



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1144-2014

RIVERBANK EROSION PROTECTION WORKS AT KING'S PARK

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RIVERBANK EROSION PROTECTION WORKS AT KING'S PARK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 19, 2014.

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, a Site meeting will be held at 1:30 pm on December 15, 2014 to review the Site Works. Nearest intersection is Kilkenny Drive and Kings Drive. The Site meeting will convene at the parking lot within King's Park shown on Drawing 14-0107-35_G04. Attendance is encouraged but not mandatory.

B3.2 The Bidder is advised that the acceptable construction accesses shown on Drawing No. 14-0107-35_G04 may not all be required, dependant on the Contractors work methodology. The Bidder is encouraged to review construction access locations and consider alternate access routes which may be proposed for review and acceptance by the Contract Administrator.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Bidder before receipt hereof; or

- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 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.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 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>

B6.2.2 The Bidder is responsible for ensuring that he/she 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B16.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Bids shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 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; 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.

B11.2 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>

B11.3 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);

B11.4 Further to B11.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.6 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.

B12. BID SECURITY

B12.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B12.1.2 All signatures on bid securities shall be original.

B12.1.3 The Bidder shall sign the Bid Bond.

B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B13.1.1 Bidders or their representatives may attend.

B13.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B12 will not be read out.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total 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/>

B13.3 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/>

- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B16. EVALUATION OF BIDS

- B16.1 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 there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of construction of approximately 820 lineal metres of rockfill riprap erosion protection and related works.

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

- (a) Site development and restoration
- (b) Placement of rockfill riprap material along the Red River shoreline.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is KGS Group, represented by:

Bruno Pierre Arpin, P.Eng.
Geotechnical Engineer

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

D3.2 At the pre-construction meeting, Mr. Bruno Arpin will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.8

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. PERFORMANCE SECURITY

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

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B12.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. SUBCONTRACTOR LIST

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

D13. SITE ACCESS AND CONSTRUCTION STAGING PLAN

- D13.1 The Contractor shall provide the Contract Administrator with a Site Access and Construction Staging Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D13.2 The Site Access and Construction Staging Plan should clearly identify the following:
- (a) The Contractor's proposed river access ramp locations, grades, and proposed materials to be used in construction of the access ramps. The Contractor may choose to use the river access ramps detailed on the drawings or propose alternate locations for approval by the Contract Administrator. The Contractor shall be responsible to apply and pay for a Waterway Permit, if required, for any proposed alternate river access ramps.
 - (b) The Contractor's proposed construction access routes and proposed materials to be used in construction of the access routes, if any.
 - (c) The Contractor's proposed sequence of Work activities to construct the specified Works.
- D13.3 The Site Access and Construction Staging Plan must clearly demonstrate that at no point during construction shall there be any adverse impacts on riverbank stability. The Contractor shall not be permitted to proceed with Work until the Site Access and Construction Staging Plan has been approved in writing by the Contract Administrator.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11; and
 - (vi) the Subcontractor list specified in D12.
 - (vii) the Site Access and Construction Staging Plan specified in D13.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D14.4 The City intends to award this Contract by January 15, 2015
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance by March 15, 2015.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for

purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance by June 30, 2015. There shall be no additional costs or claims by the Contractor to remobilize his forces and equipment, if necessary, after the 2015 spring freshet to complete the out-of-water component of the Work namely consisting of any Site restoration or revegetation.
- D16.2 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.
- D16.3 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.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand and five hundred dollars (\$1500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 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.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SCHEDULED MAINTENANCE

- D18.1 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D21.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 1144-2014

RIVERBANK EROSION PROTECTION WORKS AT KING'S PARK

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 1144-2014
RIVERBANK EROSION PROTECTION WORKS AT KING'S PARK

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
PPD-WAT-1144-2014-CS	List of Drawings, Site Map and Location Plan
PPD-WAT-1144-2014-G01	Existing Site Conditions (July 2013), Plan
PPD-WAT-1144-2014-G02	General Arrangement of Works, Plan and Details
PPD-WAT-1144-2014-G03	General Site Arrangement, Sections
PPD-WAT-1144-2014-G04	Site Access, Plan and Section

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, geotechnical test holes have been drilled in the vicinity of the proposed Works to determine the character of the subsurface soil to facilitate the design of the Work. The information is considered accurate at the locations indicated and at the time of investigation. However, considerable variations in the soil conditions may exist between test holes and fluctuations in ground water levels can be expected seasonally. Test hole logs, and laboratory test results are included.
- E2.2 Bidders are responsible for any interpretation they place on the supplied information and are expected to make such additional investigation of the soil as they feel necessary to satisfy themselves.
- E2.3 Any test borings or test excavations made by the Bidder shall be done in accordance with the requirements of the appropriate authority of the City of Winnipeg. Bidders shall notify the Contract Administrator prior to starting any soil boring or test excavation.

