



City of Morden
Planning & Engineering

Office: 133 7th Street, MB
Mailing: 100-195 Stephen Street,
Morden, MB, R6M 1V3

1311 Victoria Pathway Reconstruction Asphalt Pavement

Tenderer's Information

Name

Address

Telephone

Fax

GST No.

WCB No.

Project Quick Reference Sheet

Project Summary	Asphalt Pavement as per specifications and drawings: 1. ±410 meters of asphalt pavement at the pathway; 2. ±365 meters of asphalt along the edge of existing highway; 3. Asphalt pavement at driveways.
Issue Date	September 2, 2014
Closing Date	September 8, 2014 (Monday)
Closing Time	11:00
Submission Location	100-195 Stephen Street, Morden, MB
Submission Format	Sealed Envelope
What to Submit	Please submit this entire package, completed and signed. Also, submit with this Tender: - Documentation for asphalt mix that you intend to use.
Contacts	Dave Haines, P. Eng 204-822-2567 dhaines@mordenmb.com Tatiana Sinchenko 204-822-2574 tsinchenko@mordenmb.com Office: 133 7 th Street, Morden, MB Mail: 100-195 Stephen Street, Morden, MB [R6M 1V3]

Initial this and every page of the document

Tenderer's Initials _____

1.1 Invitation to Tender

The City of Morden invites Tenders for Project 1311, “**Victoria St Pathway Reconstruction – Asphalt Pavement**”.

1.2 Description of Works

- A. The location of the Work is Victoria Street, east of First Street, Morden. The Work includes:
- i. ±410meters of asphalt pavement at the pathway;
 - ii. ±365 meters of asphalt along the edge of existing highway;
 - iii. Asphalt pavement at driveways.

1.3 Tender Documents

- A. Documents may be obtained at the City Office: 100-195 Stephen Street, Morden, MB. Ensure that you provide your full name, address, telephone, email and fax details to guarantee that you receive addenda.

1.4 Tender Submission

- A. The date and time of Tender Closing are **11:00am, September 8, 2014**. The City will receive Tenders at the City Office:
- 100-195 Stephen Street
Morden, MB
R6M 1V3
- B. Submission of a Tender indicates the Tenderer’s agreement that all costs and expenses associated with the preparation of the Tender are the sole responsibility of the Tenderer.
- C. The submission must be contained in a sealed envelope or package, labeled with the Project Description, “Victoria St Pathway Reconstruction – Asphalt Pavement”, and the Tenderer’s name. The Tender submission must contain:
- i. All pages of the Tender, completed and signed where required.
- D. The City may accept Fax and Email copies of the documents at its discretion. Should the City choose to accept Tender Submissions in that format, the successful Tenderer must provide the City with the originals within one calendar week of the Tender closing date. Any Tenderer wishing to submit in this format must contact the City to make such arrangements.
- E. The City will only accept Tender submissions in the form described above. The City will not consider oral submissions for acceptance.

Section 1

Tender Instructions

- F. The City will accept amendments to a Tender submission providing that such amendment is submitted in writing, signed by the person(s) who signed the original submission, and that it arrives prior to Tender Closing in a sealed envelope labeled with the details described above. Such amendments must be in accordance with the Tender Documents.

1.5 Pre-Tender Enquiries and Addenda

- A. For any enquiries relating to the Tender please contact as indicated on the Project Reference Sheet.
- B. Clarifications, interpretations, and explanations may be made in the form of Addenda. The City may issue addenda during the Tender period and will distribute such Addenda to all persons known by the City to have obtained a set of the Tender Documents. All such Addenda shall become part of the Tender Documents.
- C. No oral clarifications, interpretations, or explanations by any person whatsoever shall bind the City in the interpretation of the Tender Documents.
- D. Should a Tenderer find any errors, omissions, or discrepancies in the Tender Documents immediately notify the City.
- E. The City will consider any requests for extension to Tender Closing but reserves the right to do so at its own discretion.

