



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 273-2005**

**MAINTENANCE OF CONCRETE PAVEMENT (JOINT AND CRACK SEALING)**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 MAINTENANCE OF CONCRETE PAVEMENT (JOINT AND CRACK SEALING)

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 28, 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. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that the surface type (asphalt or concrete) may vary from street to street and from block to block. The bidder should view the sites if surface type is a concern.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting 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 D4.1.

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. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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; and
  - (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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 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 B14.

B6.9 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. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid; and
- (b) Form B: Prices.

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 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.

B7.3.1 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 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

## **B8. BID**

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

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

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

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

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers; and
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. QUALIFICATION**

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
  - (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).
- B10.2 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.
- B10.3 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.
- B11. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B11.1 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.
- B11.1.1 Bidders or their representatives may attend.
- B11.2 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>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 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.

**B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work 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 9 of Form A: Bid.

**B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B13.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price; and
  - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.5 This Contract will be awarded as a whole.

#### **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* 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 Provision of Services*, 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 "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of joint and crack sealing of designated street pavements in the City of Winnipeg
- D2.2 The major components of the Work are as follows:
- (a) cleaning existing joints and cracks in the pavement of identified streets;
  - (b) routing and sealing cracks in the pavement of identified streets; and
  - (c) application of approved joint sealant.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Ken Boyd, P. Eng.  
Support Services Engineer  
Streets Maintenance Division  
104 – 1155 Pacific Avenue  
Winnipeg, MB R3E 3P1  
Telephone No.: (204) 986 – 5076

Facsimile No.: (204) 986 – 5566

- D4.2 At the pre-commencement 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-commencement 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 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 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.

- D6.4 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

- D6.5 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. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

#### **D8. WORKERS COMPENSATION**

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D9. INSURANCE**

D9.1 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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.

D9.4 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.

#### **SCHEDULE OF WORK**

##### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

D10.2 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 D8; and
  - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

## **D11. SUBSTANTIAL PERFORMANCE**

- D11.1 The Contractor shall achieve Substantial Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D10.
- D11.2 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.
- D11.3 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.

## **D12. TOTAL PERFORMANCE**

- D12.1 The Contractor shall achieve Total Performance for the locations listed in E8 within fifty (50) consecutive Working Days of the commencement of the Work as specified in D10.
- 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. LIQUIDATED DAMAGES**

- D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$ 500.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D14. JOB MEETINGS**

- D14.1 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.

D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D15.1 Further to GC.5.02, 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**

**D16. PAYMENT SCHEDULE**

D16.1 Further to GC.9.01 and GC.9.03, payment for the work inspected and accepted, shall be in accordance with the following payment schedule:

- (a) after 15 consecutive working days;
- (b) after 30 consecutive working days; and
- (c) after total performance.

D16.2 The Contractor shall be aware that pending budget funding, locations may be added or deleted.

**D17. MEASUREMENT**

D17.1 Further to Division 4 – CW3250 – R6, crack cleaning and sealing of previously sealed routed cracks in existing Portland Cement pavement will be paid for at the contract unit price per metre for crack routing and sealing (2mm to 10mm). The length to be paid for shall be the number of metres of previously routed cracks cleaned and sealed in accordance with this specification.

**WARRANTY**

**D18. WARRANTY**

D18.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D18.2 Notwithstanding GC.10.01, GC.10.02 and D18.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 *The City of Winnipeg Works and Operations Division Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 Division 2 – General Requirements of the City of Winnipeg Works and Operations Division Standard Construction Specifications shall apply to the Work.
- E1.1.2 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over the City of Winnipeg Works and Operations Division Standard Construction Specifications.

#### **E2. TRUCK WEIGHT LIMITS**

- E2.1 The City 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.

