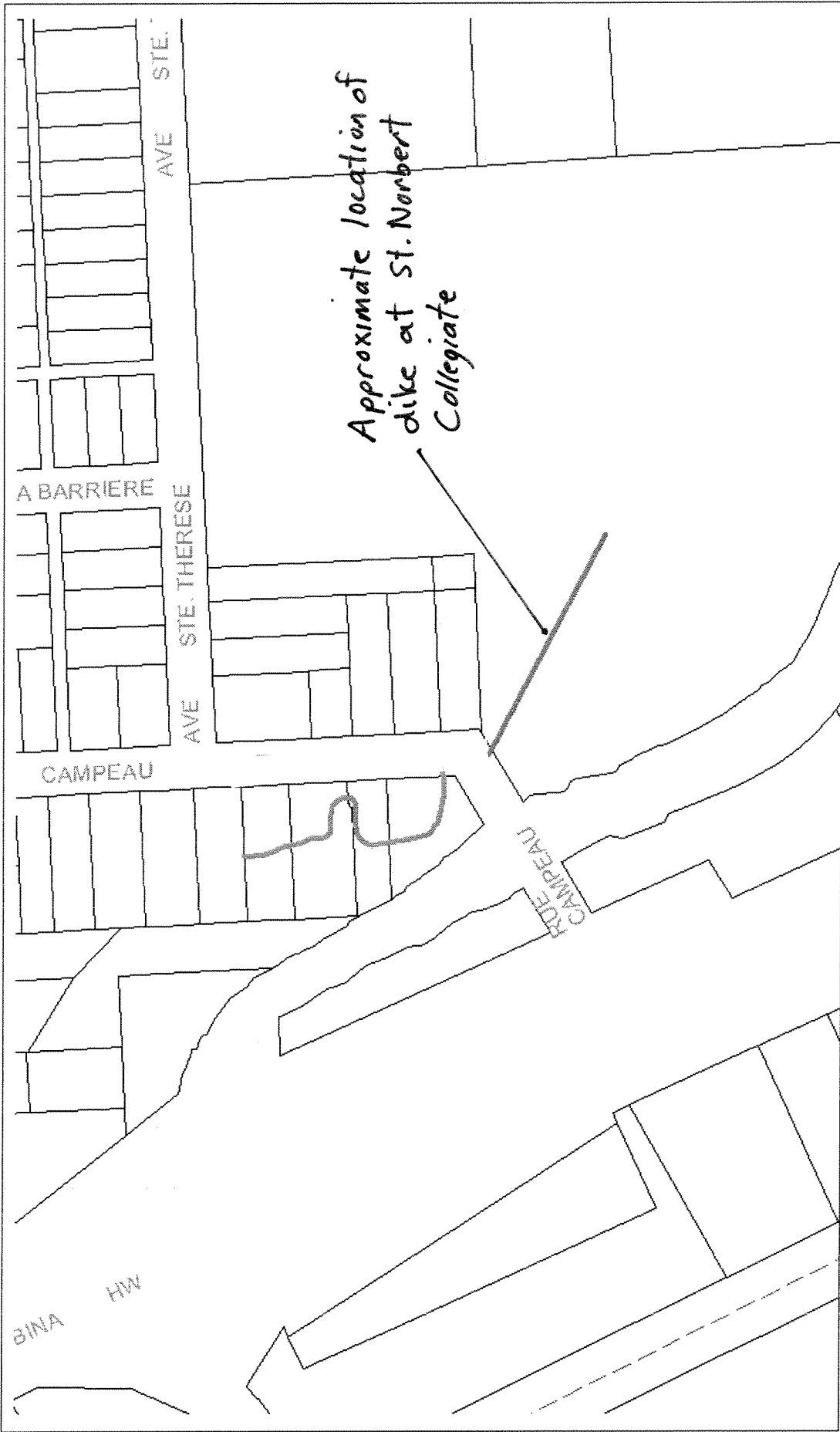
Approximate location of  
dike at 866 Kilkenny  
Drive