1.6 Site Inspection

- A. The Tenderer is responsible for examining the work site before submitting a Tender. The Tenderer is responsible for familiarizing itself with and allowing for all site conditions including the project locations, local conditions, access locations and limitations, topographical conditions, presence of obstructions, working widths, and all other site conditions which may affect the Work.
- B. The Tender is deemed to include the cost of working in these conditions and the City will not consider additional payment or time extensions due to site conditions which were or would have been reasonably foreseeable given a proper inspection of the site by the Tenderer.
- C. Should a Tenderer wish to make exploratory excavations or investigations at the site, it shall make arrangements with the City. The City, at its own discretion, may set conditions or limitations on such excavations or investigations and may refuse to permit them.

1.7 Bid and Performance Security

- A. The City will not require a bid bond for this project.
- B. In lieu of performance bonding, the City will implement an increased holdback as follows: the City will retain a 15% holdback until 40 days after substantial completion, after which time it will reduce to 7% and be retained for the maintenance period.

1.8 Variations to Tender Documents

- A. Tender submissions shall be in accordance with the terms and conditions contained in the Tender Documents. The City may, at its own discretion, disqualify a Tender that materially changes these terms and conditions.
- B. Should a Tenderer wish to submit a Tender that is different from the terms and conditions of the Tender Documents, it shall do so in the form of the "Tenderer's Proposed Amendments" form. The Tenderer shall submit this form in accordance with the terms and conditions of the Tender Documents and by the date and time specified therein.
- C. Note that a Tender submission cannot be accepted with such proposed amendments unless the entire Tender is complete as per the Contract Documents.

1.9 Irrevocability of Offer

The Tender submitted by the Tenderer shall remain open to acceptance by the City and shall be irrevocable for a period of sixty (60) days from the Tender Closing date.

1.10 Acceptance and Rejection of Tenders

- A. The City, at its own discretion, reserves the right to:
 - i. Accept any Tender;
 - ii. Reject any Tender;
 - iii. Accept a Tender which is not the lowest Tender;
 - iv. Reject a Tender even if it is the only Tender received by the City;
 - v. Accept all or any part of a Tender.
- B. The City reserves the right to reject any Tender containing errors, omissions, erasures, items not part of the Tender form, or any obviously unbalanced Tender.
- C. The City may disqualify or reject Tenders containing qualifying conditions or otherwise failing to comply with the Tender Documents. The City reserves its right to reject or retain for its consideration non-qualifying Tender submissions.
- D. The City reserves the right to require a Tenderer to submit qualifications and experience to prove that the Tenderer is capable of completing the Works. The City may choose to disqualify any Tenderer who it deems as inexperienced, or for any other reason may not be capable of completing the works.
- E. The City will notify the successful Tenderer in writing that its Tender has been accepted.
- F. The successful Tenderer shall submit the following original documentation to the City within seven (7) days of the notification of acceptance of Tender:

Section 1

Tender Instructions

- i. An original certificate of insurance as per MWSB Clause 10 (1) in the amount of \$2,000,000.

1.11 Withdrawal of Tender

The Tenderer may withdraw its Tender submission, unopened, if such request is received by the City in writing prior to the Tender Closing date.

2.1 General Requirements

A. Start & Completion Dates

- i. All works must be complete by: 6th October, 2014.

B. Addition and Deletion of Work

- i. The City reserves the right to increase or decrease the quantity of any Unit Price item, alter the route or alignment and make any modifications to the quantities of the contract items that it deems necessary and in its best interest.
- ii. Such modifications and changes shall not constitute grounds to change the value of any unit prices agreed in the contract for these items.

C. Existing Infrastructure

- i. The Contractor is responsible for abiding by all Federal, Provincial and Municipal Regulations and By-Laws regarding construction activities in the vicinity of existing utilities and structures.
- ii. The Contractor is responsible for verifying the existence and locations of all overhead and underground utility infrastructure and appurtenances, and obtaining the necessary approvals and permits before proceeding with the works. The Contractor is responsible for any damages to, and for the maintenance and protection of, existing utilities and infrastructure.
- iii. Where the Contractor requires the relocation or removal of existing infrastructure in order to accommodate the Contractor's method of works, all expenses for such relocations or removals will be the responsibility of the Contractor unless indicated otherwise in the Contract Specifications.