#### **E3. JOINT AND CRACK SEALING OF PREVIOUSLY SEALED CONCRETE STREETS**

- E3.1 Further to Division – 4 CW3250 –R6, for previously sealed concrete pavements, all existing sealants, dirt and foreign material shall be removed using a joint plow designed and operated to avoid chipping, cracking and spalling of the vertical walls of the joint and previously routed random crack reservoirs to a minimum depth of 25 mm below the pavement surface.
- E3.2 A joint cleaning saw shall be used to clean the vertical walls of the joints and previously routed random cracks prior to sealing. The saw shall be specifically designed to dress and remove all adhered laitance or residue.

#### **E4. JOINT AND CRACK SEALING OF CONCRETE STREETS**

- E4.1 Further to Division 4 – CW3250-R5, for concrete pavements, place joint sealant 2 millimetres to 4 millimetres above the surface to provide a band-aid seal over the joint or crack. Upon completion, the sealant will overlap either side of the crack by a minimum of 25 millimetres.

#### **E5. CLEAN-UP**

- E5.1 Further to GC 6.29 Clean-up and Final Cleaning of the Work, the Contractor will be required to carry out power sweeping operations of the Streets once the sealant has cured. In addition, the Contractor will be required to carry out power sweeping operations of the streets where spray type equipment (ie. AMZ machine, Road Patcher machine, etc.) is used in conjunction with emulsified asphalt and aggregates once the repair has cured. Streets to be cleaned will be determined by the Contract Administrator. Street cleaning operations will be considered as incidental to the Works included in this Specification.

#### **E6. TEMPORARY “NO PARKING” SIGNS**

- E6.1 The contractor shall follow the City of Winnipeg Procedure No. P91 – 01 for the placement of temporary “No Parking” signs where required to facilitate the joint and crack sealing operation. A copy of the procedure can be obtained from the Contract Administrator.

E6.2 Further to the City of Winnipeg's Procedure for Placement of Temporary "No Parking" Signs (Procedure No. P91-01), where the Contractor is unable to work, due to inclement weather or any other work stoppage, all "No Parking" signs on Regional Streets shall be removed immediately.

## **E7. TRAFFIC CONTROL**

E7.1 Further to clauses 3.6 and 3.7 of CW 1130-R1, and in accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) will be responsible for the placement, maintenance and removal of devices to ensure a safe work site enclosure.

E7.2 Further to clause 3.7 of CW 1130-R1, the Contractor shall maintain a minimum of one lane of traffic at all times.

E7.3 Further to clause 2.06, of the Manual of Temporary Traffic Control in Work areas on City Streets, Joint and Crack Sealing shall not be considered an emergency or long-term construction project, therefore, traffic lanes on Regional Streets may not be closed during peak traffic hours.

## **E8. LOCATIONS**

E8.1 The Contractor shall seal the following Regional and Local Streets which are identified below:

### **E8.1.1 Concrete Regional Streets**

Kenaston Blvd. N/Bound (Lindenwood Drive E. – Rothwell Rd.)  
Kenaston Blvd. S/Bound (McGillivray Blvd. – Scurfield Blvd.)  
Dakota St. (John Forsyth Rd.-Algate Rd.)  
Keewatin St. N/Bound (Logan Ave. - 600 metres North)  
Regent Ave. E/Bound (Owen St. - Plessis Rd.)  
Corydon Ave. (Stafford St. - Lilac St.)  
Graham Ave. (Vaughan St. – Main St.)  
"Stradbrook Ave. (Donald St. - Main St.)"

### **E8.1.2 Concrete Local Streets**

#### North Area

Pacific Ave. (Princess St. – Main St.)  
Henry Ave. (Tecumseh St. – Sherbrook St.)  
Henry Ave. (Ellen St. - #467 Henry Ave.)  
Henry Ave. (Gunnell St. - Higgins Ave.)  
Bannatyne Ave. (Princess St. - King St.)  
Bannatyne Ave. (Main St. - Albert St.)  
Bannatyne Ave. (Princess St. – Adelaide St.)  
Rupert Ave. (Princess St. – King St.)  
Rupert Ave. (King St. – Main St.)  
Patrick St. (Logan Ave. – Henry Ave.)  
Ellen St. (Henry Ave. – Logan Ave.)  
Gunnell St. (Henry Ave. – Higgins Ave.)  
Chambers St. (Henry Ave. – Logan Ave.)  
Reitta St. (Henry Ave. – Logan Ave.)  
Laura St. (Logan Ave. – Henry Ave.)  
Ross Ave. W. (Jordon St. – Langford St.) includes Jordon Intersection  
Pacific Ave. (#1155 Pacific Ave. – West End of Concrete)

