# PART E

# **SPECIFICATIONS**

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# GENERAL

## E1. GENERAL

E1.1 These Specifications shall apply to the Work.

### E2. GOODS

- E2.1 The Contractor shall supply and deliver asphalt, hot mix for paving operations in accordance with the requirements hereinafter specified in Clause E5.1.
- E2.2 Item No. 1 asphalt hot mix shall be a type 1A.
- E2.3 Item No. 2 asphalt hot mix shall be a type II.
- E2.4 Item No. 3 asphalt hot mix shall be a recycled mix 10% RAP.

# E3. DELIVERY

- E3.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E3.1.1 Daily requirements could vary from 0 to 700 tonnes. The Contractor shall deliver asphalt, hot mix to the City of Winnipeg at the rate of 100 tonnes per hour when requested by the Contract Administrator:
  - (a) the City of Winnipeg will normally require between four (4) to eight (8) semi trailer trucks for its daily paving operations. Where site conditions warrant, tandem axle dump trucks may be required.
- E3.1.2 The City of Winnipeg shall advise the Contractor before 4:00 p.m. every Friday of the tentative daily requirements of asphalt, hot mix for the following week. Notwithstanding the above, these requirements could change subject to uncontrollable circumstances such as inclement weather and equipment breakdowns.
- E3.1.3 The City of Winnipeg shall notify the Contractor before 3:00 p.m. each Business Day to provide approximate requirements, for the following; the number of trucks, tonnage, and start times for the following day.
- E3.2 Goods shall be delivered between 6:00 a.m. and 6:00 p.m. on Business Days, exclusive of all Statutory holidays.

#### E4. PLANT FACILITIES

- E4.1 The Contractor's plant must be of sufficient size so as to supply asphalt, hot mix for the City's orders at the rate of 100 tonnes per hour on demand.
- E4.2 The Contractor must provide at no cost to the City of Winnipeg the following, at the plant location for the duration of the Contract:
  - (a) telephone with appropriate personnel to receive communications from City staff during working hours. These communications must remain in operation until notified by City staff that sufficient material has been received to complete the days work.

# E5. ASPHALT CONCRETE MIXES

- E5.1 The Asphaltic concrete items listed on Form B: Prices, must be produced and meet all the requirements and specifications of the current City of Winnipeg Standard Construction Specifications CW 3410 R5 for production. This information is available in Adobe Acrobat (.pdf) format at The City of Winnipeg Materials Management internet site <a href="http://www.winnipeg.ca/matmgt/info.stm">http://www.winnipeg.ca/matmgt/info.stm</a>;
- E5.2 The Contractor shall provide the Contract Administrator with the mix design statements for these items described on Form B: Prices and in accordance with CW3410 R5:6.1 prior to the supply of material to the City within fifteen (15) working days after notification.

#### E6. WAITING TIME

- E6.1 Bidders shall state a price that includes twenty (20) minutes for unloading from the time of arrival at the job site. For each fifteen (15) minute interval or portion thereof in excess of twenty (20) minutes, the Contractor will be paid waiting time.
- E6.2 Should the Bidder fail to insert a price for waiting time on Form B: Prices, it will be assumed that the waiting time is zero (0) and no additional payment will be required for waiting.

#### E7. WEEK-END PREMIUMS

E7.1 From time to time, the City may require asphalt, hot mix on Saturday or Sunday. The Contractor shall be paid the Bid price per tonne (Form B: Prices) for all hot asphalt supplied on weekends. The price shall include all additional costs associated to deliver the material. These prices will be paid based on the actual number of tonnes purchased.

#### E8. NOTIFICATION

- E8.1 The Contractor shall notify the Contract Administrator immediately whenever the Plant Facility becomes in-operative and shall provide an approximate time/date when the plant is expected to become operational.
- E8.2 Upon receiving notification of a plant breakdown, the City may decide to shut down its paving operations **on the day of the plant breakdown** or may chose to arrange, at the Contractors expense, to supply asphalt, hot mix from an alternate supplier. Should the City chose to arrange for an alternate supplier, the Contractor must provide a delivery service from the chosen alternate source of supply at the same rate it would normally charge for delivery from their plant.
- E8.3 Should the City require hot mix asphalt on the day after the plant breakdown and/or any days prior to the plant becoming operational again, the Contractor shall arrange, at his expense, for an alternate supply of asphalt, hot mix to meet the City's requirements until his plant becomes fully operational. The City will pay the Contractor, his bid price for the asphalt, hot mix under this arrangement.
- E8.4 Should the Contractor not be able to secure an alternate supplier on the day following the breakdown, the City of Winnipeg will attempt to secure an alternate supplier. If successful, the Contractor will reimburse the City of Winnipeg for the difference in price between the Contractor's bid price and the price paid by the City for any asphalt, hot mix.

### E9. DELAY OF SUPPLY

- E9.1 If the Contractor fails to supply asphalt, hot mix in sufficient quantities and in a timely fashion resulting in the City's asphalt crew waiting for material, the Contractor shall pay the City \$50.00 for each fifteen (15) minute period of delay.
- E9.2 The Contract Administrator will reduce any payment to the Contractor by the amount of any delay in asphalt supply assessed.

#### E10. REJECTED LOADS

- E10.1 It is the responsibility of the Contractor to dispose of any material not meeting relevant specifications and rejected by the City of Winnipeg of Winnipeg.
- E10.2 No payments will be made for rejected loads.

# E11. SURPLUS ASPHALT

E11.1 In the event that any material ordered by the City of Winnipeg is not used, (i.e. paver breakdown, surplus material at end of job, etc.) the City of Winnipeg will make payment for the supply and delivery and applicable waiting time plus any weekend premiums, but it shall be the responsibility of the Contractor to transport and dispose of such asphalt at no cost to the City of Winnipeg.