Dike Location 866 Kilkenny Drive



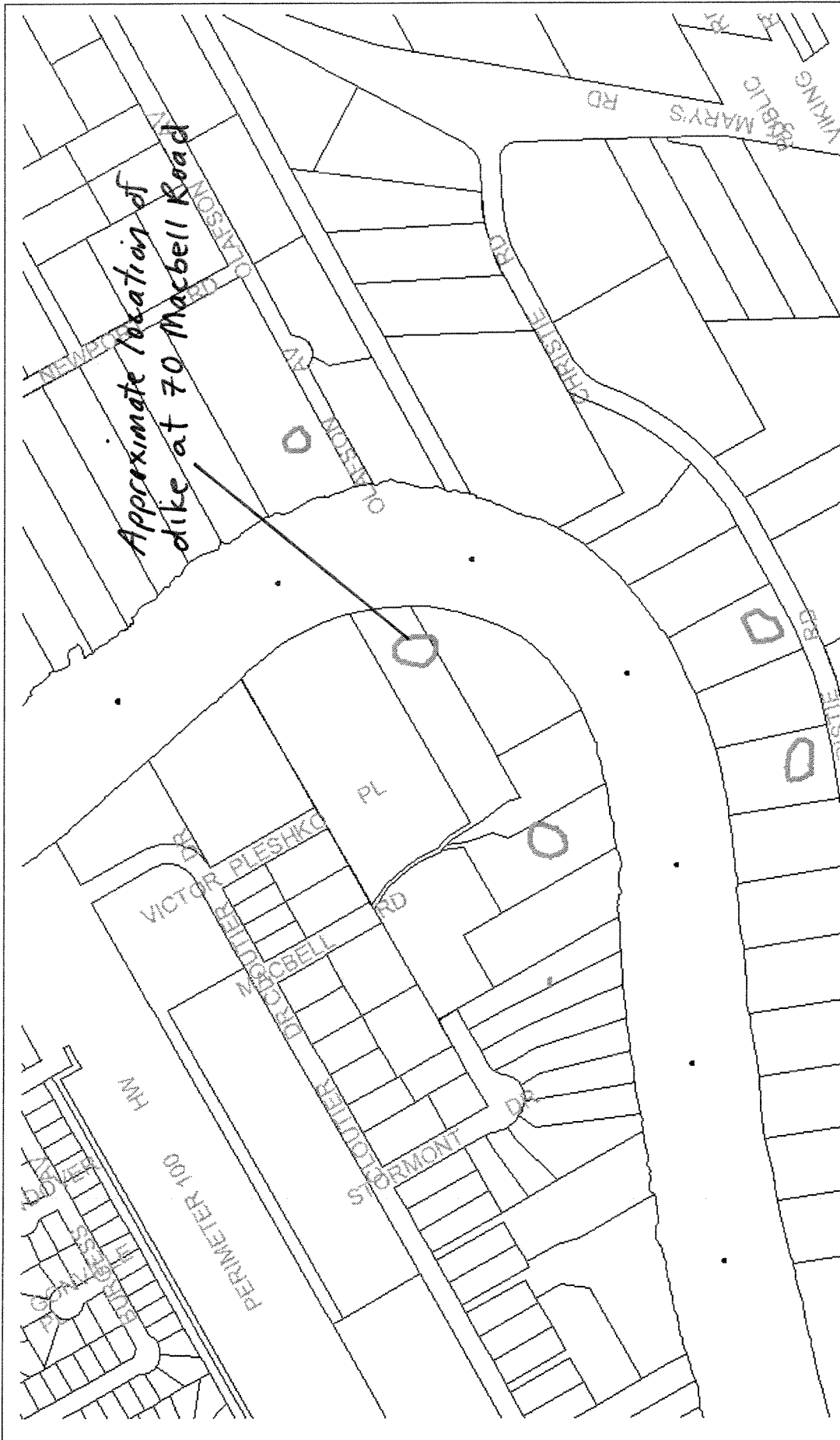
Approximate location of  
dike at 1218  
Kildonan Drive

