



THE CITY OF WINNIPEG

TENDER

TENDER NO. 820-2019

2019 MICROSURFACING ASPHALT PAVEMENTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2019 MICROSURFACING ASPHALT PAVEMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 27, 2019.

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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4. 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 Tender 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 Tender, 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.
- B5.3 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/>
- B5.4 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.
- B5.5 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
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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;
 - (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/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 B16.
- 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 COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 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 Tender 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
- B7.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.8.1 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 11 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 stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.

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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

(a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B12.3 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;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have performed recent micro surfacing work on asphalt pavements.

B12.4 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.

B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 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/bidopp.asp>

- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);

- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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 qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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 qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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 2019-01-15) 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
- C0.2 A reference in the Tender 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 microsurfacing designated Asphalt pavement streets in the City of Winnipeg including Sturgeon Road between Saskatchewan Avenue to 250m North of Silver Avenue and on Sturgeon Road from 145 m South of Silver Avenue to 145m North of Ness Avenue .

D2.2 The major components of the Work are as follows:

- (a) Cleaning and Surface preparation of identified streets.
- (b) Microsurfacing identified streets in Scope of Work.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**Business Day**" means any Calendar Day other than Saturday, Sunday or a Statutory Civic Holiday;
- (a) "**Segment**" means an area 200m in length with a width identified by the paving pass, or as the defined length and width of the specific Micro Surfacing area;
- (b) "**Flushing**" means excess asphalt binder that occurs on the Micro Surfacing that creates a shiny reflective condition that becomes tacky to the touch at higher temperatures.
- (c) "**Delaminating**" means physical separation of the Micro Surfacing from the pre-existing surface.
- (d) "**Weathering & Raveling**" means wearing away of the Micro Surfacing, caused by the dislodging of aggregate particles (raveling) and loss of asphalt binder (weathering).

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ryan Demianiw, C.E.T.
Streets Preservation Coordinator
Telephone No. 204 986-7037
Email Address rdemianiw@winnipeg.ca

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

D4.3 Bids Submissions must be submitted to the address in B7.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 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.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D7.3 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:
- The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9
- D7.4 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
- D7.5 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) 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.

D11. CONTRACT SECURITY

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
 - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (d) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) 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.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work; all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D14.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11;
 - (vi) the Subcontractor list specified in D12; and
 - (vii) the detailed work schedule specified in D13.

- (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.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D14.4 The City intends to award this Contract by September 6, 2019.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. CRITICAL STAGES

D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Micro Surfacing to be completed no later than Friday, September 27, 2019.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by September 20, 2019.

D16.2 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.

D16.3 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.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance by September 24, 2019.

D17.2 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.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand dollars (\$1,000.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D20.1 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).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D21.1 Further to B12.4 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 B12.4

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 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
- D22.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D22.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D24. PAYMENT SCHEDULE

D24.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) After fifteen (15) Consecutive working days
- (b) After thirty (30) consecutive working days
- (c) After Total Performance is achieved

D25. DEFICIENCIES AND FINAL ACCEPTANCE

D25.1 Surface deficiencies of the Micro Surfacing that will be measured during the warranty period shall not exceed the following threshold values. The threshold values for each parameter will be determined separately. If either threshold value is exceeded during the warranty period, the Micro Surfacing will be considered in non-compliance with the warranty performance provision and will require corrective action by the Contractor;

D25.1.1 Flushing - no more than 1m².

D25.1.2 Delaminating - no more than 2% per segment.

D25.1.3 Weathering & Raveling - no more than 2% per segment.

D25.2 The Contract Administrator will contact the Contractor when corrective action is required. The Contractor shall make the needed repairs to the satisfaction of the Contract Administrator.

