

New

Bidding Procedures Specification No. 90 February 2017

- Definitions for Bidding Procedures shall be interpreted using the General Conditions 100.
- “Bidding Procedures” No. 90 document covers Bidding Requirements and Conditions and the Award and Execution of Contract.
- This document replaces sections 2 and 3 of the General Conditions 100 and 110.

Revised

General Conditions No. 100

100.1.2 Definitions have been updated to accommodate the new bidding procedures and other changes in terms.

Section 2 General Information now contains the Manitoba Government Wide Contract Policy and the Manitoba Apprenticeship Employment Policy.

Section 3 The Performance Bond and the Labour and Material Payment Bonds remain in Section 3 “Bonds”.

100.4.4 Contingency

The amount shown in the Contract for Contingency is only an estimate. Any amount paid to the Contractor under this item will be based on the actual work done. This amount will be added to the Contract at the time of Award.

No Contingency money will be paid for unless it has been authorized by the Contract Administrator.

100.5.10 **At the pre-construction meeting, the Contractor shall review its proposed work plan with the Department prior to commencing any roadwork. The Contractor must demonstrate to the Department that it can re-establish the condition or structure of the road to the satisfaction of the Department prior to seasonal shutdown. Minimum acceptable seasonal shutdown road surface conditions will be reviewed with the Contractor at the preconstruction meeting.**

For any incomplete portions of the road, the Contractor will be responsible for damage and road surface maintenance over the seasonal shutdown period. Any direct costs incurred by Manitoba Infrastructure to maintain the road surface will be deducted from the Contractor’s payments.

100.5.12 **The Contractor shall give a minimum of forty-eight hours notice to the Engineer prior to changing his hours of work from that agreed upon at the pre-construction meeting. The prime contractor and all sub-contractors shall work the same work schedule once the roadwork begins unless otherwise permitted by the Engineer.**

Construction operations shall be scheduled so that as many lanes as possible remain open when the Contractor is working, and all lanes shall be open when the Contractor is not working, unless otherwise permitted by the Engineer. The Contractor's schedule will be subject to the Engineer's approval.

100.6.2 The Contractor shall provide the Engineer with a copy of all permits, related to the project prior to material being produced, stockpiled or hauled in the pit. The Department recommends all permits should be applied for early as some removal permits are subject to waiting periods.

If the Contractor elects to use a Department owned pit, an Aggregate Resource Management meeting shall be required before the Contractor will be allowed to operate in the pit. It is the Department's intent to effectively manage the pit resources by matching the raw pit material available with the type of aggregate being produced.

The Contractor shall be required to develop a Pit Usage Plan indicating the area of pit face excavation, location of the crushing machinery, aggregate stockpile sites within the pit and overburden and waste placement location.

The Pit Usage Plan shall be to the satisfaction of the Engineer prior to the Contractor being allowed to operate in the pit.

The Department owned pit located at SE¹/₄ 20-9-17W (locally known as Harris Pit) shall only be utilized for top lift aggregate for bituminous pavement for use on Department projects. The Contractor shall be required to use both the coarse and fine aggregates produced in the bituminous mix design. Excluding the fine aggregates produced in Harris Pit from the mix design will not be permitted.

The Contractor shall obtain permission in writing from the Engineer to produce, remove or stockpile any aggregate from Department owned pits, prior to submitting a tender bid. If the Contractor elects to produce aggregate by blending material hauled from various sources, the Contractor shall scale, record, and supply to the Engineer in tonnes, any and all materials other than VMA and Binder Material supplied. The Department will supply a scale person for any materials hauled from a Department owned pit.

100.7.4.01 Contractor Responsibility of Employer Duties

By entering into this (Agreement/Contract), the Contractor acknowledges its responsibility to fulfill the duties of the employer under section 4 and section 7.4, if applicable, of *The Workplace Safety and Health Act* (the "Act") and to ensure that the Services are carried out in accordance with the Act and all applicable regulations.