Dike Location 1218 Kildonan Drive



Approximate location of  
dike at St. Norbert  
Collegiate

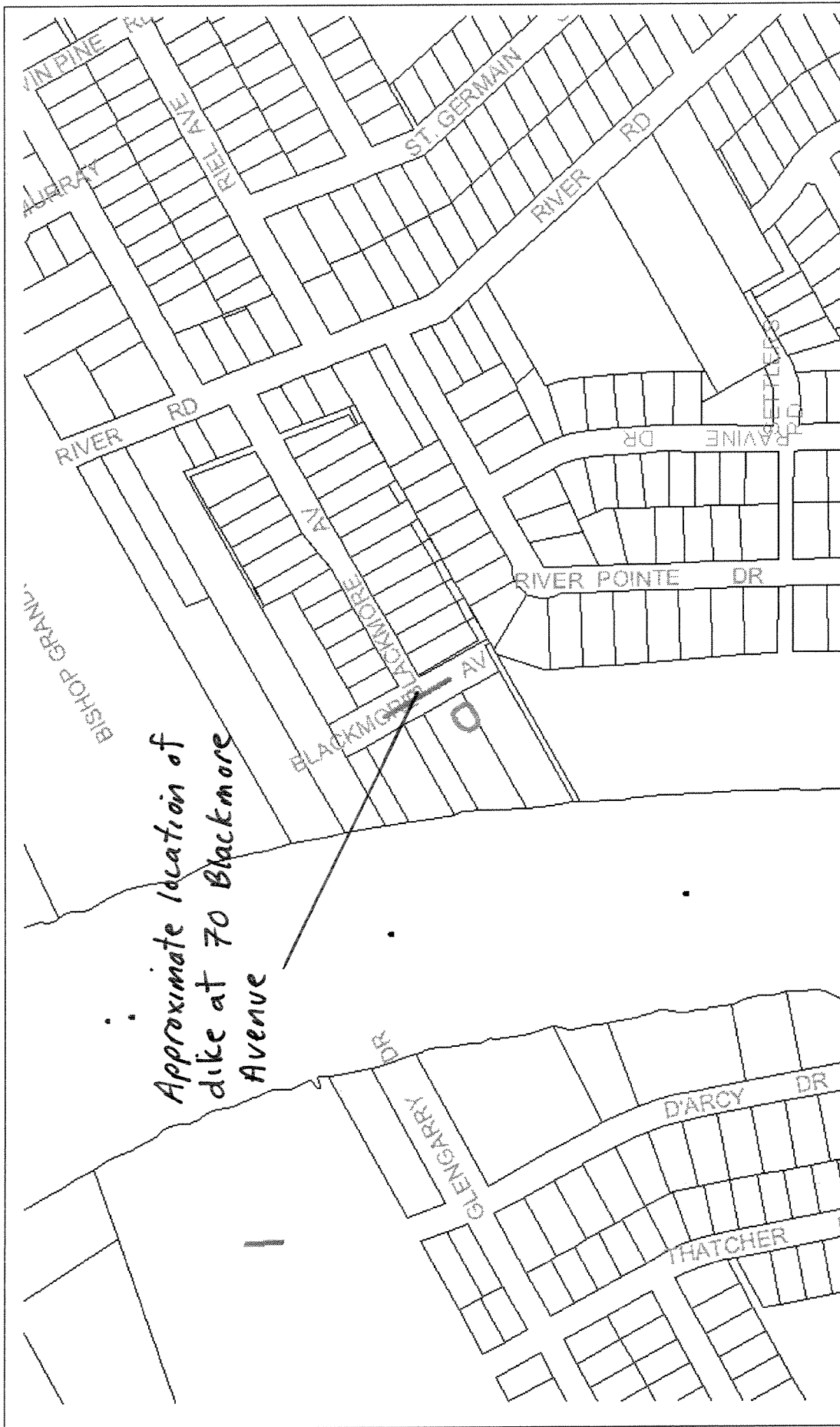
Dike Location St. Norbert Collegiate (Campeau Street)