WARRANTY

D26. WARRANTY

D26.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D27.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D27.3 For the purposes of D27:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D27.4 Modified Insurance Requirements

- D27.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D27.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D27.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D27.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D27.5 Indemnification By Contractor
- D27.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D27.6 Records Retention and Audits
- D27.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D27.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D27.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D27.7 Other Obligations

- D27.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D27.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D27.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D27.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 820-2019

2019 MICROSURFACING ASPHALT PAVEMENTS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 820-2019

2019 MICROSURFACING ASPHALT PAVEMENTS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D11)**

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY - TENDER NO. 820-2019
2019 MICROSURFACING ASPHALT PAVEMENTS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. MATERIALS

Aggregates

- E2.1 The Contractor shall provide to the Contract Administrator the locations of the intended aggregate source.
- E2.2 The mineral aggregate used shall be the type specified for the particular application requirements of the Micro Surfacing. The aggregate shall be a crushed stone such as granite, limestone or other high-quality aggregate.
- E2.3 The mineral aggregate shall be free of any deleterious (unsound / nondurable) substances.
- E2.4 The aggregate material shall be 100 percent crushed.

Gradation

- E2.5 The aggregate material shall meet the Type III Specification Band in the table below.

Type III Specification Band		
Sieve Size	Percent Passing	Stockpile Tolerance
9.5 mm	100	±5%
4.75 mm	70 - 90	±5%
2.36 mm	45 - 70	±5%
1.18 mm	26 - 50	±5%
600 µm	18 - 34	±5%
330 µm	12 - 25	±4%
150 µm	7 - 18	±3%
75 µm	5 - 15	±2%

E2.6 The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to ASTM D 75. If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate test specification in E6 before blending and must be blended in a manner to produce a consistent gradation.

E2.7 Aggregate blending may require a new mix design.

Water

E2.8 The water for Micro Surfacing Mix shall be free of harmful salts and contaminants.

Additives

E2.9 Additives may be used to accelerate or retard the break / set of the Micro Surfacing.

E3. MIX DESIGN

E3.1 The Contractor shall submit a mix design along with the test results of the aggregate and emulsion prior to the commencement of work.

E3.2 A mix design shall be provided to the Contract Administrator from a certified laboratory to demonstrate aggregate, polymer-modified emulsion, mineral filler and other additive compatibility.

E3.3 The mineral filler shall be industry recognised non-air entrained Portland cement designed for Micro Surfacing and slurry seal, The Contractor Administrator reserves the right to independently verify the mix design through third party testing.

E3.4 The mix design shall meet the specifications in the table below.

Mix Design Specification	
Test	Specification
Mix Time @ 77°F (25°C	Controllable to 120 seconds minimum
Wet Cohesion: @ 30 minutes minimum (Set) @ 60 minutes minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping Pass (90% Minimum)	Pass (90% Minimum)
Wet – Track Abrasion Loss 1 hour soak 6 day soak	538 g/m ² Maximum 807 g/m ² Maximum
Lateral Displacement	5% Maximum
Specific Gravity after 1,000 Cycles of 56.71 kg	2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	538 g/m ² Maximum
Classification Compatibility	11 Grade Points Minimum (AAA, BAA)

E3.5 The component materials shall be designed according to the limits in the table below.

Component Materials	Limits
Residual Asphalt	5.5 – 10.5% by dry weight of aggregate
Mineral Filler	0.3 – 3.0% by dry weight of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

Emulsified Asphalt Materials Supplied by Contractor

- E3.6 The Emulsified Asphalt supplied by the Contractor shall be in accordance with the specifications in E6.
- E3.7 The Contractor shall obtain a representative and uncontaminated sample from every load of emulsified asphalt that is delivered to each project site and provide the Contract Administrator with a sample from each load delivered.
- E3.8 The Contractor shall provide certified weigh scale tickets for all tank trucks of polymer modified asphalt emulsion.
- E3.9 Prior to payment, the Contractor must provide copies of all certified weigh scale tickets representing the quantity of polymer modified asphalt emulsion delivered.

