



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 249-2013**

**PROVISION OF CONCRETE REPAIRS AND PAVING**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF CONCRETE REPAIRS AND PAVING

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 24, 2013.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 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.

B4.2.3 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/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.
- 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/she 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 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 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID COMPONENTS**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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 B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- 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/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.
- 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/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;
- (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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should 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 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.3 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.

B8.4 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; 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.

B9.2 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>

B9.3 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);

B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B9.5 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.

B9.6 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.

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

B10.1 Bids will not be opened publicly.

B10.2 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/>.

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 Division website at <http://www.winnipeg.ca/matmgt/>.

B10.4 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.

## **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/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 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.

- 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 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 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, or acceptable deviation therefrom (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 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.
- B13.3 Further to B13.1(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.
- 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 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

### **B14. 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, in accordance with B13.

B14.3.1 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.

B14.4 Notwithstanding C4, 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 C1.1, 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

### 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](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 concrete repairs and paving at various locations in accordance with the specifications attached for the period of May 1, 2013 to April 30, 2014 with the option of two (2) mutually agreed upon one (1 ) year extensions

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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

D3.1 The Contractor shall perform the Work of this Contract during the period of May 1, 2013 to April 30, 2014.

#### **D4. DEFINITIONS**

D4.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Brent Piniuta, P.Eng.  
The City of Winnipeg  
Planning, Property & Development  
Telephone No. 204 986-3816

D5.2 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.

**D6. CONTRACTOR'S SUPERVISOR**

D6.1 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.

**D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

**D8. NOTICES**

D8.1 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.

D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.3, D8.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D5.1.

D8.3 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

D8.4 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

**SUBMISSIONS**

**D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 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.

## **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 and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for 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;
- (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 Contract Administrator 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 seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

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.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 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 D9;
  - (ii) evidence of the workers compensation coverage specified in C6.15; and
  - (iii) evidence of the insurance specified in D10.
- (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.

D11.3 The Contractor shall commence the Work on the Site within three (3) Working Days of placing of an order, except where otherwise agreed at the time of ordering.

### **D12. TOTAL PERFORMANCE**

D12.1 The Contractor shall achieve Total Performance for each Site within ten (10) consecutive Working Days of the commencement of the Work as specified in D11.

D12.2 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.

- D12.3 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.

### **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **CONTROL OF WORK**

#### **D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D14.1 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).

#### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D15.1 Further to B9.4, 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 B9.4.

### **MEASUREMENT AND PAYMENT**

#### **D16. INVOICES**

- D16.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

- D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

- D16.4 Bids Submissions must be submitted to the address in B6.5.

**D17. PAYMENT**

D17.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D18. WARRANTY**

D18.1 Warranty is as stated in C13.

D18.2 Notwithstanding C13.2, 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.

D18.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

## 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>
D-1	Details Bollards

#### 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 Waste Departments require concrete pavement on such items as parking lots, driveways, wading pools, side walks, and drainage channels. The intent of this specification is to hire a concrete Contractor for the 2012/2013 season to carry out all concrete repairs in accordance with 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. It is anticipated that each department will contact the Contractor individually with a list of repair projects and visit each Work Site to mark out the area of Work. It will also be the responsibility of each department to confirm quantities, provide inspection and process payment.
- E2.4 The Contractor should be familiar with the City of Winnipeg Standard Construction Specifications and shall have a proven track record in concrete paving along with sufficient equipment and workers at their disposal
- E2.5 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 E17).
- E2.6 Note: Contractor must submit a copy of breakdown of prices to the Contract Administrator (and/or User) 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.)
- E2.7 These specifications are intended for patching and paving of small areas.
- E2.8 All concrete on this contract shall be TYPE 1(32MPa) for all paving other than sidewalks, which shall by TYPE 2 (30 MPa):



- (a) Concrete shall meet requirements of Winnipeg Standard Construction specification CW3310-R9.
- (b) All concrete shall be reinforced with 10M rebar spaced at 400mm on centre.

### **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 men 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 CONCRETE PAVEMENT**

- E4.1 In areas as designated by the City the Contractor shall saw cut the deteriorated concrete to one half the slab depth and remove the concrete and 150mm of the subgrade. The broken concrete and subgrade shall be removed off Site at the Contractor's expense. The removal of the concrete will cover demolition of concrete of various thickness plus the excavation of the subgrade.
- E4.2 The Work under this Section covers saw cutting edges (in the case of isolated patches), breaking up of the concrete, removal of the concrete, excavation of 150mm of the subgrade and disposal of the excess material. Payment shall be based on field measurements as measured by the Contract Administrator or his designate to the nearest 0.5 square metres.
- E4.3 In areas where no concrete exists and a new pavement will be required, the Contractor will be paid a separate price per square metre for excavation and removal of subgrade material under Item 4 on the Form B: Prices.

### **E5. REINFORCED CONCRETE PAVEMENT**

- E5.1 Work under this Section covers compaction of sub grade, supply and installation of 150mm granular base, reinforcing and concrete. All material and construction shall be based on the City of Winnipeg Construction Specifications unless otherwise specified.
- E5.2 All new concrete shall be saw cut to match existing joints and these saw cuts and construction joints shall be sealed in accordance with the requirements of Specification CW3310 R9. Saw cutting and sealing for new construction is incidental to Work under this Section.
- E5.3 The Work covered under this Section does not cover supply and installation of epoxy coated tie bars, which are paid as a separate item.
- E5.4 Payment for this Work under this item is based on field measurements for the various concrete thickness as shown in the Form B: Prices. These measurements will be taken by the Contract Administrator or his designate to the nearest 0.5 square metre.