E3. VERIFICATION OF WEIGHTS

- E3.1 All Material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.
- E3.1.1 All weight tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.
- E3.1.2 The tare weight and net weight may either be hand written or machine printed. All weights, scales and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:
- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;

- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks or truck/trailer(s) combinations as the Contract Administrator shall select weighed at the nearest available certified scale;
- (d) checking tare weights shown on delivery tickets against a current tare

E3.2 The Contractor shall ensure that each truck or truck/trailer(s) combination delivering Material which is paid for on a weight basis carries a tare not more than one (1) month old

E3.2.1 The tare shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) upon which scale the truck or truck/trailer(s) combination was weighed;
- (b) the mechanically printed tare weight;
- (c) the license number(s) of the truck and trailer(s);
- (d) the time and date of weighing.

E4. TRUCK WEIGHT LIMITS

E4.1 The Owner shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.

GENERAL REQUIREMENTS

E5. OFFICE FACILITIES

E5.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the Site of the Work.
- (c) The building shall have a minimum floor area of 25 square metres, two windows for cross ventilation and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25 °C.
- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with two desks, two drafting tables, table 3m X 1.2m, one stool, one four drawer legal size filing cabinet, and a minimum of 12 chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each Site meeting. The Contract Administrator may request additional cleaning when deemed necessary.

E5.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E5.3 The office facilities will be provided from the date of the Commencement of the Work until Total Performance.

E6. WATERWAY BY-LAW AND PERMITS

- E6.1 The Contractor shall note that all Works fall within 107 metres (350 feet) of the regulated summer water level of the Red River and are therefore within the jurisdiction of the Waterway By-law. The Contract Administrator will apply and pay for the required Waterway Permits for the permanent Work. The Contractor shall adhere to conditions imposed by the permit.
- E6.2 The Contractor shall be responsible to apply and pay for a Waterway Permit, if required, for all temporary Works including construction access ramps as outlined in E10.3.
- E6.3 Under no circumstances will stockpiling of any material be permitted within 107 metres of the regulated summer water level of the Red River without written approval by the Contract Administrator.

E7. ENVIRONMENTAL PROTECTION PLAN

- E5.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the Environmental Protection Plan as herein specified, Fisheries Authorization & CEEA Screening report.
- E5.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work and are available for viewing at the office of the Contract Administrator.
- E5.2.1 Federal
1. Canadian Environmental Assessment Act (CEAA) c.37
 2. Transportation of Dangerous Goods Act and Regulations c.34
 3. The Fisheries Act
 4. Navigable Waters Protection Act
- E5.2.2 Provincial
1. The Dangerous Goods Handling and Transportation Act D12
 2. The Endangered Species Act E111
 3. The Environment Act c.E125
 4. The Fire Prevention Act F80
 5. The Manitoba Heritage Resources Act H39.1
 6. The Manitoba Noxious Weeds Act N110
 7. The Manitoba Nuisance Act N120
 8. The Public Health Act c.P210
 9. The Workplace Safety and Health Act W210
 10. And current applicable associated regulations.
(Note: Provincial regulations updated as of September 1999)
- E5.2.3 Municipal
1. The City of Winnipeg By-law No. 2480/79 and all amendments up to and including 7969/2000
 2. The City of Winnipeg By-law No. 1573/77 and all amendments up to and including 7670/2000
 3. And any other applicable Acts, Regulations, and By-Laws.
- E5.3 The Contractor is advised that the following environmental protection measures apply to the Work.
- E5.3.1 Materials Handling and Storage
1. Construction materials shall not be deposited or stored on riverbanks or river shorelines unless written acceptance from the Contract Administrator is received in advance.

2. Construction materials and debris shall be prevented from entering the Red River. In the event that materials and/or debris inadvertently enter the watercourse, the Contract shall be required to remove the material and restore the watercourse to its original condition.

E5.3.2 Fuel Handling and Storage

1. The Contractor shall obtain all necessary permits from Manitoba Conservation for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
2. All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
3. Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
4. In accordance with Section 2.5 (Construction: General Guidelines) of the Manitoba Stream Crossing Guidelines for the Protection of Fish and Fish Habitat, (DFO and DNR, 1996), the Contractor shall ensure that any temporary fuel storage areas established for construction of the project are contained by an impermeable dike and are located a minimum distance of 100 metres away from the high water line of the Red River. Dikes shall be designed, constructed, and maintained to retain not less than 100% of the capacity of the total number of containers or 110% of the largest container, whichever is greatest. The dikes shall be constructed of clay or similar impervious material. If this type of material is not available, the dike shall be constructed of locally available material and lined with high density polyethylene (HDPE). Furthermore, the fuel storage area(s) shall be secured by a barrier such as a high fence and gate to prevent vandalism.
5. The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
6. Products transferred from the fuel storage area(s) to specific work sites shall not exceed the daily usage requirement.
7. When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
8. Refuelling of mobile equipment and vehicles shall take place at least 100 metres from a watercourse.
9. The area around storage sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.
10. A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.

E5.3.3 Waste Handling and Disposal

1. The Site shall be kept clean and orderly at all times during and at completion of construction.
2. At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction Site, other than at a dedicated storage area as may be approved by the Contract Administrator.