E4. EQUIPMENT

Inspection of Equipment

- E4.1 Equipment shall be on site and available for inspection, testing and approval before operations commence.

Paver

- E4.2 The machine shall be specifically designed and manufactured to apply Micro Surfacing. The material shall be mixed by an automatic-sequenced, self-propelled Micro Surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.
- E4.3 To minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply Micro Surfacing. The continuous-run machine shall be equipped to provide the operator with full control of forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment manufacturer design. Equipment required for this work shall be in satisfactory working condition and so maintained for the duration of the work.
- E4.4 The paver shall come equipped with a spray bar with fogging capabilities that is capable of spraying the existing surface ahead of the spreader box.
- E4.5 The Contractor shall come equipped with a rut filling box that has an inside measurement of 1.5m and 1.8m to fill ruts as well as an adjustable spreader box capable of surfacing widths of 3.0m to 4.3m lane width for top lift Micro Surfacing. The top lift spreader box shall be hydraulically expandable and collapsible and shall be capable of changing width during

construction operations. The top lift spreader box shall be equipped with a secondary strike-off device to improve the surface texture.

- E4.6 The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. The front seal shall be provided to insure no loss of the mixture at the road contact point. The spreader box shall come with a front and rear seal. The spreader box and rear strike-off shall be designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.
- E4.7 A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.
- E4.8 Burlap or Jute will not be allowed.
- E4.9 The Department reserves the right to reject any equipment which does not conform to E4.
- E4.10 All surfaces shall require power sweeping immediately before application of Micro Surfacing.

Calibration

- E4.11 Equipment calibration is required before the commencement of work and will not be allowed on weekends or observed holidays. The Contractor shall supply necessary personnel and equipment to the Department to assist in the calibration.
- E4.12 Any component replacement affecting material proportioning requires that the machine be recalibrated. No equipment will be allowed to work on the project until the calibration has been completed and accepted.
- E4.13 Micro Surfacing aggregate must be accepted before calibration. If required, representative samples of the Micro Surfacing may be taken directly from the Micro Surfacing machine. Data obtained from the proportioning devices on the Micro Surfacing machine may be used to determine individual material quantities and application rate.

E5. CONSTRUCTION METHODS

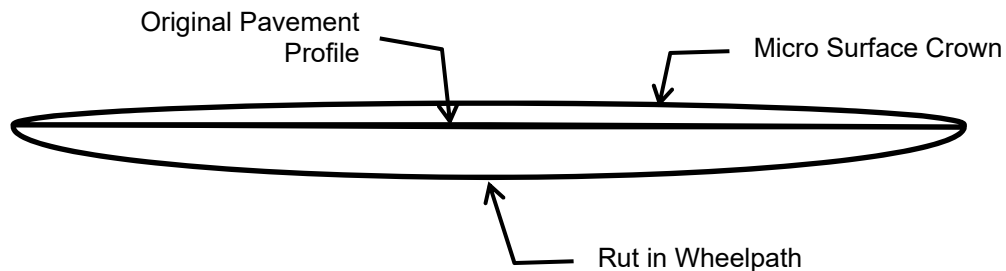
Micro Surfacing Treatment

- E5.1 Immediately prior to applying the Micro Surfacing, the surface shall be cleared of all loose material, silt spots, vegetation and other deleterious material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Micro Surfacing. Manholes, valve boxes, curb inlets and other service entrances shall be protected from the Micro Surfacing by a suitable method. The Contract Administrator shall approve the surface preparation prior to surfacing.
- E5.2 When conditions warrant, the surface shall be fogged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity and dryness of the pavement change.
- E5.3 The Micro Surfacing shall be thoroughly mixed upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.
- E5.4 No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until the Contractor proves to the Contract Administrator that the situation has been corrected.