Without limiting the generality of subsection 7.4.01 the Contractor represents and warrants that:

- a) it shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers set out in the Act and the regulations made there under;
- b) it has a workplace safety and health system or program (the "Program") applicable to the work being performed and shall carry out the services in accordance with the Program;
- c) its employees, agents and subcontractors are properly qualified and trained to perform the Services.
- d) Mobile equipment operators shall possess a valid drivers license, as required by the Highway Traffic Act and may be subject to evaluation by the Department;
- e) it shall ensure that an adequate number of competent supervisors are provided as prescribed in the Act;
- f) it has disclosed all "required information" as required under the Act to all employees and workers that will be providing the Services on behalf of the Contractor under this Agreement to ensure they are trained and informed of the hazards inherent to the work

and understand the procedures for minimizing the risk of injury or illness.

- g) As prescribed in the current Manitoba Regulation, it shall immediately notify Manitoba Labour, Workplace Safety & Health Division & the Department of any accident of a fatal or serious nature to any of the Contractor's officers, employees or agents and within five (5) days of the accident provide the Department with a written report detailing the accident and incorporating information requested by the Department;
- h) it shall immediately notify and provide the Department with copies of any notices, orders or charges issued to the Contractor under the Act;
- i) it shall comply with all reasonable requests and directions made by the Department including, without limitation, any requests or directions made by the Department's project managers.

The Department and the Contractor acknowledge and agree that the Contractor is a "Prime Contractor" as that term is defined in The *Workplace Safety and Health Act* (Manitoba) for all purposes of that Act and without limiting the generality of the foregoing, it is further acknowledged and agreed that as the Prime Contractor, the Contractor is solely and completely responsible and liable for and in respect of all obligations, requirements and duties imposed on the Prime Contractor in the Act.

The Department and the Contractor further acknowledge and agree that all rights of the Department set out in the Contract allowing the Department to monitor the construction is for the sole purpose of determining the progress and status of the work for payment purposes and to ensure all conditions of the contract are being met.

- 100.9.4 Payment of applicable Provincial Sales Tax for the processing and hauling of aggregates on behalf of the Contractor has been removed.
- 100.9.6 The requirement for the Contractor to file a Statutory Declaration with the Department has been removed.

Revised

Non Bonded General Conditions 110

- Name change from "Construction Order" to "Non Bonded".
- Abbreviations for Non Bonded General Conditions shall be interpreted using the General Conditions 100.
- Definitions for Non Bonded General Conditions shall be interpreted using the General Conditions 100.

"Bidding Procedures" No. 90 document replaces sections 2 and 3 of the General Conditions covering Bidding Requirements and Conditions and the Award and Execution of Contract.

Section 2 General Information now contains the Manitoba Government Wide Contract Policy and the Manitoba Apprenticeship Employment Policy.

Section 3 Does not apply.

110.4.4 **Contingency (formerly Extra Work)**

The amount shown for **Contingency (formerly Extra Work)** shall be included in the Total Price.

The amount shown for **Contingency (formerly Extra Work)** is only an estimate. The actual amount paid to the Contractor under this item will be based on the actual work done and may be nil, less than or greater than the estimated cost.

No **Contingency (formerly Extra Work)** will be paid for unless it has been authorized by an Extra Work Order. The Contractor shall perform all authorized **Contingency (formerly Extra Work)**.

110.5.10 Roads

At the pre-construction meeting, the Contractor shall review its proposed work plan with the Department prior to commencing any roadwork. The Contractor must demonstrate to the Department that it can re-establish the condition or structure of the road to the satisfaction of the Department prior to seasonal shutdown. Minimum acceptable seasonal shutdown road surface conditions will be reviewed with the Contractor at the preconstruction meeting.

For any incomplete portions of the road, the Contractor will be responsible for damage and road surface maintenance over the seasonal shutdown period. Any direct costs incurred by Manitoba Infrastructure to maintain the road surface will be deducted from the Contractor's payments.

110.6.2 Material from Pits, Quarries, and Other Deposits

The Contractor shall provide the Engineer with a copy of all permits, related to the project prior to material being produced, stockpiled or hauled in the pit. The Department recommends all permits should be applied for early as some removal permits are subject to waiting periods.

If the Contractor elects to use a Department owned pit, an Aggregate Resource Management meeting shall be required before the Contractor will be allowed to operate in the pit. It is the Department's intent to effectively manage the pit resources by matching the raw pit material available with the type of aggregate being produced.