3. All resulting debris shall be deposited at a Waste Disposal Ground operating under the authority of Manitoba Regulation #150/91. Exceptions are liquid industrial and hazardous wastes which may require special disposal methods (see SC:21.4 D).
4. Indiscriminate dumping, littering, or abandonment shall not take place.
5. No on-site burning of waste is permitted.
6. Waste storage areas shall not be located so as to block natural drainage.
7. Run-off from a waste storage area shall not be allowed to cause siltation of a watercourse.
8. Waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
9. Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.

E5.3.4 Dangerous Goods/Hazardous Waste Handling and Disposal

1. Dangerous goods/hazardous wastes are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
2. The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
3. The Contractor shall have on-site staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on-site for the performance of the Work.
4. Different waste streams shall not be mixed.
5. Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
6. Liquid hydrocarbons shall not be stored or disposed of in earthen pits on-site.
7. Used oils shall be stored in appropriate drums, or tankage until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
8. Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
9. Dangerous goods/hazardous waste storage areas shall be located at least 100 metres away from the high water line and be dyked.
10. Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
11. Run-off from a dangerous goods/hazardous waste storage area shall not be allowed to cause siltation of a watercourse.
12. Dangerous goods/hazardous waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.

E5.3.5 Emergency Response

1. The Contractor shall ensure that due care and caution is taken to prevent spills.
2. The Contractor shall report all major spills of petroleum products or other hazardous substances with significant impact on the environment and threat to human health and safety (as defined in Table 1 below) to Manitoba Conservation, immediately after occurrence of the environmental accident, by calling the 24-hour emergency phone number (204) 945-4888. The Contract Administrator shall also be notified.
3. The Contractor shall designate a qualified supervisor as the on-site emergency response co-ordinator for the project. The emergency response co-ordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
4. The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response co-ordinator:
 1. Notify emergency-response co-ordinator of the accident:
 - identify exact location and time of accident
 - indicate injuries, if any
 - request assistance as required by magnitude of accident (Manitoba Conservation 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup)
 2. Attend to public safety:
 - stop traffic, roadblock/cordon off the immediate danger area
 - eliminate ignition sources
 - initiate evacuation procedures if necessary
 3. Assess situation and gather information on the status of the situation, noting:
 - personnel on-site
 - cause and effect of spill
 - estimated extent of damage
 - amount and type of material involved
 - proximity to waterways, sewers, and manholes
 4. If safe to do so, try to stop the dispersion or flow of spill material:
 - approach from upwind
 - stop or reduce leak if safe to do so
 - dike spill material with dry, inert sorbet material or dry clay soil or sand
 - prevent spill material from entering waterways and utilities by diking
 - prevent spill material from entering manholes and other openings by covering with rubber spill mats or diking
 5. Resume any effective action to contain, clean up, or stop the flow of the spilled product.
5. The emergency response co-ordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to Manitoba Conservation according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
6. When dangerous goods are used on-site, materials for containment and cleanup of spill material (e.g. absorbent materials, plastic oil booms, and oversized recovery drums) shall be available on-site.
7. Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to with in-house resources without formal notification to Manitoba Environment.

8. City emergency response, 9-1-1, shall be used if other means are not available.
9. The on-site emergency response coordinator shall contact The Canadian Coast Guard, Selkirk (204) 785-6030, if the spill material reaches and is on or in the Red or Assiniboine Rivers.

Table 1 Spills that must be reported to the Manitoba Conservation as Environmental Accidents

<u>Classification</u>	<u>Hazard</u>	<u>Reportable Quantity/Level</u>
1	Explosives	All
2.1	Compressed Gas (flammable)	100 L*
2.2	Compressed Gas	100 L*
2.3	Compressed Gas (toxic)	All
2.4	Compressed Gas (corrosive)	All
3	Flammable Liquids	100 L
4	Flammable Solids	1 kg
5.1	PG** I & II	Oxidizer
	PG III	Oxidizer
5.2	Organic Peroxide	1 kg or 1 L
6.1	PG I	Acute Toxic
	PG II & III	Acute Toxic
6.2	Infectious	All
7	Radioactive	Any discharge or radiation level exceeding 10 mSv/h at the package surface and 200 uSv/h at 1 m from the package surface
8	Corrosive	5 kg or 5 L
9.1	Miscellaneous	50 kg (except PCB mixtures)
9.1	PCB Mixtures	500 g
9.2	Aquatic Toxic	1 kg or 1 L
9.3	Wastes (Chronic Toxic)	5 kg or 5 L

* Container capacity (refers to container water capacity)
 ** PG = Packing Group(s)

E5.3.6 Vegetation

1. Vegetation shall not be disturbed without written permission of the Contract Administrator. The Contractor shall protect plants or trees which may be at risk of accidental damage as outlined in E12. Such measures may include protective fencing or signage and shall be approved in advance by the Contractor Administrator.
2. Trees damaged during construction activities shall be examined by certified arborist tree care professionals; viable trees damaged during construction activities shall be pruned according to good practise by certified arborist tree care professionals. Damaged trees which are not viable shall be replaced at the expense of the Contractor.
4. Herbicides and pesticides shall not be used adjacent to any surface watercourses.

5. All landowners adjacent to the area of application of herbicides or pesticides shall be notified prior to the Work.
6. Trees or shrubs shall not be felled into watercourses.
7. Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance with E10, or as directed by the Contract Administrator.

