

## THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 595-2014** 

SUPPLY AND DELIVERY OF CONCRETE CRACK HEALER/SEALER AND SKID RESISTANT EPOXY CONCRETE OVERLAY

## **TABLE OF CONTENTS**

PART A - BID SUBMISSION	
Form A: Bid Form B: Prices	1 3
PART B - BIDDING PROCEDURES	
<ul> <li>B1. Contract Title</li> <li>B2. Submission Deadline</li> <li>B3. Enquiries</li> <li>B4. Confidentiality</li> <li>B5. Addenda</li> <li>B6. Substitutes</li> <li>B7. Bid Submission</li> <li>B8. Bid</li> <li>B9. Prices</li> <li>B10. Qualification</li> <li>B11. Opening of Bids and Release of Information</li> <li>B12. Irrevocable Bid</li> <li>B13. Withdrawal of Bids</li> <li>B14. Evaluation of Bids</li> <li>B15. Award of Contract</li> </ul>	1 1 1 1 2 2 3 4 4 5 6 6 6
PART C - GENERAL CONDITIONS	
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
<ul> <li>General</li> <li>D1. General Conditions</li> <li>D2. Scope of Work</li> <li>D3. Contract Administrator</li> <li>D4. Ownership of Information, Confidentiality and Non Disclosure</li> <li>D5. Notices</li> </ul>	1 1 1 1 1
Submissions D6. Authority to Carry on Business D7. Material Safety Data Sheets	2 2
Schedule of Work  D8. Commencement  D9. Delivery  D10. Liquidated Damages	2 2 2
Measurement and Payment D11. Invoices D12. Payment D13. Payment Schedule	3 3 3
<b>Warranty</b> D14. Warranty	3
PART E - SPECIFICATIONS	J
General General	
E1. Applicable Specifications E2. Goods E3. Testing	1 1 3

#### **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF CONCRETE CRACK HEALER/SEALER AND SKID RESISTANT EPOXY CONCRETE OVERLAY

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 4, 2014.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

#### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- 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.** CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
  - (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### 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 Division website at <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B5.2.2 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.
- 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product 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 Contract;
  - (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 Contract.
- B6.5 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- 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 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 B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

#### **B7.** BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices

Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

- B7.2 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 in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.4 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

- B7.4.1 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.7 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949- 1178.
- B7.7.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## 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/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.
- 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/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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should 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 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 Prices on Form B: Prices shall include:
  - (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, 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.
- B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 The price on Form B: Prices shall include:
  - (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

#### **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; 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.
- B10.2 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 <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- B10.3 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);
- B10.4 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.
- B10.5 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 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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 <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 Division website at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- B11.4 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.

## **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 for the time period specified in Paragraph 9 of Form A: Bid.

#### **B13. WITHDRAWAL OF BIDS**

- B13.1 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.
- B13.1.1 Notwithstanding C21, 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 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 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 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, or acceptable deviation therefrom (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (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 or minor informalities or irregularities 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/her Bid or in other information required to be submitted, that he/she 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 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- 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, in accordance with B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(ii) 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**

## CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for the Supply of Goods are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- 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 Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, 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 the supply of the crack healer/sealer kits including the silica sand broadcasting aggregate and the supply of the epoxy concrete overlay kits including the traprock broadcasting aggregate.

## D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Mr. B. A. (Brad) Neirinck, P. Eng Bridge Planning & Operations Engineer 106-1155 Pacific Avenue Winnipeg, Manitoba R3E 3P1

Telephone No.: 204- 986-7950 Facsimile No.: 204- 986-5302

#### D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D4.1 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.
- D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D4.3 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.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

## D5. NOTICES

D5.1 Notwithstanding C21.3, 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

#### **SUBMISSIONS**

## D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

#### D7. MATERIAL SAFETY DATA SHEETS

- D7.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

#### **SCHEDULE OF WORK**

#### D8. COMMENCEMENT

D8.1 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.