The Contractor shall be required to develop a Pit Usage Plan indicating the area of pit face excavation, location of the crushing machinery, aggregate stockpile sites within the pit and overburden and waste placement location.

The Pit Usage Plan shall be to the satisfaction of the Engineer prior to the Contractor being allowed to operate in the pit.

The Department owned pit located at SE¹/₄ 20-9-17W (locally known as Harris Pit) shall only be utilized for top lift aggregate for bituminous pavement for use on Department projects. The Contractor shall be required to use both the coarse and fine aggregates produced in the bituminous mix design. Excluding the fine aggregates produced in Harris Pit from the mix design will not be permitted.

The Contractor shall obtain permission in writing from the Engineer to produce, remove or stockpile any aggregate from Department owned pits, prior to submitting a tender bid.

If the Contractor elects to produce aggregate by blending material hauled from various sources, the Contractor shall scale, record, and supply to the Engineer in tonnes, any and all materials other than VMA and Binder Material supplied. The Department will supply a scale person for any materials hauled from a Department owned pit.

110.7.4.01 Contractor Responsibility of Employer Duties

By entering into this (Agreement/Contract), the Contractor acknowledges its responsibility to fulfill the duties of the employer under section 4 and section 7.4, if applicable, of *The Workplace Safety and Health Act* (the "Act") and to ensure that the Services are carried out in accordance with the Act and all applicable regulations.

Without limiting the generality of subsection 7.4.01 the Contractor represents and warrants that:

- a) it shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers set out in the Act and the regulations made there under;
- b) it has a workplace safety and health system or program (the "Program") applicable to the work being performed and shall carry out the services in accordance with the Program;
- c) its employees, agents and subcontractors are properly qualified and trained to perform the Services.
- d) Mobile equipment operators shall possess a valid drivers license, as required by the Highway Traffic Act and may be subject to evaluation by the Department;
- e) it shall ensure that an adequate number of competent supervisors are provided as prescribed in the Act;
- f) it has disclosed all "required information" as required under the Act to all employees and workers that will be providing the Services on behalf of the Contractor under this Agreement to ensure they are trained and informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- g) As prescribed in the current Manitoba Regulation, it shall immediately notify Manitoba Labour, Workplace Safety & Health Division & the Department of any accident of a fatal or serious nature to any of the Contractor's officers, employees or agents and within five (5) days of the accident provide the Department with a written report detailing the accident and incorporating information requested by the Department;
- h) it shall immediately notify and provide the Department with copies of any notices, orders or charges issued to the Contractor under the Act;
- i) it shall comply with all reasonable requests and directions made by the Department including, without limitation, any requests or directions made by the Department's project managers.

The Department and the Contractor acknowledge and agree that the Contractor is a "Prime Contractor" as that term is defined in *The Workplace Safety and Health Act* (Manitoba) for all purposes of that Act and without limiting the generality of the foregoing, it is further acknowledged and agreed that as the Prime Contractor, the Contractor is solely and completely responsible and liable for and in respect of all obligations, requirements and duties imposed on the Prime Contractor in the Act.

The Department and the Contractor further acknowledge and agree that all rights of the Department set out in the Contract allowing the Department to monitor the construction is for the sole purpose of determining the progress and status of the work for payment purposes and to ensure all conditions of the contract are being met.

110.9.4 Aggregate Sales Tax Paid by Manitoba has been removed.

110.9.5 The Contractor shall be registered and be in good standing with the Workers Compensation Board.

110.9.6 The need for a Statutory Declaration to release holdback has been removed.

Provision to Specification

130(I) Provision for Liquidated Damages is revised to Specification of Liquidated Damages

140(I) Provision for Interim Payments is revised to Specification For Interim Payments

160(I) Provision for Fuel Cost Adjustments is revised to Specification For Fuel Cost Adjustments

Removed

Mobilization of Equipment has been removed from the following Specifications;

- Specification 410 Jacking Culverts Through Embankments February 2017
- Specification 500 Grading February 2017
- Specification 600 Stockpiling Aggregates February 2017
- Specification 610 Supplying and Depositing Aggregates February 2017
- Specification 700 Granular Base Course February 2017
- Specification 800 Bituminous Pavement and Recycled Bituminous Pavement February 2017.