E5.3.7 Landscaping

1. Restoration of disturbed areas shall be performed as set out in E10.

E5.3.8 Red and Assiniboine Rivers Navigation Protection

Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) The Red and Assiniboine Rivers are open to navigation from approximately mid April to mid November, annually. During this period, it will be the responsibility of the Contractor to fully ensure the safety of river users.
- (b) The Contractor shall provide, install, and maintain adequate warning signs and lighting on any structure beyond the water's edge to notify boats and other craft navigating on the Red and Assiniboine River that construction is underway. These warnings shall meet the requirements of the City of Winnipeg Waterways Authority and of the Canadian Coast Guard.
- (a) Prior to commencing any applicable operations over the Red River, the Contractor shall provide to the Contract Administrator a copy of all necessary approvals received by the Contractor.

E8. CHANNEL PROTECTION

- E8.1 The ice surface and riverbank channel shall be cleared of construction materials prior to ice break-up. The Contractor shall clean up all materials, including but not limited to: soil, snow fence, construction debris, etc. from this construction activity. All items that will have an adverse impact on the channel shall be removed. Channel Protection shall be considered incidental to the Works of this Contract and no measurement or payment will be made for this item.

E9. MOBILIZATION AND DEMOBILIZATION

- E9.1 Mobilization and demobilization will include but not be limited to start-up costs, equipment setup and removal, field office and storage facilities set-up and removal and Site cleanup.
- E9.2 Mobilization and demobilization will be measured on a unit basis and paid for at the Contract Unit Price for "Mobilization and Demobilization" in accordance with this specification, accepted and measured by the Contract Administrator.
- E9.3 50% of the Mobilization and Demobilization unit price will be paid on the first progress payment.
- E9.4 The remaining 50% of the Mobilization and Demobilization unit price will be paid subsequent to the completion of the Work and restoration and clean up of the Site.

E10. SITE DEVELOPMENT

E10.1 Description

E10.1.1 This Specification shall cover all aspects of the Site Development Work, including erection, maintenance and removal of safety fencing, sediment control Works, snow clearing, protection of existing infrastructure, removal of vegetation, general access development and access maintenance , general Site cleanup, and restoration.

E10.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E10.2 Materials

E10.2.1 Equipment

All equipment, implements, tools and facilities used shall be of a size and type as required to complete the Work in a reasonable time, approved by the Contract Administrator. The Contractor shall keep all equipment in good Working order, and have sufficient standby equipment available at all times, as required.

E10.3 Construction Methods

E10.3.1 Site Access Development

The Contractor shall be responsible to develop and maintain suitable Site access. This includes but is not limited to, temporary bridging over structures, temporary removal and reinstallation of safety fencing, any landscaping and grading repairs, restoration of vegetation, etc. necessary to restore any Site and construction access areas to their pre-existing condition, as approved by the Contract Administrator. Prior to commencing construction the Contractor shall submit a Site Access and Construction Staging Plan to the Contract Administrator for approval, in accordance with D13.

- (a) All construction access ramps from the top bank area down to the edge of the river shall be constructed by excavating to the necessary ramp grade and temporarily stockpiling material in a designated area for re-use or disposing of off Site as approved by the Contract Administrator. Under no circumstances will the excavated material or any additional materials be placed as fill in the ramp area. If the Contractor proposes alternate access ramps to the pre-approved ramps detailed on the Drawings, detailed construction access ramp drawings must be submitted to the Contract Administrator for approval a minimum five (5) business days prior to any construction activity on Site.
- (b) The Contractor is responsible for obtaining and paying for all required permits and permissions that are necessary for Site access, including a Waterways Permit, if required by the City of Winnipeg. Contact Kendall Thiessen, Ph. D., P.Eng., Riverbank Management Engineer at 986-5159 for information regarding Waterways Permits.
- (c) The Contractor's Site access routes should be selected to minimize tree removal. Any required tree removal shall be performed in accordance with E11.

E10.3.2 Protection of Existing Infrastructure

The Contractor shall be responsible for protection of existing infrastructure at the Site including above ground and buried infrastructure.

- (a) The Contractor is responsible to obtain any required utility clearances prior to commencement of the Works. Any damaged infrastructure shall be repaired at the Contractor's expense.
- (b) The Contractor is responsible to protect the existing outfall from damage due to construction activities. Equipment traffic over the outfall pipe is not permitted unless written approval has been obtained by the Contract Administrator.

- (c) The Contractor shall be responsible to ensure existing asphalt pathways are protected from damage due to construction activities. Any damaged asphalt pathway shall be repaired or replaced at the Contractors expense, as approved by the Contract Administrator.

E10.3.3 Frozen Waterways Permit

The Contractor is responsible for obtaining a Frozen Water Permit for permission to Work on the river ice. Contact the City of Winnipeg Police Service.

E10.3.4 Vegetation Removal

Existing vegetation shall not be removed without prior approval from the Contract Administrator. The Contractor shall load and haul any removed vegetation, and dispose of the material off Site immediately upon collection. Stockpiling shall not be permitted unless written approval has been obtained from the Contract Administrator.