D. Equipment, Plant and Labour

- i. The Contractor shall be responsible for the provision of all the equipment, plant, tools, and labour required to complete the works to the fulfillment of the terms of the Contract Documents. The cost for this shall be deemed to be included in the Contract Price.

E. Materials

- i. The contractor must provide all materials required for the completion of the works. The details for all materials are shown on the plans.

F. Construction Procedures

- i. Subject to the rights of the City and according to the Contract Documents the Contractor shall be solely responsible for and shall supervise and direct the work. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except where the Contract Documents, in order to define the quality of a particular item of work, specify a means, method, technique, sequence, or procedure for construction of that item of the work.

G. Layout & Survey

- i. The Engineer will provide the initial survey and layout for all works.
- ii. The Engineer will provide the necessary surveying materials to complete the layout and survey.
- iii. The Contractor is responsible for protecting all survey and layout reference locations. Should they be damaged due to the Contractor's lack of care, the Contractor will be responsible for the costs to reinstate the damaged references.

H. Defective or Improper Work

- i. The City shall provide the level of inspection it deems necessary to ensure that the works are complete according to the specifications of the Contract Documents.
- ii. The Contractor shall comply with any and every instruction given by the agent appointed by the City to carry out such inspections and rectify any defects or deficiencies within the period of time specified by the City.

I. Guarantee of Workmanship

- i. The Contractor guarantees the works completed by it to be free from defects in workmanship for the Maintenance Period as follows:
 - i. Twelve months from the date of substantial completion.

2.2 Measurement & Payment

- A. Measurements and payments will be according to the unit prices and units indicated in Section 4, *Tender Price*, and as explained or qualified here.
- B. Payment will be on a monthly basis unless the City and Contractor make other arrangements and the holdback will be deducted from each progress payment.
- C. The Contractor must provide the Engineer with a detailed list of the equipment, tools, and manpower, with associated hourly rates, that they will use to complete the Works. The Engineer reserves the right to negotiate hourly rates to reflect market rates and these rates will be the basis for down time and extra work.
- D. The City will pay any Extra Work on the basis of actual time spent on that work rounded up to the nearest half hour. Before completing any Extra Work, the Contractor *must* notify the Engineer of the requirement for Extra Work.
 - i. The Engineer will make note of the equipment and manpower required for the Extra Work and will use the hourly rates to determine payment for the Extra Work.
 - ii. The City will pay for additional materials required for Extra Works on the basis of cost plus 15%, unless the material is already included in the *Tender Price* (Section 4). The Contractor must provide the necessary documentation (ie. invoices, receipts, weigh scale tickets, etc.) in order to receive reimbursement for the additional materials.

- E. In the event that the Contractor is unable to work on the project, the City may pay Down Time according to the following:
- i. It is the Contractor's responsibility to engage in other works to limit, or eliminate, Down Time. This may mean moving off-site to a different project or relocating to other works on the site. Down Time will not apply to the time required to move equipment and manpower around on the site;
 - ii. That Down Time will be assessed on the basis of this Contract and may include a detailed review of all associated documents;
 - iii. Down Time must be agreed and recorded by the Engineer and will apply to any equipment and labour actually on site and that are normally required for the work at hand. The City reserves the right to require a list of equipment and manpower, and associated hourly rates from the Contractor;
 - iv. That Down Time will not apply to the time required by the Engineer to assess the conditions and claims unless this time exceeds one (1) hour.