Powell Ave. (Border St. – East End of Concrete)  
Air Force Way (Ness Ave. – Silver Ave.)  
Sheppard St. (Redwood Ave. – Burrows Ave.)  
McKenzie St. (Machray Ave. – Church Ave.)  
Robertson St. (Bannerman Ave. – Cathedral Ave.)  
Aberdeen Ave. (McPhillips St. – Radford St.)  
Sargent Tommy Prince St. (College Ave. – Redwood Ave.)  
Angus St. (Sutherland Ave. – Rover Ave.)  
Redwood Ave. (McPhillips St. – Radford St.)  
Yard St. (Jarvis Ave. – Sutherland Ave.)  
Sutherland Ave. (Yard St. – East to R/R Tracks)  
Powers St. (Sutherland Ave. – Dufferin Ave.)  
McKenzie St. (Aberdeen Ave. – Redwood Ave.)  
Giive cove (Jarvis Ave. – N. End)  
Habitat Pl. (Jarvis Ave. – Jarvis Ave.)  
Burnside Way (Jefferson Ave. – Foxwarren Dr.)  
Sochie Pl. (Burnside Way – W.End)  
Lasker Pl. (Burnside Way – E.End)  
Foxwarren Dr. (Ritchie St. – Ritchie St.) includes 2 cul-de-sacs  
Gelhorn Pl. (Foxwarren Dr. – S.End)  
Malanchuk Pl. (Foxwarren Dr. – W.End)  
Prelest Pl. (Ritchie St. – W.End)  
Philiman Pl. (Ritchie St. – W. End)  
Boundary Bay (Ritchie St. – Ritchie St.)  
Ritchie St. (S. Leg of Boundary Bay – N. End Ritchie)  
Ritchie St. (#4 Ritchie St. - #20 Ritchie St.)  
Allan Blye Dr. (Leila Ave. – Amber Trail)  
Altamont St. (Leila Ave. – Verona Dr.)  
Nyree Cove (Verona Dr. – N.End)  
Vistula Way (Verona Dr. – Ambergate Dr.)  
Oakburn (Simkin Dr. – S.End)  
Jack Kolt Pl. (Willowood Rd. – W.End)  
Willowood Rd. (Simkin Dr. – Monty Hall Dr.)  
Oakhurst Cr. (Monty Hall Dr. – Monty Hall Dr.) includes cul-de-sac at S.End  
Oakglen (Monty Hall Dr. – N.End)  
Oakstone (Monty Hall Dr. – N.End)  
Monty Hall Dr. (Simkin Dr. – Oakhurst  
Strewchuk Bay (Simkin Dr. – Simkin Dr.)

#### South Area

Bower Blvd. (Grant Ave. – S. End)  
Bardsley Pl. (Billingham Pl. S.End)  
Billingham Pl. (Holland Blvd. – W.End)  
Blackburn Lane (Billingham Pl. – Burnley Pl.)  
Burnley Pl. (Holland Blvd. – W.End)  
Colchester Bay (Holland Blvd. – Holland Blvd.)  
Stockton Pl. (Colchester Bay – S.End)  
Holland Blvd. (Colchester Bay N. Leg – “West Taylor Blvd.”)  
West Taylor Blvd. Service Rd. (#2165 - #2215)  
West Taylor Blvd. Service Rd. (#2194 - #2234)  
West Taylor Blvd. Service Rd. (#2221 - #2261)  
West Taylor Blvd. Service Rd. (#2238 - #2262)  
West Taylor Blvd. (Shaftesbury Blvd. – Holland Blvd.)  
Park Blvd. S. (Park Pl. E. – West Taylor Blvd.)  
Dunbar Cr. (Portsmouth Blvd. – Andover)