- E5.5 Excessive streaking is defined as more than four drag marks greater than 12.7mm wide and 101mm long, or 25.4mm wide and 76.2mm long, in any 25m² area. No transverse joints / ripples or longitudinal streaks of 6.4mm in depth will be permitted, when measured by placing a 3m straight edge over the surface.
- E5.6 No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 76.2mm shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 6.4mm difference in elevation when measured by placing a 3m straight edge over the joint and measuring the elevation difference.
- E5.7 The Micro Surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.
- E5.8 Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide Edge lines. Longitudinal edge lines shall not vary by more than ± 51 mm horizontal variance in any 30 meter of length.
- E5.9 All rut-filling and level-up material should cure under traffic for at least twenty-four (24) hours before additional material is placed.

Rut Filling Application

- E5.10 Rut filling will consist of 2 rut pulls of 1.5m and or 1.8m wide on each lane. Rut filling shall be performed to correct roadway cross fall and improve surface drainage. The rut filling shall have a crown to allow for compaction under traffic as shown in the figure below.



- E5.11 The rut filling material shall be consistent in texture and appearance and shall be homogeneous during and following mixing, spreading and final cured product.
- E5.12 Additional rut filling may be required outside of the wheel ruts to maintain roadway drainage. These areas will be identified onsite by the Contract Administrator.

Full Lane Application

- E5.13 Full lane Micro Surfacing will consist of 1 full cover of 3.0m to 4.3m wide on each lane of roadway.
- E5.14 Additional full lane applications may be required to include but not limited to intersections, turning lanes, paved shoulders and parking lanes and approaches. Additional full lane applications will be identified onsite by the Contract Administrator.

Clean Up

- E5.15 All utility access areas, gutters and intersections, shall have the Micro Surfacing removed as specified by the Contract Administrator. The contractor shall remove any debris associated with the performance of the work on a daily basis.

Weather Limitations

- E5.16 Micro Surfacing shall not be applied if either the pavement or air temperature is below 10°C and falling, but may be applied when both pavement and air temperatures are above 7°C and rising. No Micro Surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The Micro Surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Traffic Control

- E5.17 Further to the clause 3.7 of CW 1130:
- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E5.18 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E5.19 Should the contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E5.20 All Work associated with "Traffic Control" will not be paid for directly but will be considered as incidental operation to the Contract.
- E5.21 Pedestrian access must be maintained at all times.
- E5.22 Ambulance/emergency vehicle access must be maintained at all times.

Hours of Work

- E5.23 The Work shall be completed on week days. No work will be permitted on weekends, statutory holidays or civic holidays.

Surface Quality

- E5.24 All surfaces shall be free from excessive scratch marks, tears, rippling and other surface irregularities. The surface shall not contain transverse ripples or excessive streaks. Excessive streaking shall be defined as more than one drag mark greater than 13mm wide and 100mm long or 25mm wide and 75mm long, in any 25m² area. The surface shall not exhibit tear marks greater than 13mm wide and 100mm long or 25mm wide and 75mm long, in any 25m² area. The surface shall have a uniform and even texture free of tire marks and transition joints shall be smooth.
- E5.25 The surface shall not contain excessive flushing. Excessive flushing shall be defined as any area larger than 1m² during rut fill or top lift application. These areas shall be identified and marked by the Contract Administrator during construction and repaired immediately. The Contractor shall overlay the excessively flushed section(s), the work will be considered incidental to the contract.

Protective Covers

Manhole, Valve, Bridge Expansion Joints and Catch Basin Protective Covers

- E5.26 The Contractor shall be responsible for locating, supplying, installing and removal of protective covering for all utility covers and bridge expansion joints within the work area. Where utility covers are absent, the Contractor shall take the necessary steps to prevent the Micro Surfacing or its components from entering the utility structure. During the installation and removal of the protective coverings the Contractor shall take the necessary steps to prevent foreign material from entering the utility structure or expansion joint.
- E5.27 Where foreign material has entered the utility structure or expansion joint due to the Contractor's activities, the Contractor shall arrange for the cleaning of utility structures or bridge expansion joints. There will be no extra payment for the cost of subsurface utility cleaning(s) as a result of the Contractor's activity.