#### D9. DELIVERY

D9.1 Goods shall be delivered by Friday, August 1, 2014, f.o.b. destination, freight prepaid to:

Mike Terleski Bridge Operations Technologist Public Works Department City of Winnipeg Bridge Yard 960 Thomas Avenue Winnipeg, Manitoba

- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.
- D9.4 The Contractor shall contact Mike Terleski at 204-794-8510 to arrange a suitable time for delivery.

#### D10. LIQUIDATED DAMAGES

- D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 Delivery the Contractor shall pay the City fifty dollars (\$50) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **MEASUREMENT AND PAYMENT**

#### D11. INVOICES

D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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

- D11.2 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 goods delivered;
  - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 Bids Submissions must be submitted to the address in B7.4.

## D12. PAYMENT

D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## D13. PAYMENT SCHEDULE

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### WARRANTY

#### D14. WARRANTY

- D14.1 Notwithstanding C.11, if any statute in force in the Province of Manitoba or in the jurisdiction where the goods were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.
- D14.2 The following products are approved;
  - (a) Crack Healer/Sealer
    - (i) BASF Degadeck CSP
    - (ii) Castek T-78 MMA Polymer Crack Sealer
  - (b) Epoxy Resin

- (i) Trafficguard EP35
- (ii) Flexolith
- (iii) E-Bond 526

## **PART E - SPECIFICATIONS**

#### **GENERAL**

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. GOODS

- E2.1 The Contractor shall supply a methacrylate crack healer/sealer kit and a skid resistant epoxy overlay kit in accordance with the requirements hereinafter specified.
- E2.2 Methacrylate Crack Healer/Sealer
- E2.2.1 The crack healer/sealer be a very low viscosity, low surface tension, solvent free, rapid curing, reactive methacrylate resin. The crack healer/sealer shall be provided in steel drums of an approximate capacity of 185 to 208 litres per drum.
- E2.2.2 Aggregate for broadcasting onto the uncured resin shall be dry silica sand and of a grit size recommended by the resin manufacturer for the application of their product. The silica sand shall be provided in bags of an approximate capacity of 50 lbs per bag.
- E2.2.3 The following crack healer/sealer products are approved;
  - (a) BASF Degadeck CSP
  - (b) Castek T-78 MMA Polymer Crack Sealer
- E2.2.4 All approved products supplied must have a minimum remaining shelf life of one (1) year.
- E2.3 Skid Resistant Epoxy Overlay
- E2.3.1 Epoxy Resin
  - (a) The epoxy resins shall be light coloured, one hundred percent (100%) solids, two (2) component flexible, thermosetting, moisture-insensitive material. It shall have high resistance to ultraviolet radiation, as well as excellent toughness, abrasion resistance, high bond strength, and waterproofing properties. The epoxy resin and epoxy mortar shall have the physical properties, as determined by a C.S.A. certified laboratory, shown in Table 1.
  - (b) Further to B6, no other epoxy polymer will be considered acceptable to undertake this Work unless approved by the City of Winnipeg Engineering Division following completion of a satisfactory field trial on an existing bridge deck in the City of Winnipeg.
  - (c) Separate samples of the constituents from each batch of epoxy resin supplied for this Work shall be provided by the Contractor to the Contract Administrator for testing and approval at least ten (10) Working Days prior to the scheduled commencement of Work.
  - (d) The epoxy resin and epoxy mortar shall meet the following physical properties or be otherwise accepted by the City of Winnipeg Engineering Division. (See Table 1: Physical Properties of Epoxy).
  - (e) The skid resistant epoxy concrete overlay, Part A resin and Part B resin, shall be provided in steel drums of an approximate capacity of 185 to 208 litres per drum.