The replacement is Specification 190(I) Mobilization of Equipment - July 2015 to be referenced on the "Reference Documents" page only.

Additions

Additions to the Specification for Granular Base Course 700 are;

700.7.3.2 "The requirement for an approved hopper equipped mechanical spreader to deposit other lifts of base course material shall be identified in the Special Provisions"

Additions to the Specification for Bituminous Pavement and Recycled Bituminous Pavement are;

800.1.1 "Topics to be discussed will include the type and quantity of equipment to be used, sequence of work, traffic control, accessible for train equipped trucks delivering asphalt cement and other pertinent topics.

At the pre-construction meeting the Contractor shall provide the location of the mixing plant."

800.7.4 "Asphalt plant(s) shall hold a valid development license issued in accordance with the Manitoba Environment Act and shall be located and operated in accordance with the terms and conditions of the license."

"In addition, the Contractor shall apply dust suppressants at the plant site to the satisfaction of the Department."

800.7.13.2.1 Specification Limits and Pay Adjustment

Riding Bonus for Bituminous Pavement shall be paid out of Contingency that is added to the Contract at the time of Award. This figure is based upon historical data regarding payment of riding bonuses and is only an estimate. The Contractor will be paid or deducted based on the "Bituminous Pavement Smoothness Specification".

- 805.7.1 “SS-1 when used as prime shall be road mixed into the top 25 - 50 mm of the granular base course, **unless otherwise stated in the Special Provisions** at an approximate rate of 10 l/t (1.1 l/m²) of undiluted SS-1. The underlying base shall be well compacted and dried back to optimum moisture content or less prior to the incorporation of the SS-1. In no case shall this material be placed and compacted prior to the addition of the SS-1.”
- “Surface flushing will be an acceptable method of priming areas where only the shoulders are under construction. This operation shall consist of flushing the final accepted surface with water and undiluted SS-1 emulsified asphalt at an approximate rate of 0.7 litre/square meter, followed by a train of compaction equipment.”**
- 830.1.1 “The Contractor and his Superintendent shall attend a pre-construction meeting with the Regional Construction Engineer and Departmental Staff, to discuss the project. The meeting shall be initiated by the Contractor and held at a mutually agreed upon date before starting his field operations. Topics to be discussed will include the type and quantity of equipment to be used, sequence of work, traffic control, **application of dust suppressants** and other pertinent topics.”
- “At the pre-construction meeting the Contractor shall provide the location of the concrete mixing plant.”**
- 830.7.2.1 **Riding Bonus for Concrete Pavement shall be paid out of Contingency that is added to the Contract at the time of Award. This figure is only an estimate. The Contractor will be paid for the actual riding bonus achieved.**
- 920.9.1 “The quantity of V.M.A. additive material will be the number of tonnes used or the number of tonnes ordered by the Engineer, whichever is greater. **The quantity will be computed from the field adjusted mix design, corrected to include moisture as determined by the plant checks. There will be a five percent (5%) adjustment added to the total amount of V.M.A. material to account for any waste of material at the plant site stockpile location.**”
- “The truck haul** measured distances will be based on the shortest possible route as determined by the Engineer using Provincial Roads and Provincial Trunk Highways where practical. Distances will be measured to the nearest 0.1km.”
- 920.11.2 **VMA Haul shall be paid out of Contingency that is added to the Contract at the time of Award. This is based on the Department’s estimate of the known VMA sources in the vicinity of the project limits. The Contractor will be paid for the actual VMA haul based on the provisions outlined in the Specifications for Aggregate for Bituminous Pavement.”**

Bridge Specifications

The following Bridge Specifications will be replaced as “Interim”;

Specification 1000(I) Structural Excavation June 2013

Specification 1020(I) Demolition and Removal of Existing Structures April 2013

Specification 1021(I) Dismantling and Salvage of Existing Structures April 2013

Specification 1092(I) Temporary Works March 2010

The following Bridge Specification will be added as “Interim”;

1085(I) Fabrication of Precast Prestressed Concrete Deck Panels February 2013

1086(I) Installation of Precast Prestressed Concrete Deck Panels February 2013