



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 235-2005**

**PROVISION OF ASPHALT REPAIRS AND PAVING**

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# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF ASPHALT REPAIRS AND PAVING

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 4, 2005.

B2.2 Bid Submissions 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 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.

**B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B6.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.4 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B9. QUALIFICATION**

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.



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

B10.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B10.1.1 Bidders or their representatives may attend.

B10.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission 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.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC:23.3, 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.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

B13.1 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

**B14.5** The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of asphalt patching and paving at various locations in accordance with the specifications attached for the period May 2, 2005 to April 30, 2006.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2005.
- D2.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. DURATION OF CONTRACT**

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of May 2, 2005 to April 30, 2006.

#### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:  
Bonnie Konzelman, P. Eng.  
Civil/Structural Engineer  
Planning, Property and Development Department

3<sup>rd</sup> Floor – 65 Garry Street

Telephone No. (204) 986-2273

Facsimile No. (204) 947-2284

- D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 Except as provided for in GC:23.2.2, 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 address or facsimile number identified in D4.1.
- D6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
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 address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**SUBMISSIONS**

**D7. INSURANCE**

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual

liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D7.2 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.3 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

#### **D8. SECURITY CLEARANCE**

D8.1 Each individual proposed to perform Work under the Contract may be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D8.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D8.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D8.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D8.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

#### **SCHEDULE OF WORK**

##### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (ii) evidence of the workers compensation coverage specified in GC:6.14;

- (iii) evidence of the insurance specified in D7; and
- (iv) the security clearances specified in D8.
- (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.
- (c) Work shall commence on the Work on the Site within three (3) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.
- (d) The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.

#### **D10. TOTAL PERFORMANCE**

- D10.1 The Contractor shall achieve Total Performance within ten (10) consecutive Working Days of the commencement of the Work as specified in D9.
- D10.2 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.
- D10.3 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.

#### **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D12.1 Further to GC:6.26, 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).

#### **MEASUREMENT AND PAYMENT**

##### **D13. INVOICES**

- D13.1 Further to D6.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) The City's order number;
  - (b) Date(s) of provision of services;
  - (c) Location at which service was provided;
  - (d) Type and quantity of services provided;
  - (e) The amount payable with GST and PST shown as separate amounts; and
  - (f) The Contractor's GST registration number.



D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D14. PAYMENT**

D14.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D15. WARRANTY**

D15.1 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or

D15.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS**

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

#### **E2. GENERAL WORK REQUIREMENT**

- E2.1 The Contractor shall provide asphalt patching and paving in accordance with the requirements hereinafter specified.
- E2.2 A number of City Departments or Branches, mainly Planning, Property and Development, Public Works, Winnipeg Police Services and Fire Paramedic Departments require asphalt maintenance on such items as parking lots, driveways, tennis courts, side walks, and drainage channels. The intent of this specification is to hire an asphalt Contractor for the 2005/2006 season to carry out all repairs in accordance to the Standard Construction Specifications of the City of Winnipeg (Works and Operations Division).
- E2.3 Because many of these projects are small, a mobilization cost shall be provided for each Site in addition to unit costs. In the case of employee parking lots, it may be more convenient for the Contractor to complete this Work after 5:00 p.m. or on weekends. It is anticipated that each department will contact the successful Contractor individually with a list of repair projects and visit each Work Site with the foreman to mark out area of Work. It will also be the responsibility of each department to confirm quantities, provide inspection and process payment.
- E2.4 The Contractor shall be familiar with the City of Winnipeg Standard Construction Specifications and have a proven track record in asphalt paving along with sufficient equipment and workers at their disposal to complete the Work.
- (a) The City of Winnipeg Standard Construction Specifications are to be strictly adhered to at all times, however method of payment will be as stated on Form B: Prices. Contractor shall provide weight tickets from authorized scales for items paid for by weight methods (see E16 & E17).
- E2.5 Note: Contractor's invoice must include breakdown of prices as per Form B: Prices showing the various units along with associated scale tickets used for each Site. Lump sum invoicing will not be honoured for payment. Contractor must submit a copy of breakdown of prices to the Contract Administrator. (Note Invoice should be submitted to requesting Department.)
- E2.6 These specifications are intended for patching and paving of small areas.

#### **E3. MOBILIZATION**

- E3.1 This cost is to be paid to the Contractor on a per Site repair. This cost covers initial visit to the Site and for bringing the necessary equipment and workers to the Site. There will only be one

payment per Site regardless if Contractor has to return to the Site to complete Work remaining from a previous day or to clean up deficiencies.

#### **E4. REMOVAL OF ASPHALT PAVING**

E4.1 The Work under this section covers scraping off cracked surface asphalt and trimming to sound asphalt with jack hammers or saws. This payment shall be on a unit area basis as measured in the field by the nearest 0.5 square metres.

E4.2 Work under this section covers removal, disposal off Site and clean up.

#### **E5. GRADING AND COMPACTION OF BASE**

E5.1 This section of the Work covers grading and compaction of the existing base. This unit applies to cases where there is an existing granular parking lot that requires grading or in the case of where an area has been excavated and the clay sub-grade requires compaction. Methods for compaction shall be as specified in CW3110-R7 of the Standard Specifications.

E5.2 Payment for this unit shall be on a square metre basis.

#### **E6. EXCAVATION AND REMOVAL**

E6.1 In excavation depths over 150mm, the volume shall be measured for excavated material (usually removal of silt pockets or other unsuitable material).

E6.2 Payment for Work under this section covers excavation and disposal off Site by the Contractor and shall be measured in the field to the nearest 0.5 cubic meter.