Installation of Protective Covers

- E5.28 All utility covers and expansion joints shall have a protective cover installed over them to prevent any Micro Surfacing material from entering into them. Tar paper is deemed the acceptable method of covering.
- E5.29 Protective coverings shall be installed in such a way as to prevent them from being caught on the spreader box and/or imbedded between the existing road surface and the Micro Surfacing material.
- E5.30 All utilities shall be marked on the curb with proper offsets by the Contractor so they may be relocated after the Micro Surfacing operation.

Removal of Protective Covers

- E5.31 Removal of the utility, CB and expansion joint covers shall include the removal of the protective covering material and the removal of any Micro Surfacing material that may be present on and around the lip of where the lid is seated. The lid, when replaced, should not rock due to material under the lid and/or material on the frame where the lid is seated. The protective cover may be required to be removed and replaced during heavy rains to prevent localized flooding by the contractor at no additional cost to the City.
- E5.32 Covering material must be removed within 24 hours of completion of the work at each job site or before the roadway is reopened to traffic.
- E5.33 The Contractor shall be responsible for locating the utilities for the purpose of removing the protective coverings.
- E5.34 The supply, installation, removal and disposal of the protective covering for all lids and bridge expansion joints shall be considered incidental to the contract.

Repair of Defects

- E5.35 All handwork required behind the spreader boxes shall be performed with hand squeegees. The use of burlap or jute attached to the hand squeegees or the back of a shovel shall not be permitted for restoring surface imperfections.
- E5.36 If the Micro Surfacing does not comply with the quality requirements, the Contractor shall overlay the deficient section(s), at no cost to the City. The Micro Surfacing overlay shall be performed with the same equipment as used in the original construction. The width of the Micro Surfacing overlay shall be no less than the width used for the original construction and shall extend to a length determined by the Contract Administrator.
- E5.37 All defects and deficiencies during production on each section shall be corrected prior to final acceptance of the work in that section.

E6. SPECIFICATIONS AND REQUIRED TEST PROCEDURES

- E6.1 The abrasion test using the Los Angeles Machine shall follow ASTM C-131.

Polymer Modified Emulsion

- E6.2 All tests for Polymer Modified Emulsion (CQS-1hp) shall be in accordance with AASHTO or ASTM methods with the following change:
- (i) Distillation of Emulsified Asphalt shall be conducted at 205°C for 15 minutes;
 - (ii) Percentage of Individual Material in Mix; and
 - (iii) Micro Surfacing
- E6.3 The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1hp, with the following exceptions:

Emulsified Asphalt Requirement			
Test	Method		Specification
	AASHTO	ASTM	
Settlement and Storage Stability of Emulsified Asphalt, 24 hours	T59	D6930	1% maximum
Distillation of Emulsified Asphalt ¹	T59	D6997	62% maximum
Test on Emulsified Asphalt Residue			
Softening Point of Bitumen (Ring-and-Ball Apparatus)	T53	D36	57°C minimum
Penetration of Bituminous Material at 25°C	T49	D5	40-90 ²

¹ The temperature for this test should be held at 177°C for 20 minutes.

² The climatic conditions should be considered when establishing this range.

- E6.4 The solubility test, if required, should be evaluated on the base asphalt.
- E6.5 Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets specification.
- E6.6 Component Materials shall be designed in accordance with E3.