*Approximate location of dike at 70 Macbell Road*

Dike Location 70 Macbell Road





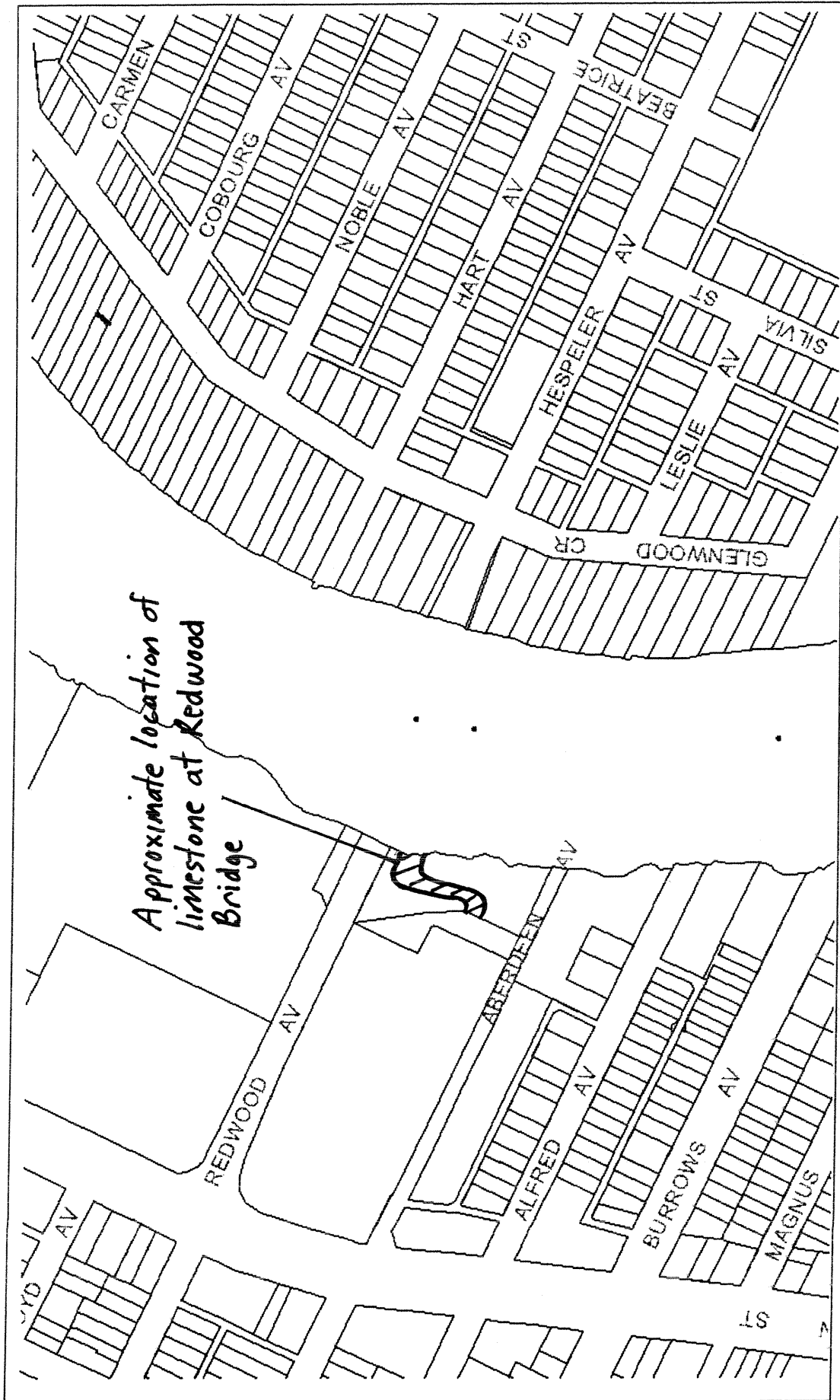
Approximate location of  
dike at 70 Blackmore  
Avenue