#### **E7. SUPPLY AND PLACING OF LIMESTONE SUB-BASE**

E7.1 This unit covers supplying and placing of sub-base material in deep fill areas or excavations over 150mm and covered under Section CW3110-R7. Payment shall be based on ticket weight basis or on an estimated portion for partial loads. Compaction shall be by means of vibrating mechanical compactors in lifts not exceeding 150mm.

E7.2 Payment shall be based on ticket weight measurement for supply and placing. For partial loads per Site, the estimated weight shall be used.

#### **E8. SUPPLY AND PLACING OF BASE COURSE**

E8.1 This unit covers supply and placing of base course materials in areas where new base course material is to be supplied under asphalt paving.

E8.2 Payment shall be based on ticket weight measurement for supply and placing. For partial loads per Site, the estimated weight shall be used.

#### **E9. SUPPLY AND PLACING OF ASPHALT (0.5 TO 6 TONNES)**

E9.1 This unit applies to small patching (0.5 to 6 tonnes) per Site and includes supply, placing and rolling of hot asphaltic pavement as per Standard CW3410-R6 and payment by means of ticket weight. In most cases this Work involves hand placing of asphalt in potholes or areas of settlement and compaction with a light roller to produce a smooth dense finish.

E9.2 Payment shall be based on ticket weight measurement for supply and placing. For partial loads per Site, the estimated weight shall be used.

**E10. SUPPLY AND PLACING OF ASPHALT (6 TO 30 TONNES)**

- E10.1 This unit applies to larger areas of patching or payment (6 to 30 tonnes) per Site where asphalt spreaders or asphalt finishers can be employed. Compaction of finished asphaltic pavement shall be by means of pneumatic tire roller and steel wheel rollers. All Work shall be carried out as per Standard CW3410-R6 and payment by means of ticket weight.
- E10.2 Payment shall be based on ticket weight measurement for supply and placing. For partial loads per Site, the estimated weight shall be used.

**E11. ASPHALT SPEED BUMPS**

- E11.1 This unit covers the supply and installation of standard asphalt speed bumps (approximately six inches by eighteen inches high) in designated areas of existing concrete or asphalt roadways.
- E11.2 Payment for above Work covers all material and labour necessary to complete the Work and payment shall be on a lineal metre basis. There will be no additional payment for asphalt by weight for this item.

**E12. JOINT AND CRACK MAINTENANCE**

- E12.1 This unit covers routing and repairing asphalt or concrete in driveways, parking lots and tennis courts as per CW3250-R6. In the case of tennis courts or walkways, a modified surface treatment may be necessary.
- E12.2 Payment shall be on a lineal measurement.

**E13. SUPPLY AND INSTALLATION OF PRE-CAST PARKING CURBS**

- E13.1 This item applies to supply and installation of new eight foot (8") long standard pre-cast curbs. Installation shall consist of driving in 3-15mx24 inch reinforcing rods into the pavement. In the case of replacing of existing curbs, the Contractor shall remove and dispose of deteriorated curbs.
- E13.2 Payment for this Work shall be on an each curb basis.

**E14. RELOCATION OF EXISTING PRE-CAST CURBS**

- E14.1 This item applies to the relocation of existing pre-cast concrete curbs (on the same Site). This includes pulling out (or driving into the ground at least 3 inches below the surface) the existing dowels, moving the curbs to the new location and installing 3-15mx24 inch reinforcing rods into the pavement.
- E14.2 Payment under this item will also be made in cases where the curbs are to be removed or relocated for asphalt patching or paving. These dowels are to be predrilled into the concrete on asphalt surface. Payment for this Work shall be on a unit curb basis.

**E15. SUPPLY AND INSTALLATION OF "ASR" CURBS**

- E15.1 This item applies to supply and installation of new 8" x 5-1/4" x 8" "ASR" (recycled Auto Shredder Residue) curbs such as "Impact-Curb" manufactured by X Potential Products (204) 224-3933 or approved equal curbs shall be installed according to manufacturer's instructions. In the case of replacing existing curbs, the Contractor shall remove and dispose of deteriorated curbs.
- E15.2 Payment for this Work shall be on a unit basis per curb.

**E16. VERIFICATION OF WEIGHTS**

- E16.1 All products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.
- E16.2 All weigh tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.
- E16.3 The tare weight and net weight may either be hand written or machine printed.
- E16.4 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to;
- (a) checking Contractors scales for Consumer & Corporate Affairs certification seals.
  - (b) observing weighing procedures.
  - (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale.
  - (d) checking tare weights shown on delivery tickets against a current tare (not more than one month old) to be carried in all trucks delivering weight measured materials to City of Winnipeg projects.
- E16.5 It shall be the truck owner's responsibility to obtain this tare and keep it current. This tare shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:
- (a) which scale the truck was weighed on
  - (b) the mechanically printed tare weight
  - (c) the licence number (s) of the truck and trailer(s)
  - (d) the time and date of weighing
- E16.6 No charge shall be made to the City for any delays or loss of production caused by such inspection and verification.
- E16.7 Arrangements for the use of independent scales shall be made by the Contract Administrator and shall be at no cost to the Contractor.

**E17. TRUCK WEIGHT LIMITS**

- E17.1 The Contractor is reminded of weight restrictions of vehicles included in the City of Winnipeg Traffic By-Law.
- E17.2 The Contractor is advised that there will be no payment for any portion of a commodity, which results in the vehicle exceeding the allowable gross vehicle weight for that vehicle, unless such vehicle is operating under special permit.