E10.3.5 Snow and Ice Removal

Snow cover shall be cleared from the riverbank and hauled off-site prior to placement of the rockfill riprap. The methodology to clear the snow shall be subject to the approval of the Contract Administrator.

Ice at the shoreline of the River shall be broken and cleared before the placement of riprap below ice level. Care shall be taken to ensure that the ice is removed, and does not become trapped below rockfill riprap.

E10.3.6 Traffic Control

The Contractor is responsible to supply, erect, maintain and remove applicable traffic control devices, provide flag persons and follow traffic control procedures in accordance with *City of Winnipeg Standard Construction Specification* CW 1130 section 3.7.

E10.3.7 Safety Fence

The Contractor shall erect and maintain for the duration of the project a safety fence, to restrict access to the Site. The fencing shall enclose the entire Site with appropriate gates or openings that are closed at the end of each Work day. Appropriate signs shall be erected to warn all recreational users of the park and the river that an open water hazard exists. This shall include but not be limited to snowmobilers and skiers. Fence construction on the riverbank shall consist of Dupont Number L70 orange plastic safety fence or approved equal with a mesh spacing of 45 mm and a minimum height of 1.2 metres supported by wood posts driven into the ground. The wood posts shall be sized and capable of maintaining the snow fence material upright, regardless of conditions. Fence construction on the river ice shall be as shown on the Drawings. Upon completion of the work, all fence materials shall be removed and disposed off-site.

E10.3.8 Environmental Regulations

- (a) The Contractor shall adhere to all relevant Federal and Provincial environmental regulations.
- (b) The Contractor shall plan to Work in accordance with the current environmental regulations of "Manitoba Stream Crossing Guidelines for Protection of Fish and Fish Habitat", Fisheries and Oceans, and Manitoba Natural Resources.
- (c) The Contractor shall supply, in writing, prior to commencement of Work on-site, a detailed plan for sediment control on this project.
- (d) The Contractor shall ensure that a sufficient supply of suitable spill kits are on-site to cleanup minor spills, should they occur. The Contractor shall supply the name, address and phone number of a local supplier, where additional kits are available on short notice.

E10.3.9 General Site Cleanup and Restoration

All areas of the construction Site shall be restored to a condition at least equivalent to its original condition prior to initiation of Work. This may include, but is not necessarily limited to the Contractor's laydown area, the removal of the Contract Administrator Site trailer, and removal of all temporary fencing.

Any soil removed from within the limits of the pond shown on the Drawings must be hauled off-site to a disposal area located by the Contractor, and approved by the Contract Administrator.

E10.3.10 Topsoil and Sod

All topsoil and sodding Work shall be performed in accordance with *City of Winnipeg Standard Construction Specification CW 3510*. Topsoil and Sodding Work shall include all existing grassed areas disturbed by the Contractor during construction. This may include, but is not necessarily limited to the Contractor's laydown area, Site access routes, and stockpile areas. The Contractor shall restore all areas disturbed during construction to existing condition or better, using topsoil and sod at his own cost, as approved by the Contract Administrator.

E10.4 Method of Measurement and Payment

E10.4.1 Site development will be measured and paid for at the Contract Lump Sum Price for "Site Development", which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

E11. TREE REMOVAL

E11.1 Description

E11.1.1 This specification shall cover the removal of existing trees and brush within the Contractor's Work area.

E11.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E11.2 Materials

E11.2.1 Existing Trees to be Removed

The existing trees to be removed include, but not limited to ash, elm, cottonwood, basswood, oak, pine, maple, spruce, etc., all of which may be cut with standard chain saw equipment. The existing trees range from 50 mm to over 500 mm diameter.

E11.3 Construction Methods

E11.3.1 Prior to commencement of the Work the Contractor shall identify all trees scheduled for removal for review and acceptance by the Contract Administrator. The Contractor shall cut down only trees approved for removal by the Contract Administrator. In general, the Contractor shall start at the top of the tree and remove branches or trunks in segments not longer than 2 m. Trees are to be felled so as to land within the limits of the Works. The Contractor shall load and haul all trees, stumps, roots, logs, brush, rubbish and all other surface litter from the Site and dispose of these materials at an approved disposal Site, acceptable to the Contract Administrator.

E11.3.2 The Contractor shall take all precautions to prevent damage to structures, adjacent property and to trees and shrubs. In the event of damage, the Contractor will be held liable, and shall be required to provide appropriate restoration at his cost, to the satisfaction of the Contract Administrator.

E11.3.3 Any trees damaged during construction activities shall be examined by a bonded tree care professional and pruned as required. Damaged trees which are not viable shall be replaced by the Contractor at his own cost.

E11.4 Measurement and Payment

E11.4.1 The removal of trees and brush is considered incidental to Site Development and no separate measurement or payment will be made for this item.

E12. PROTECTION OF EXISTING TREES

E12.1 Removal of some trees will be required at the Site as per E11. The Contractor shall take the following precautionary steps to avoid damage from construction activities to any existing trees not marked and accepted for removal within the limits of the construction area.

E12.1.1 Do not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

E12.1.2 Strap mature tree trunks with 25 x 150 x 2400 mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.

E12.1.3 Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.

E12.1.4 Work on Site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.

E12.1.5 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E12.2 All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Forestry Branch at the Contractor's expense.