2.2 Health & Safety

- A. The Contractor shall be deemed to be a "prime contractor" under the *Regulations* of the *Workplace Safety and Health Act*.
- B. The Contractor is responsible for ensuring that all activities under its control, for the duration of the works, are conducted in compliance with the Province of Manitoba's *Workplace Safety and Health Act* including all relevant *Regulations*.
- C. The Contractor alone shall at all times be responsible for the safety of its employees, its subcontractors' employees and other persons and equipment lawfully on the work site. The Contractor shall be responsible for maintaining the Work Site as a safe place to work and perform the work in a manner which meets all applicable requirements and standards for the Work Site.
- D. The Contractor shall obtain and maintain Workers Compensation Insurance as required by the *Workers Compensation Act*. The Contractor shall be registered and be in good standing with the *Workers Compensation Board*. The Contractor acknowledges that the City may query the Contractor's standing with the Workers Compensation Board at the City's discretion, and the City reserves the right to reject a Tender submission on the basis of the Contractor's standing with the Workers Compensation Board.
- E. The Contractor will, at all times during the construction process, take every precaution to ensure the safety of vehicular, bicycle, and pedestrian traffic, and of any other contractor, sub-contractor, visitor, inspector, or any party on site for any reason, both during and outside of normal working hours.
- F. The Contractor is, at all times during the construction process, responsible for traffic control on PTH 3. This should be done in strict accordance with MIT Specification #200, *Traffic Control*. Traffic control to be Level I.
- i. The City will provide cones, barricades and signs, and assist with the initial setup. The Contractor is then responsible to maintain traffic control measures for the

duration of the works, during working hours. The City will provide an after hours contact person who will to ensure that traffic control remains in place at all times.

3.1 Reference Documents

- A. The following Specifications form an integral part of this Contract as fully as though recited in full herein:
- a. The Manitoba Infrastructure and Transportation, Standard Construction Specifications, hereafter referred as “MIT Specification”.
 - b. The City of Winnipeg, Standard Construction Specifications, hereafter referred as “CW Specification”
- B. The Contractor is responsible to obtain and familiarize itself with all relevant standards and specifications cited by, and included in, the Contract Documents.
- C. Materials, Compaction and Testing
- For all asphalt works use Class ‘B’ MIT Specification or Type 1A CW Specification, and submit mix design/specification for the mix you intend to use.
 - A levelling course shall be compacted to 97% of Marshall Density.
 - The finished surface of pavement shall be smooth, free from segregation and roller marks, uniform and true to line and cross-section as shown on the Plans or as specified by the Engineer. Where surface of pavement happens to be defective, it shall be corrected at the expense of the Contractor as per MIT Specification #800.
 - Unless otherwise specified, traffic will not be permitted on any newly paved surface until such time as the surface temperature has cooled to below 65° C.
- D. Asphalt pavement shall meet the specifications of MIT #800, *Specifications for bituminous pavement and recycled bituminous pavement* or CW #3410, *Asphaltic Concrete Pavement Works*

3.2 Restorations and Finished Grades

- A. The Contractor shall be responsible for the cost to restore areas that were unnecessarily impacted by the method of construction where the Contractor was deemed to be careless or negligent during the construction process.
- B. See the plans for additional specifications.

4.1 Quantities and Prices

- A. The Tenderer hereby submits unit prices as required by the specifications and agrees that the City will use these as the basis for payment of work. The quoted prices shall remain in force until the date of contract completion.
- B. The Tenderer agrees that the City will use the unit prices agreed upon in the Tender Form to determine the value of any works added to, or deleted from the Contract.
- C. The Tenderer agrees that the Tender Price, including the unit prices, includes all necessary costs to complete the works unless otherwise indicated elsewhere in the Tender Documents.
- D. The Tenderer agrees that the City, or its appointed representative, will measure the progress of the work.
- E. The Total Tender Amount should agree with the sum of the individual unit prices plus GST.

4.2 Unit Price Item Explanations

- A. *Item 1* is for pavement of pathway and driveways on top of existing base as shown on the plans. This item will be paid by weight in tonnes of pavement actually spread on the pathway.
- B. *Items 2* is for the asphalt along the highway between existing gutter and saw-cut edge of asphalt. This item must be started after concrete work for curb&gutter are complete. See plans for details. This item will be paid by weight in tonnes of pavement actually placed
- C. *Item 3* is for milling of highway surface (0.3m wide and 0.05m deep) along the edge of existing asphalt.