Dike Location 70 Blackmore Avenue



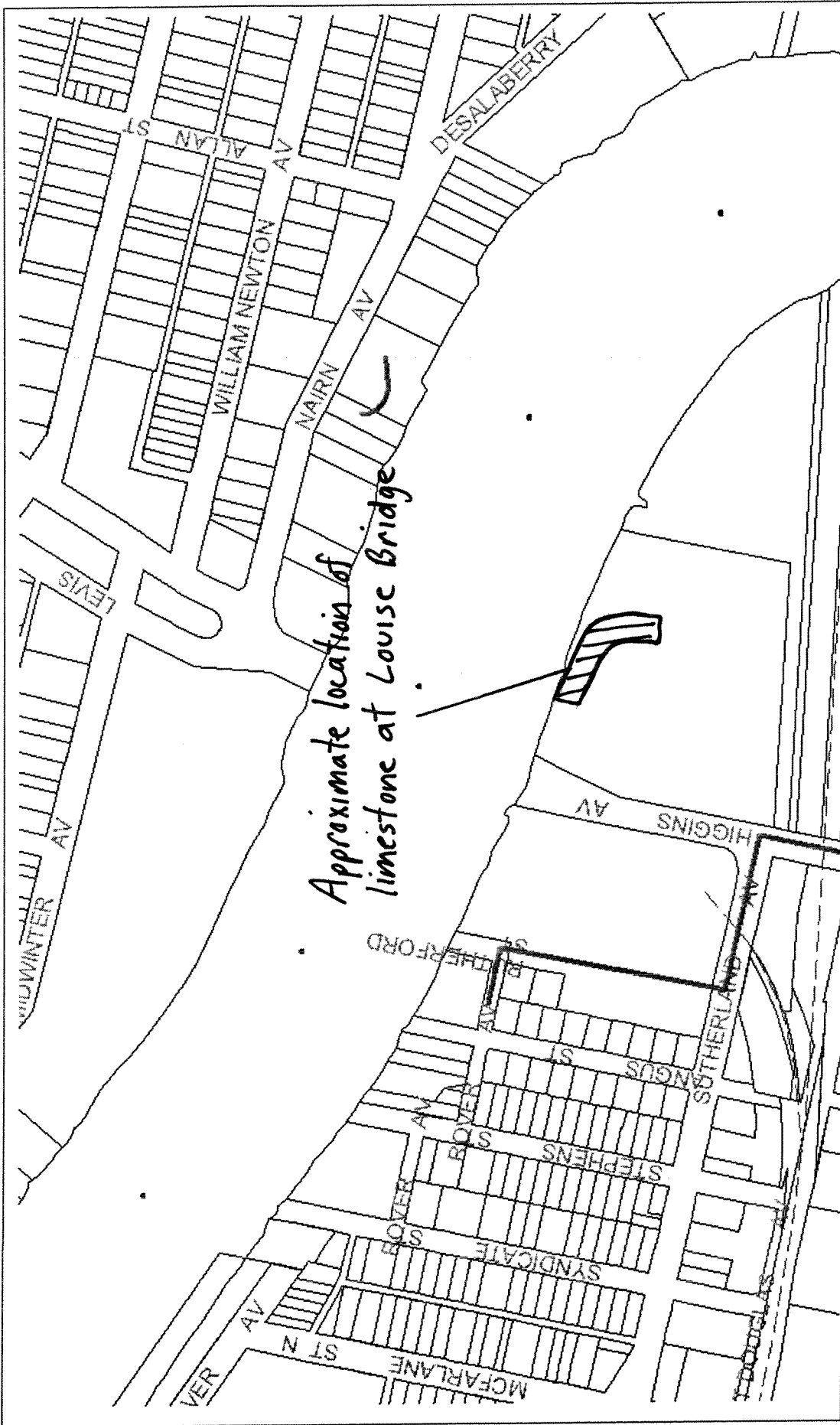
Dike Location Bonner Avenue

Approximate location of dike at Bonner Avenue

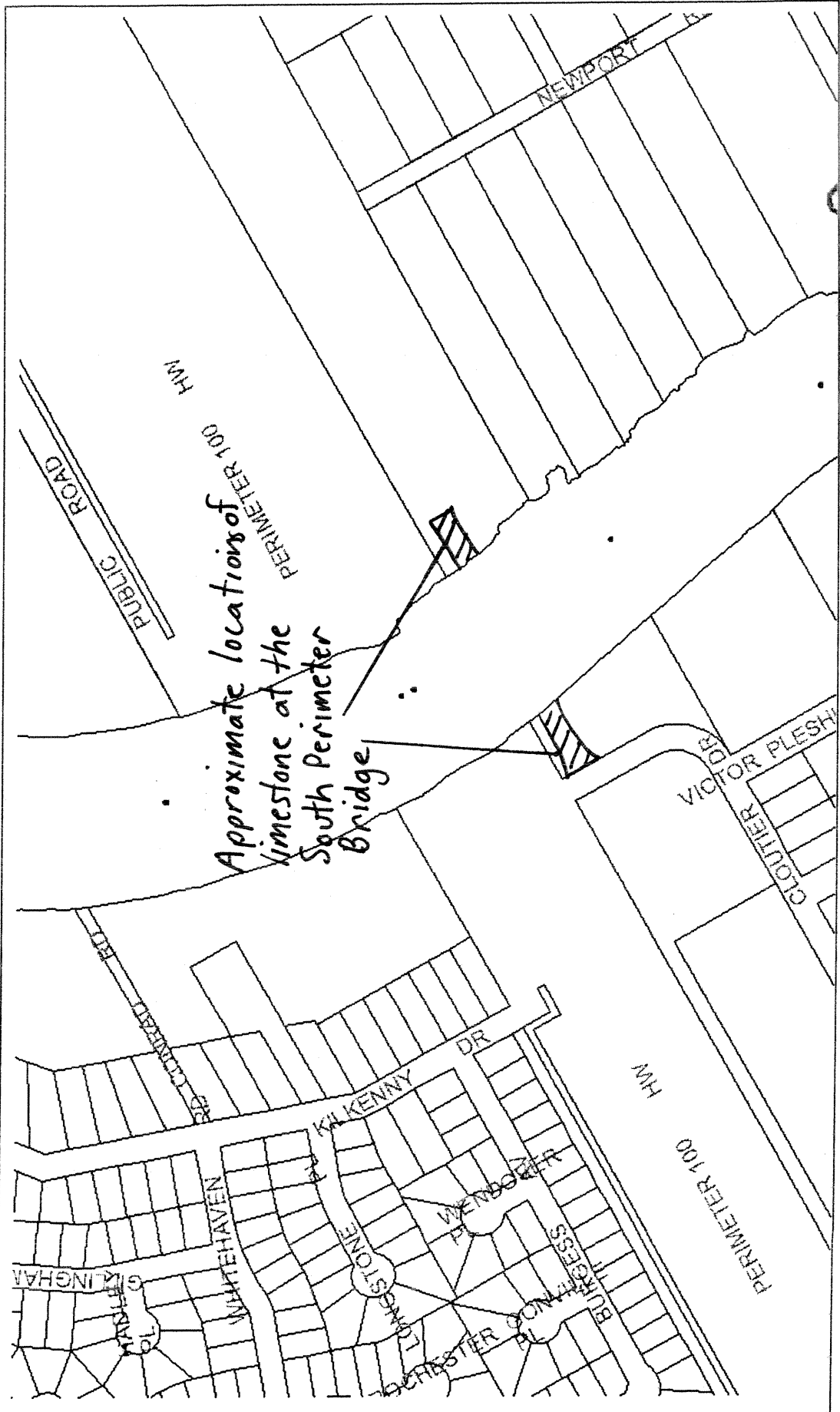


*Approximate location of limestone at Redwood Bridge*

Access Ramp at Redwood Bridge



Boat Access Ramp at Louise Bridge



Access Ramps at South Perimeter Bridge

**APPENDIX B**  
**SITE PHOTOS OF ACCESS RAMPS**



Redwood Bridge: Site access from *Sisters Servants of Mary Immaculate* parking lot on Aberdeen Avenue.



Redwood Bridge: Site access from *Sisters Servants of Mary Immaculate* parking lot on Aberdeen Avenue.





Redwood Bridge: Site access east of *Sisters Servants of Mary Immaculate* parking lot on Aberdeen Avenue.



Redwood Bridge: Limestone at west abutment, south of bridge.



Redwood Bridge: Limestone at west abutment, south of bridge.



Redwood Bridge: Limestone at west abutment, south of bridge. Looking west from east side of bridge.



Louise Bridge: Site access from Higgins Avenue.



Louise Bridge: Limestone at south abutment, east of bridge.



Louise Bridge: Limestone at south abutment, east of bridge.



South Perimeter Bridge (West Side): Site access from Cloutier Drive, south of bridge.





South Perimeter Bridge (West Side): Limestone south of bridge.



South Perimeter Bridge (West Side): Limestone south of bridge.



South Perimeter Bridge (East Side): Site access from Perimeter Highway. Looking east from west side of bridge.



South Perimeter Bridge (East Side): Limestone south of bridge.