### **E6. UNI-STONE PAVING AND BASE**

- E6.1 In some areas the City may want uni-stone walkways installed. Work under this Section covers excavation, supply 300mm of limestone base, compaction, sand bedding, precast retaining curbs and installation of standard uni-stone pavers according to Specification CW3330-R3.
- E6.2 Payment shall be made on the basis of field measurements by the Contract Administrator for uni-stone paving to the nearest 0.5 square meters.

### **E7. REMOVAL AND REPLACEMENT OF CONCRETE CURBS**

- E7.1 In areas where curb requires replacing the Contractor shall demolish the existing curb and construction of new curbs according to Specification CW3240-R5 and Drawings SD-205 and SD-206A.

E7.2 Payment for demolition and new construction shall be based on lineal measurements.

**E8. ROUTING AND SEALING CONCRETE PAVING**

E8.1 This unit covers repairs of routing and repairing asphalt or concrete in driveways, and parking lots as per CW3250-R6. This Work covers routing and sealing joints in concrete pavement where pavement has cracked or where old sealant has failed.

E8.2 Payment shall be on a lineal measurement.

**E9. INSTALLATION OF TIE BARS OR DOWELS**

E9.1 In areas where concrete patches are being made adjacent to existing concrete, the Contract Administrator may request tie bars or dowels installed. The tie bars shall be 20M epoxy coated reinforcing 600mm long. Spaced at 900mm. Dowels shall be 450mm long, 20M smooth bars @ 450 on centre. All Work shall be carried out according to Specification CW3220-R4 and Drawing D-1.

E9.2 Payment shall be on a unit basis for drilling, grouting, supply and installation for each bar.

**E10. SUPPLY AND PLACE BASE COURSE**

E10.1 This unit covers supply and placing granular base course or 3/4" limestone base material in areas of deep excavation or as a finish surface where concrete or interlocking pavers are not to be the finished surface. Contractor should note that the 150mm base provided under all concrete or the 300mm base under uni-stone paving is covered under another Section. This unit is for areas where extra base is requested.

E10.2 Compaction shall be by means of vibrating mechanical compactors in lifts not to exceed 150mm.

E10.3 Payment shall be based on scale weight basis or on an estimated volume for partial loads.

**E11. LABOUR COMPLETE WITH HAND TOOLS**

E11.1 In certain circumstances the Work assigned may require additional labour. This labour shall include the cost of an experienced cement finisher complete with hand tools such as shovels, skill saw, hammer, sledge hammer, trowel, wheelbarrow, broom, concrete drill and transportation.

E11.2 Payment for this Work will be on an hourly basis per man-hour. If material other than shown on the Form B: Prices is ordered, then payment shall be on the basis of 10% over invoice price.

**E12. SUPPLY AND INSTALL PRECAST PARKING CURBS**

E12.1 This item applies to supply and installing new eight-foot (8') long standard precast curbs. Installation shall consist of driving into 3 #15 x 24 inch reinforcing rods into the subgrade. In the case of replacing of existing curbs, the Contractor shall remove and dispose of deteriorated curbs.

E12.2 Payment for this Work shall be on a unit basis for each curb.

**E13. SUPPLY AND INSTALLATION OF "ASR" CURBS**

E13.1 This item applies to supply and installation of new 8"x5¼"x8' "ASR" (recycled Auto Shredder Residue) curbs such as "Impact-Curb" manufactured by X Potential Products (204)224-3933. 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.

E13.2 Payment for this Work shall be on a unit basis per curb.

**E14. RELOCATION OF EXISTING PRECAST CURBS**

E14.1 This item applies to the relocation of existing precast 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 curb to the new location and installing 3 #15 x 18 inch steel dowels. These dowels are to be predrilled into the concrete or asphalt.

E14.2 Payment for this Work shall be on a unit basis for each curb.

**E15. 4 INCH DIAMETER STEEL BOLLARDS**

E15.1 Supply and install 4 inch inside diameter steel bollards set in concrete or surface mounted as per drawings. The steel bollard is to be filled and capped with concrete. Once the concrete is set the bollard shall receive 1 coat red oxide primer and 1 coat bright yellow enamel paint.

E15.2 Payment for this Work shall be on a unit basis.

**E16. SODDING**

E16.1 In small areas the City will require the removal of the existing grass surface (usually by excavation or rototilling) and the installation of new topsoil and sodding. All material and construction shall be based on the City of Winnipeg Standard Construction Specifications CW3510-R4 or latest revision.

E16.2 Payment for this Work is on a unit area basis, based on field measurements taken by the Contract Administrator and calculated to the nearest 0.5 square metres

**E17. VERIFICATION OF WEIGHTS**

E17.1 All products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E17.2 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.

E17.3 The tare weight and net weight may either be hand written or machine printed.

E17.4 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.

E17.5 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

E17.6 No charge shall be made to the City for any delays or loss of production caused by such inspection and verification.

E17.7 Arrangements for the use of independent scales shall be made by the Contract Administrator and shall be at no cost to the Contractor.

**E18. TRUCK WEIGHT LIMITS**

E18.1 The Contractor is reminded of weight restrictions of vehicles included in the City of Winnipeg Traffic By-Law.

E18.2 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