4.3 Unit Prices

	Item Description	Qty.	Unit	Unit Price (\$)	Total Price (\$)
1.	<i>Supply and Installation of 50mm Asphalt Pathway Pavement</i>	166	Tonne	\$	\$
2.	<i>Supply and Installation of Asphalt Highway Pavement</i>	21.5	Tonne	\$	\$
3.	<i>Milling of existing asphalt surface</i>	367	LM	\$	\$
				Total Price	\$
				GST (5%)	\$
				Total Tender Price	\$

Total Tender Price (printed):

Section 4

Tender Price

4.4 Contractor's Labour, Equipment, and Materials Rates

- D. The Tenderer agrees that the City will pay any Extra Work on the basis of hourly rates indicated in Tenderer's Rates. Please list all equipment, tools, manpower, etc. that you intend to use to complete Works and associated hourly rates.
- E. Where the City lists specific items in the table, please be sure to provide those.
- F. Tenderer's Rates:

Item (Material, Labour, Equipment, Etc.)	Rate (\$)	Hourly/Daily/Cubic Yard/Etc.

4.5 Proposed Amendments

- A. The following is a full and complete list of the Tenderer's proposed changes or amendments to the Tender Documents.

- B. Use additional pages if necessary. Any additional pages must be signed and dated as below.

Section 4

Tender Price

4.6 Tender Execution

By executing this Tender, the Tenderer acknowledges that it has read and understood the documents and agrees to be bound by all the terms, conditions, and specifications herein.

This Tender is executed at _____ this ____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED)	TENDERER
)	
In the presence of:)	_____
)	(Company Name)
_____)	
(Print Witness Name))	
)	_____
)	(Print Name & Title)
)	
_____)	
(Witness Address))	_____
)	(Signature)
_____)	
(Witness Signature))	_____
)	(Print Name & Title)
)	
)	
)	_____
_____)	(Signature)

Section 5

Form of Agreement

This Agreement made this ____ (day) of _____ (month), 2014

BETWEEN: Contractor (the "Contractor")

AND: City of Morden (the "City")

This agreement witnesses that the Contractor and the City agree as follows:

1. The Contractor shall provide the necessary labour, plant, equipment, and materials required to perform the work within the required time, as required by the Contract Documents.
2. The City shall pay the Contractor the Contract price, as required by the Contract Documents.
3. The Contract Price shall be as follows:
 - a. The Tender Price, as set out in Section 4, for the unit prices agreed upon and for the actual quantities of work performed by the Contractor; and
 - b. Any payments made on account of changes, as may be required by the Contract documents.
4. The Contractor shall commence the Work on the date agreed upon by both parties and shall complete all works within the period of time agreed upon by both parties.
5. The Contract Documents, including the Tender Form, all appendices and Addenda, shall form a part of this Agreement.
6. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the City.

Project 1311
Victoria St Pathway Reconstruction. Asphalt
Pavement

Tenderer's Initials _____

Section 5

Form of Agreement

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Contractor and the City have executed this Agreement this ____ day of _____, 2014.

SIGNED, SEALED and DELIVERED
on behalf of the Contractor

In the presence of:

Print Name of Witness

Address

Signature of Witness

) **CONTRACTOR**
) _____
) Company Name
) _____
) Signature
) _____
) Print Name & Title
) _____
) Signature
) _____
) Print Name & Title

SIGNED, SEALED and DELIVERED
on behalf of the City

In the presence of:

Print Name of Witness

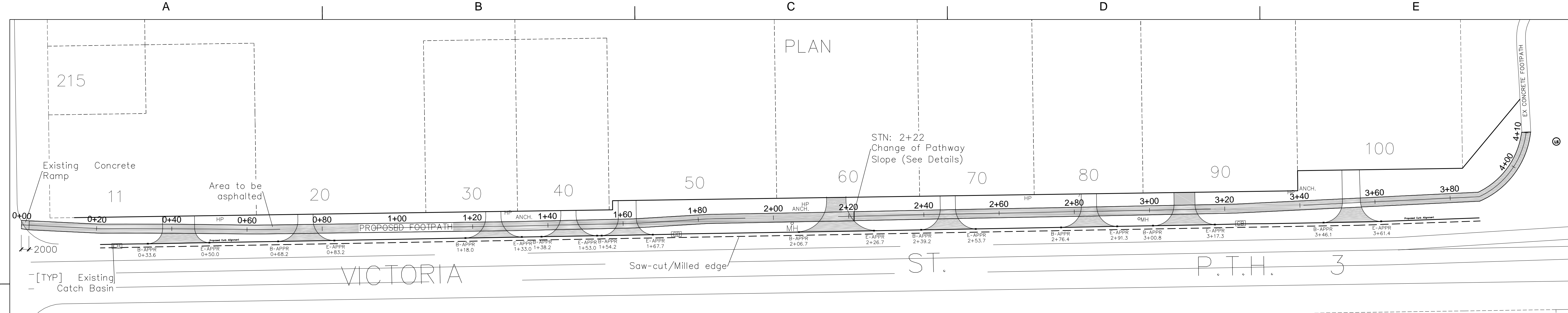
Address

Signature of Witness

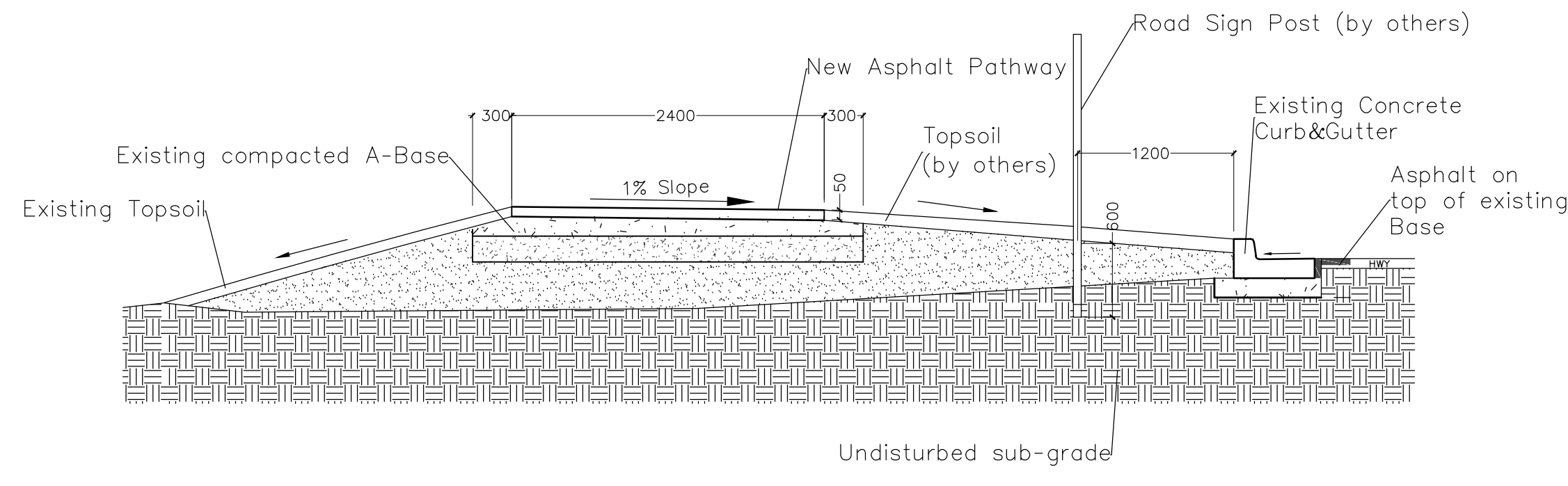
) **CITY**
) _____
) Company Name
) _____
) Signature
) _____
) Print Name & Title
) _____
) Signature
) _____
) Print Name & Title