E12.3 Measurement and Payment

E12.3.1 Costs for protection of trees shall be considered incidental to Site Development and no separate measurement or payment will be made for this item.

E13. SILT FENCE

E13.1 Description

E13.1.1 This specification covers the erection of temporary silt fencing, which shall be installed and maintained at the locations shown on the drawings to control runoff and minimize the release of detrimental silt loading to watercourses.

E13.1.2 The scope Work included in this specification is as follows:

- (a) Supply and Install temporary silt fencing at the locations as indicated on the Drawings, in accordance with the detailed drawing provided, immediately upon completion of the riprap placement and prior to undertaking any other activities on the Site where silt fencing is required.
- (b) Maintain the silt fencing in serviceable condition throughout the entire duration of activities at the Site where silt fencing is required, including final restoration and cleanup of the construction Site.
- (c) Remove the silt fencing and restore the area where the fencing was installed, without further disturbing the area and without releasing any deleterious substances to the adjacent watercourse.

E13.1.3 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E13.2 Materials

E13.2.1 Fence Posts

(a) Fence posts shall be 100 mm diameter untreated wood posts or 50 mm diameter steel.

E13.2.2 Filter Fabric

(a) Filter Fabric Shall be a woven geotextile material specifically designed for a silt fence applications, meeting the following minimum requirements:

Property	Test Method	Value
Grab Tensile Strength	ASTM D 4632	0.55 kN
Grab Tensile Elongation	ASTM D 4632	15%
Mullen Burst	ASTM D 4786	2060 kPa
Puncture	ASTM D 4833	0.285 kN
Trapezoid Tear	ASTM D 4533	0.285 kN
UV Resistance	ASTM D 435	80 % @ 500 hrs
Apparent Opening Size (AOS)	ASTM D 4751	0.60 mm
Flow Rate	ASTM D 4491	405 l/min/m ²

Acceptable Product: "Amoco 2130 Silt Fence Fabric" or approved equal in accordance with B6.

E13.2.3 Wire Mesh

(a) Wire mesh shall be galvanized or plain metal with wire gauge = 3.0 mm, wire spacing @ 150 mm o/c.

E13.2.4 Fencing Material Fasteners

(a) Staples or wire ties of sufficient strength and spacing to withstand 500 N (100 lbf) pull test at any point on the wire mesh.

E13.3 Construction Methods

E13.3.1 Ensure that no deleterious substances are discharged into the adjacent watercourse at any time during construction activities.

E13.3.2 Silt Fence Installation

- (a) Excavate 200 mm x 200 mm anchor trench along alignment of silt fence as indicated.
- (b) Install fence posts as indicated. Ensure that fence posts are firmly driven into undisturbed soil, or are completely and firmly backfilled if installed via auger methods. Attach wire mesh as support backing for silt fence filter fabric with fasteners as specified in E13.2.4. Attach silt fence filter fabric on top of wire mesh in similar fashion. Overlap any fence seams (wire mesh or filter fabric) by 450 mm minimum. Ensure that wire mesh and filter fabric are installed on the upslope side of the post and are fully laid in anchor trench as shown.
- (c) Install and compact impermeable excavated materials into anchor trench and slope as indicated. Compact to 95% of maximum dry density (ASTM D-698).

E13.3.3 Silt Fence Maintenance

- (a) Inspect silt fence daily, prior to starting any other construction activities. If fence posts are found loose or not upright, repair in accordance with installation procedure as specified in E13.3.2. If silt fence is found to be loose or torn, repair or replace as necessary to comply with E13.3.2.
- (b) If silt deposition at the fence is 300 mm or more in depth, carefully remove and dispose of silt offsite without disturbing silt fence.

E13.3.4 Silt Fence Removal

- (a) The silt fence shall remain in place until new vegetation growth has established on the bank, as determined by the Contract Administrator.
- (b) Upon authorization of the Contract Administrator, remove all fence posts, wire mesh, fabric, and fasteners from Site.
- (c) Restore areas disturbed in accordance with E10 without releasing any deleterious substances to the adjacent watercourse.

E13.4 Measurement and Payment

E13.4.1 The supply, placement, and removal of silt fence shall be measured on a length basis and paid for at the Contract Unit Price per lineal metre for "Silt Fence". The length to be paid for shall be the total number of metres supplied and placed in accordance with this Specification, accepted and measured by the Contract Administrator. Payment of silt fence shall be in accordance with the following payment schedule:

- (a) Sixty percent (60%) of the Contract Unit Price per lineal metre for "Silt Fence" shall be paid following supply and installation.
- (b) Forty percent (40%) of the Contract Unit Price per lineal metre for "Silt Fence" shall be paid following final removal.

E13.4.2 Removal of accumulated sediment from the silt fence is considered incidental to the Work and no separate measurement or payment will be made.

E14. ROCKFILL RIPRAP

E14.1 Description

E14.1.1 This Specification shall cover the supply and placement of rockfill riprap.

E14.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E14.2 Materials

E14.2.1 The rockfill material for use as riprap shall consist of a clean free draining, sound, dense, durable, crushed rock. The material shall be free from organics, roots, silts, sand, clay, snow, ice or any other material that would detract from the strength and drainage characteristics of clean rockfill.