TABLE 1 PHYSICAL PROPERTIES OF EPOXY				
Material	Physical Property	Required Value	Test Method	
Epoxy Resin	Bond strength to concrete @ 2 days	8.0 MPa (minimum)	ASTM C882-78	
Epoxy Resin	Tensile strength @ 7 days	12.0 MPa (minimum)	ASTM D638-82A Speed 4-6 mm/min Sample type M-1 Use 6 x 10 mm sample	
Epoxy Resin	Tensile elongation @ 7 days	30.0% (minimum)	ASTM D638-82A Speed 4-6 mm/min Use 6 x 10 mm sample	
*Epoxy Mortar	compressive strength @ 7 days	39.0 MPa (minimum)	ASTM C109-86 50 x 50 mm cube specimens (ASTM D695 for Transpo T-18)	
Epoxy Resin	modulus of elasticity @ 7 days	700 MPa (maximum)	ASTM C109-86 50 x 50 mm cube specimens	
*Epoxy Mortar	Thermal compatibility @ 7 days	10 cycles of - 21°C to +60°C (minimum)	ASTM C884-78 6 mm depth	
*Epoxy Mortar	Absorption volume of permeable void @ 7 days	1.25% (maximum)	ASTM C642-82 50 x 50 mm cubes oven dry @ 60°C for 48 hours (ASTM D570 for Transpo T-18)	

<sup>\*</sup> Epoxy Mortar test specimens shall consist of 1 part by volume of epoxy resin to 2.5 parts by volume of coarse aggregate.

- E2.3.2 The following epoxy resin products are approved;
  - (a) Trafficguard EP-35
  - (b) Flexolith
  - (c) E-Bond 526
- E2.3.3 All approved products supplied must have a minimum remaining shelf life of 2 years.
- E2.3.4 Aggregate for Epoxy Resin Wearing Surface
  - (a) The aggregate for the wearing surface and shallow depth deck repair shall be 3M Havelock Trap Rock, or approved equal in accordance with B6, with the properties shown in Table 2 (a) and having sufficient field experience, to the satisfaction of the Contract Administrator, to show equivalent wear resistance. Only new, clean, dry aggregate meeting the gradation requirements shown in Table 2 (b) shall be used. The use of reclaimed aggregate from previous seeding operations will not be allowed.
  - (b) The #8 & #9 trap rock shall be provided in bags of an approximate capacity of 50 lbs per bag.
  - (c) These aggregates shall meet the following physical properties:

TABLE 2 (a) AGGREGATE PROPERTIES				
Physical Properties	Units	Required Value	Test Method	
Compressive Strength	MPa	200 (minimum)	ASTM D2638-86	
Water Absorption	%	0.75 (maximum)	ASTM C128-88	
Sulfate Soundness (15 cycles)	%	0.75 (maximum)	ASTM C88-83	
LA Abrasion Loss ASTM (on coarse aggregate sample)	%	12 (maximum)	ASTM C131-81	
Hardness (Mohs scale)	Mohs	6-7		

(d) The aggregates for the wearing surface and for the shallow depth deck repair shall furthermore meet the following gradation requirements:

TABLE 2 (b) GRADATION OF AGGREGATES				
Coarse				
Opening Size	Percent Passing			
4.76 mm 3.36 mm 2.38 mm 2.00 mm 1.19 mm	100% 97 - 100% 45 - 55% 20 - 30% 0 - 2%			
Fine				
Opening Size	Percent Passing			
2.38 mm 2.00 mm 1.19 mm 0.841 mm 0.595 mm 0.420 mm	100% 95 - 100% 40 - 60% 20 - 32% 5 - 15% 0 - 2%			

#### E3. TESTING

- E3.1 At the request of the Contract Administrator, the Contractor shall supply the following information within three (3) Business Days:
  - (a) A copy of current test results from a certified laboratory indicating conformance of the product to the specifications; and
  - (b) One (1) sample of the product that will be supplied during the Contract.
- E3.2 The Contract Administrator may have the sample of the product tested for conformance to the specifications.
- E3.3 Goods that do not meet the requirements of the specifications shall be replaced at no cost to the City of Winnipeg.