Aggregate Acceptance

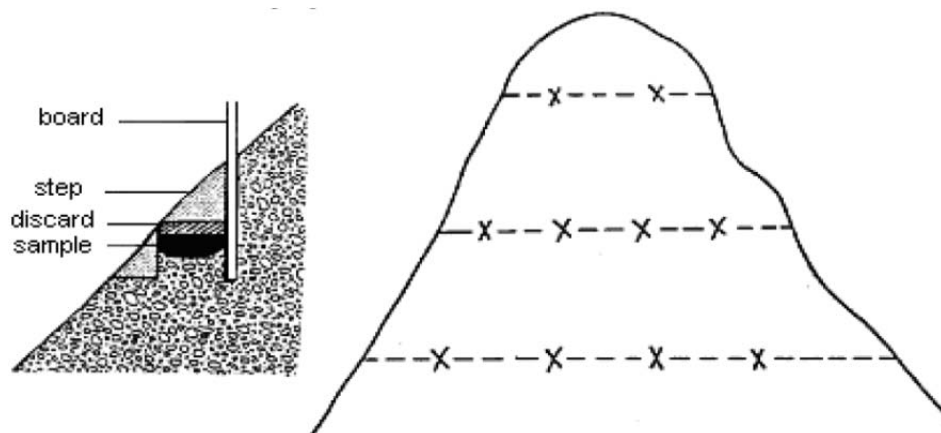
- E6.7 The material shall be tested for acceptance by the Contractor and test report submitted to the Contract Administrator.
- E6.8 The Contractor with the presence of the Contract Administrator shall retain 5 samples each stockpile of material to be used in the Contract. The average of the 5 test results shall meet the Type III Specification Band and stockpile tolerance of the mix design as well as all quality tests. If the average of the samples is out of specification or mix design stockpile tolerance, the Contractor may remove the material or blend additional aggregate with the stockpile material to achieve compliance. Materials used in blending must meet the required aggregate quality tests specifications indicated below.
- E6.9 The Contractor shall notify the Contract Administrator when sufficient aggregate is in stockpile and arrange for acceptance sampling. The Contractor is responsible for the collection of the samples and the Contract Administrator will be present.
- E6.10 The approved methods of sampling are:

Stockpile Sampling with a Loader

- E6.10.1 The loader shall dig into the stockpile setting aside a sampling pile approximately 10 to 15 tonnes in size. When forming the pile the loader bucket should be as low as possible and the operator should roll the material from the bucket rather than dumping the material. Each additional bucket shall be dumped in the same manner and placed uniformly over the preceding one. The loader bucket shall then mix the pile by beginning at the oblong end. Keeping the loader bucket as low as possible, the operator shall push the material until the front of the bucket passes the midpoint of the original pile. The loader bucket is then slowly raised and rolled forward. This procedure is then repeated for the opposite end.
- E6.10.2 Two (2) samples shall then be taken from the pile by removing material from the center of the volume which is approximately one-third of the height of the pile. The shovel shall be inserted full-depth horizontally into the material and raised vertically. Each sample shall consist of a minimum of six (6) full shovels taken at equal increments around the pile.
- E6.10.3 The loader may repeat this procedure several times until the required number of samples are obtained. The piles shall be composed of material taken from various levels and locations in the main pile so that there is a good representation of the material.

Stockpile Sampling by Hand

- E6.10.4 Where a loader is not available, samples shall be taken from the stockpile as shown in the figure below. A board shall be shoved vertically into the pile just above the sampling point to avoid further segregation.



- E6.11 The aggregate shall meet the minimum requirements in the table below

Aggregate Requirement			
Test	Method		Specification
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T176	D2419	60% minimum
Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate	T104	C88	15% maximum - (Na ₂ SO ₄) 25% maximum - (MgSO ₄)
Resistance to degradation of small – size coarse aggregate by abrasion and impact in the Los Angeles Machine ¹	T96	C131	30% maximum

¹ The abrasion test is run on the parent aggregate

E7. METHOD OF MEASUREMENT

- E7.1 Micro Surfacing work will be measured on a surface area basis which considers rut fill and full lane applications as one. The surface area to be paid for shall be the number of square metres

constructed in accordance with this Specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

E8. BASIS OF PAYMENT

E8.1 Micro Surfacing work will be paid for at the Contract Unit Price per square metre for measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.