E14.2.2 Individual particles shall be shaped such that no dimension is greater than two times the smallest dimension. Flat, elongated, or platy particle shapes will not be accepted.

E14.2.3 Should the Contractor choose to use limestone, it shall be durable white crystalline limestone or dolomite. Softer buff to yellow dolomite or dolostone will not be accepted.

E14.2.4 The rockfill material shall meet the following requirements:

Parameter	Test Method	Specified Limit
Bulk Specific Gravity	ASTM C127	2.6 minimum
Absorption	ASTM C127	2.5 % maximum
LA Abrasion Loss	ASTM C131	32% maximum
Soundness	ASTM C88	13% maximum
Gradation	ASTM D5519	See below

E14.2.5 Rockfill riprap shall be well graded having a full range and even distribution of sizes and shall conform to the following gradation:

<u>Canadian Metric Sieve Size (millimetres)</u>	<u>Percent of Total Dry Weight Passing Each Sieve</u>
450	100%
300	35-80%
100	20-60%
50	10-30%
5	0-5%

E14.3 Submittals

E14.3.1 The Contractor shall submit the proposed supplier(s) and location of quarry Sites for supply of riprap.

E14.3.2 Representative samples of the rockfill riprap shall be submitted to the Contract Administrator for approval a minimum of Seven (7) days prior to their use.

E14.4 Quarry Sites

E14.4.1 Contractors supplying rockfill riprap shall be responsible for demonstrating that the material is of adequate quality and volume to meet the material specifications contained herein.

E14.5 Testing and Approval

E14.5.1 All materials set forth in this Specification shall be subject to inspection and testing by the Contract Administrator or by the testing laboratory designated by the Contract Administrator. There shall be no charge for any materials taken by the Contract Administrator for testing purposes.

E14.5.2 No supply and placement of riprap will be permitted prior to the Contract Administrator receiving and reviewing representative samples of the rockfill riprap.

E14.5.3 The procedures for preparation of all rockfill samples for use in material inspection and testing shall be subject to review and acceptance by the Contract Administrator for individual tests. The samples may be obtained from crushed and processed material at the sizing necessary for specific tests if the material is deemed to be representative of the riprap that will be used, subject to the acceptance of the Contract Administrator.

E14.5.4 The testing frequency necessary to confirm the material quality will be specified at the discretion of the Contract Administrator.

E14.6 Construction Methods

E14.6.1 Debris, snow and ice shall be removed from the riverbank in accordance with E10.3.5 prior to placement of rockfill riprap.

E14.6.2 Rockfill riprap shall be placed to the lines and grades shown on the drawings.

- E14.6.3 Rockfill Riprap shall be pushed or rolled into place in such a manner that the larger rocks are uniformly distributed and the smaller rocks serve to fill the places between the larger rocks such that excessive segregation of the various particle sizes does not occur.
- E14.6.4 Sufficient levelling shall be done to produce a neat and uniform surface, conforming to the shape and dimensions shown on the Drawings.
- E14.6.5 The allowable fill tolerances shall be within ± 50 mm of the grades and thickness shown on the Drawings, provided positive downslope grading is achieved.
- E14.6.6 Riprap shall be placed to provide a smooth uniform surface from the existing grade at outside edges or transitions, as shown on the construction Drawings and accepted by the Contract Administrator.
- E14.6.7 Temporary stockpiling of riprap along the riverbank shall not be permitted, unless written approval from the Contract Administrator has been obtained. Material shall be placed to the required lines and grade shown the Drawings immediately upon delivery to the Site.
- E14.7 Measurement and Payment
- E14.7.1 The supply and placement of rockfill riprap shall be measured on a weight basis and paid for at the Contract Unit Price for "Rockfill Riprap". The weight to be paid for shall be the total number of metric tonnes of rockfill supplied and placed in accordance with this Specification, as measured by a certified weigh scale and accepted by the Contract Administrator.
- E14.7.2 The Contractor shall provide the weight tickets to the Contract Administrator for the material supplied to the Site at the time of delivery. No payment will be made for any weight tickets which are not supplied at the time of delivery, or which are lost.
- E14.7.3 Verification of weights shall be as outlined in E3.

E15. RIVERBANK EXCAVATION

- E15.1 Description
- E15.1.1 This Specification shall cover the riverbank excavation at the Site, including subcutting the riverbank prior to riprap placement, and drainage swale excavation.
- E15.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.
- E15.2 Materials
- E15.2.1 Native Material to be Excavated
- (a) The materials covered in this specification consist of the in-situ overburden soils, and may include but not necessarily be limited to organic topsoil, clay, silt, sand, gravel, fill, rubble, roots, riprap, concrete blocks, etc., all of which may be excavated with standard hydraulic excavation equipment.
- E15.3 Construction Methods
- E15.3.1 Excavation
- (a) The riverbank excavation, for the riprap subcut, shall be as indicated on the drawings and directed in the field by the Contract Administrator.
- (b) Drainage swales shall be excavated to the dimensions shown on the construction drawings. The final locations of drainage swales shall be as directed by the Contract Administrator. The Contractor shall perform construction of drainage swales with small equipment to minimize impact to riverbank vegetation. The Contractor shall identify the

proposed equipment to be used for drainage swale excavation and obtain written approval from the Contract Administrator prior to commencing work.