Coopman Cr. (Cathcart St. – N.End)  
Parkin Ave. (Laxdal Rd. – McLean St.)  
Ronnander cove (Bloomer Cr. – E.End)  
Collett Cove (Bloomer Cr. – E.End)  
Bloomer Cr. (Laxdal Rd. – Parkin Ave.)  
Mayfield Cr. (Eldridge Ave. – Elmhurst Rd.)  
Ghent cove (Mayfield Cr. – W.End)  
Allbutt Pl. (Mayfield Cr. – W.End)  
Ronse Cove (Mayfield Cr. – W.End)  
Yarmouth Cove (Mayfield Cr. – W.End)  
Elmridge Cove (Mayfield Cr. – W.End)  
Mayfield Cr. (#227 - #179)  
Olinyk Cove (Mayfield Cr. – W.End)  
Gnapp Cove (Mayfield Cr. – W.End)  
Turcotte Cove (Mayfield Cr. – W.End)  
Hartland Cove (Lannoo Dr. – E.End)  
Lacroix Bay (Lannoo Dr. – W. End)  
Oakgrove Bay (Lannoo Dr. – S.End)  
Lannoo Dr. (Roblin Blvd. – William Marshall Way)  
Sanders Bay (William Marshall Way – W.End)  
Great Elm (William Marshall Way – E.End)  
William Marshall Way (Roblin blvd. – Lannoo Dr.)  
Cambridge St. (Kingsway – Corydon Ave.)  
Dorchester Ave. (Cambridge St. – E/Side of Thurso St.)  
Harvard Ave. (Cambridge St. – Rockwood Ave.)  
Ruskin Row (Grosvenor Ave. – Harvard Ave.)  
Cockburn St. N. (Jessie Ave. – Mulvey Ave.)  
Fleet Ave. (Hugo St. N. – Cockburn St. N.)  
Borebank St. (Corydon Ave. – Kingsway)

#### East Area

Molson St. (Connery Ave. – 20 m South of Norwich)  
Munroe Ave. (Louelda St. – Molson St.)  
Gateway Rd. (Riverton Ave. – Johnson Ave. W.)  
Chalmers Ave. (Watt St. – Raleigh St.)  
Panet Rd. (Nairn Ave. – 20 m N. Of Munroe)  
Budden Dr. (Gateway Rd. – Tupelo Ave.)  
Jeffrey Cr. (Gateway Rd. – Tupelo Ave.)  
Strongberg Dr. (Ragdill Rd. – Mclvor Ave.)  
Green Meadows Ave. (Strongberg Dr. – Ragdill Rd.)  
Allan Rouse Cove (Ragdill Rd. – N.End)  
Drobot Pl. (Ragdill Rd. – Ragdill Rd.)  
Jorwoski Cove (Alberhill Cr. – E.End)  
Sunrise Cove (Alberhill Cr. – N.End)  
Spring Valley Rd. (Springfield Rd. – Alberhill Cr.)  
Alberhill Cr. (Sun Valley Dr. – Alberhill Cr. W. Leg)  
Claus Bay (Whellams Lane – Whellams Lane)  
Kildonan Dr. S/Bound (Leighton Ave. – Green Ave)  
Kildonan Dr. N/Bound (Green Ave. - #869 Kildonan Dr.)  
Eastwood Dr. (Henderson Hwy. – Glenway Ave.)  
Outhwaite Dr. (Jacques Ave. – Shauna Way)  
Shauna Way (Skowron Cr. – Orum Dr.)  
Bradley St. (Regent Ave. W. – N.End of Concrete)  
Camiel Sys St. (Mazenod Rd. – the new concrete East of Beghin Ave.)  
Beghin Ave. (Camiel Sys St. – South approach to #150 Beghin Ave.)

Pandora Ave. (Bournais Dr. – Robson St.)