Project 1311
Victoria St Pathway Reconstruction. Asphalt
Pavement

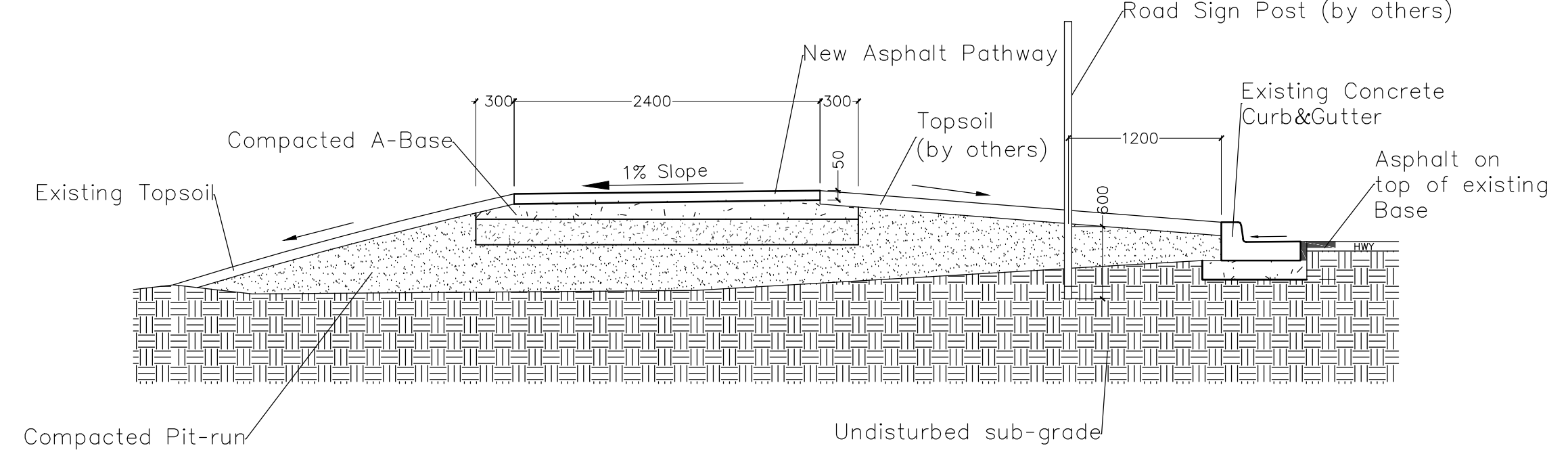
Tenderer's Initials _____



CROSS-SECTION
STN: 0+00 to 2+22
SCALE: NTS

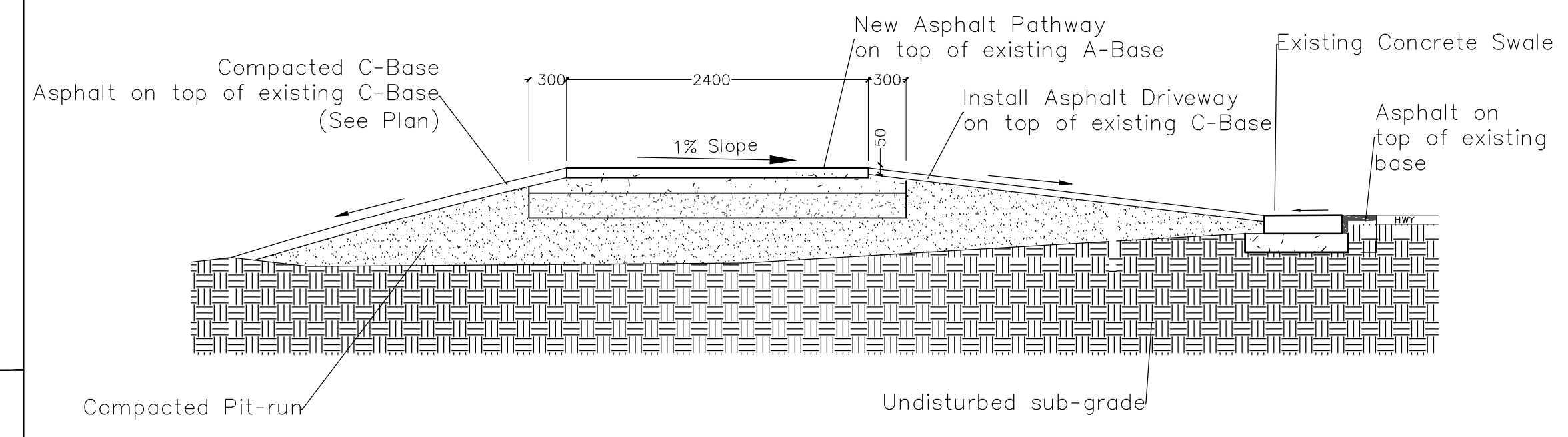


CROSS-SECTION
STN: 2+22 to END
SCALE: NTS

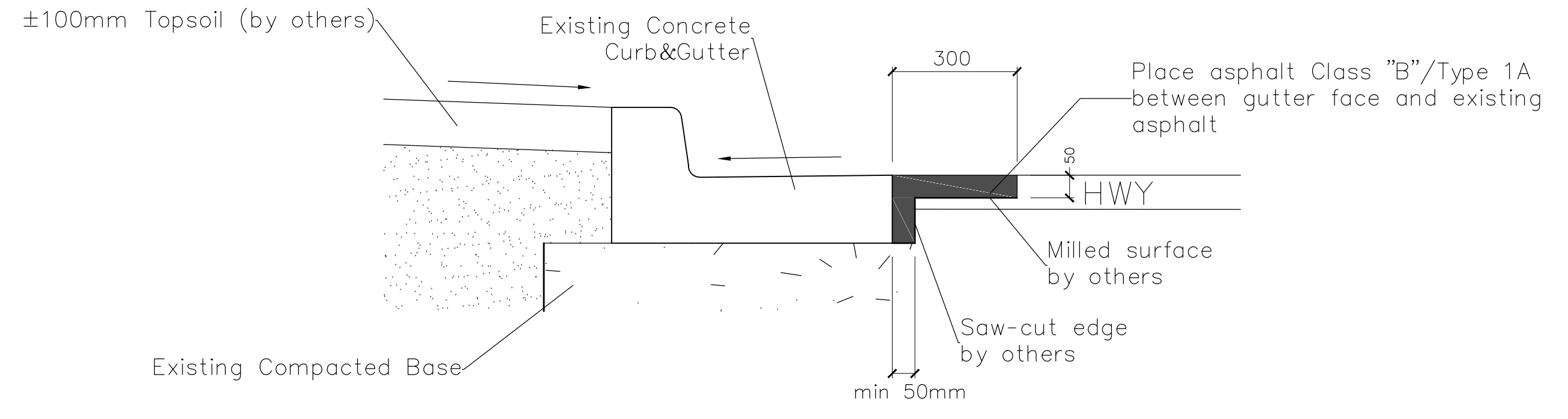


LEGEND:
B-APPR - beginning of swale
E-APPR - end of swale

DRIVEWAY CROSS-SECTION
SCALE: NTS



CURB & GUTTER DETAIL
SCALE: NTS



NOTES:
A. Sequence of works:
1. Place asphalt along the edge of highway (between saw-cut and existing gutter) first;
2. Place asphalt along the pathway and on driveways on top of existing base.

Rev. No.	Date	Description
Rev. A	2014/08/25	Design For Tender
Designed:	Tatiana	2014/08/25
Drawn:	Tatiana	2014/08/25
Checked:	DH	2014/08/25
Approved:	DH	2014/08/25