- (c) Excavated material shall be removed from the riverbank area immediately upon excavation and disposed of offsite. No stockpiling of excavated material on the riverbank will be allowed.

E15.4 Measurement and Payment

Riverbank excavation will be measured and paid for on a volume basis. The volume to be paid for shall be the total number of cubic metres of "Riverbank Excavation", completed in accordance with this Specification, as measured in the field and accepted by the Contract Administrator.

E16. PROTECTION OF INSTRUMENTATION

- E16.1 The Contractor shall ensure that existing instrumentation located in the test holes shown on the Drawings are protected from damage due to construction activities. The Contractor will be responsible to replace destroyed instrumentation or repair any damages at his own cost, to the satisfaction of the Contract Administrator.

E17. SUPPLY AND PLACEMENT OF LOCKED LOGS

E17.1 Description

- E17.1.1 This Specification shall cover the Supply and Placement of Locked Logs within the rockfill riprap at the lower bank area.

- E17.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

E17.2 Materials

- E17.2.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification

E17.2.2 Trees

Prior to commencement of the Work the Contractor shall identify the source and species of all trees to be supplied. The trees shall be living and free of disease and rot. The trees to be supplied shall consist of native species listed below approximately 300 to 350 mm in diameter, and as approved by the Contract Administrator. The number of trees to be supplied as "Locked Logs" shall be as indicated on the Drawings.

Acceptable tree species include:

Manitoba Maple
Green Ash
Basswood
Cottonwood

American Elm will not be accepted.

Suitable trees may be supplied from excavation areas along the lower bank subject to approval by the Contract Administrator.

E17.3 Construction Methods

The trees shall be placed in the lower bank area, within the riprap blanket, as shown on the Drawings. The riprap shall be placed around the root ball of the tree in such a manner as to lock the root ball and lower portion of the tree trunk in place. The riprap shall be placed to

provide a smooth transition on the upstream and downstream sides of the Locked Logs as directed by the Contract Administrator.

E17.4 Quality Control

E17.4.1 Inspection

All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection by the Contract Administrator including all operations from the selection of materials through the final acceptance of the specified work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection of approval that may have been previously given.

E17.4.2 Access

The Contract Administrator shall be afforded full access for the inspection of materials at the Site and at the source of supply to determine whether the material is being selected and placed in accordance with this Specification.

E17.5 Method of Measurement

The supply and placement of Locked Logs will be measured on a unit basis. The Contractor shall be paid for the total number of Locked Logs placed in accordance with this Specification and as measured by the Contract Administrator.

E17.6 Basis of Payment

The supply and planting of Locked Logs will be paid for at the Contract Unit Price per unit for the "Supply and Placement of Locked Logs", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described, and all other items incidental to the work included in this Specification.

E18. GROUND PREPARATION FOR REVEGETATION OF NATURAL AREAS

E18.1 Description

E18.1.1 This specification shall cover the preparation of soil in natural areas for revegetation generally including supply and placement of peat, and incorporation of peat into the subsoil by tilling.

E18.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E18.2 Materials

E18.2.1 Peat

Peat to be used for soil amendment shall be derived from partially decomposed species of sphagnum mosses, elastic and homogeneous, brown in colour; free of decomposed colloidal residue, wood, sulphur and iron or other deleterious material which could affect healthy plant growth; containing a minimum 60% organic matter by weight, and moisture content not exceeding 15%. Shredded particles may not exceed 5mm in size. Minimum pH value of peat, 4.5; maximum, 7.0

E18.3 Construction Methods

E18.3.1 Natural areas include but are not limited to river access ramps, drainage swales and areas containing shrubs, brush, or natural grasses disturbed during Site access development.

E18.3.2 The Contractor shall not proceed with soil preparation until the grades and dimensions of the subgrade are constructed in accordance with the Specifications and Drawings, inspected and accepted by the Contract Administrator.

- E18.3.3 The peat shall be placed on the approved subgrade at a minimum thickness of 0.1m, or as approved by the Contract Administrator.
- E18.3.4 Subsequent to placement, the peat shall be tilled 0.2m into the underlying soil to create a uniform mixture of loosened peat and subsoil. The final thickness of mixed, loosened material shall be 0.3m or as approved by the Contract Administrator.
- E18.3.5 The Contractor shall leave prepared areas smooth, free from uneven areas and low spots, ensuring positive drainage. All surface debris, roots, vegetation, branches and stones in excess of 50mm shall be removed.
- E18.3.6 The Contractor shall ensure that sediment control measures are in place at all ground preparation areas in accordance with E13.

E18.4 Method of Measurement

Ground preparation for revegetation of natural areas will be measured on an area basis. The Contractor shall be paid for the total number of square metres of soil prepared in accordance with this Specification and as measured by the Contract Administrator.

E18.5 Basis of Payment

Ground preparation for revegetation of natural areas will be paid for at the Contract Unit Price per square metre, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described, and all other items incidental to the work included in this Specification.