



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 8-2013**

**SUPPLY AND DELIVERY OF CONCRETE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF CONCRETE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 14, 2013.

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 Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 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/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 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 Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.

- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 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.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.
- B8.2 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.
- B8.3 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. QUALIFICATION**

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B9.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 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.
- B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 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.
- B12.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.



- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 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 B11.2 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.

### **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Bid Price;
  - (d) Delivery Adjustment;
  - (e) Dry Batch Cost Adjustment;
  - (f) Economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 Further to B13.1(d) the Delivery Adjustment will be calculated using the following:
- B13.5.1 The delivery adjustment will be the amount calculated by the Contract Administrator using the following information:
- (a) Time of a round trip between the Supplier's plant and each maintenance area destination point;
  - (b) Hourly rate for the City of Winnipeg Transit mixer with an operator; and
  - (c) Number of round trips to each maintenance area based on historical records.

**Note:** For the purpose of this evaluation:

- (i) the destination points will be the calculated centroid of each maintenance area, as determined by the Contract Administrator using the City of Winnipeg's current geographical information system to calculate the central location of

each maintenance area based on paved street inventory and density. The centroid for each maintenance area is:

North Area – the intersection of McPhillips Street and Logan Avenue;

East Area – the intersection of St. Mary's Road and Tache Avenue;

South Area – the intersection of Waverley Street and Chevrier Boulevard.

- (ii) the time of the round trip will be calculated by the Contract Administrator using the shortest distance on truck routes from the Bidder's plant location to each maintenance area centroid divided by an average vehicle speed of fifty (50) km/h.
- (iii) the hourly rate of a City of Winnipeg transit mixer including operator will be ninety dollars (\$ 90.00) per hour.
- (iv) The estimated number of round trips will be two thousand (2000), of which, based on historical information, the number of trips to each area will be:

North Area – 900 trips;

East Area – 600 trips;

South Area – 500 trips.

- (v) the centroid of each maintenance area will be determined by the Contract Administrator using the City of Winnipeg's current geographical information system to calculate the central location of each maintenance area based on paved street inventory and density.

B13.6 Further to B13.5.1, the Contract Administrator will provide the distance to each maintenance area centroid that will be used in the delivery adjustment calculation to the Bidder upon request.

B13.7 Further to B13.1(e), the Dry Batch Cost Adjustment is to account for the additional time required for mixing and additional operating costs should the Bidder indicate that a Dry Batch Plant will be the primary type of plant used to supply concrete. The Dry Batch Cost Adjustment has been calculated to be fifty thousand dollars (\$ 50,000.00) for loads delivered by the City transit mixers based on two thousand (2000) loads, the hourly transit mixer cost and the typical mixing time.

B13.8 For the evaluation of Bid Prices, the Bid Price, the Delivery Adjustment and the Dry Batch Cost Adjustment, if applicable, will be summed to calculate an Evaluated Bid Price for each Bidder.

## **B14. SURCHARGES**

B14.1 In addition to the Bid prices for the supply of concrete and delivery, the Contractor shall receive payment for applicable surcharges at the Bid rate for each load that the Contractor delivers with its own truck. Under-load surcharges may apply only for individual loads of 0.25 to 20 cubic metres or less (Item 15 on Form B: Prices) or for individual loads of 2.25 to 4 cubic metres (Item 16 on Form B: Prices).

B14.2 Bid prices for delivery of concrete by the Contractor's trucks shall include one (1) hour for unloading from the time of arrival at the job site. For each 15 minute (.25 hour) interval or portion thereof in excess of one (1) hour, the Contractor will be paid standby time at the unit price bid in Item 19 on Form B: Prices.

B14.3 The Contractor shall obtain approval for all applicable surcharges at the time the load is delivered from the City of Winnipeg's crew on a form acceptable to the Contract Administrator. A copy of the form shall be left with the City crew and a copy returned to the City dispatchers on a daily basis.

B14.4 Bid prices for winter surcharge shall include all additional costs of a winter operation. The Bid Price for surcharge on Saturday, Sunday or Statutory Holidays for winter operations in Item 17

on Form B: Prices and the Bid Price for winter surcharge in Item 18 on Form B: Prices shall be in effect from November 1, 2013 to April 30, 2014 and November 1, 2014 to April 30, 2015 inclusive.

B14.5 The Bid Prices for the delivery of Concrete by the Contractor shall include the cost of multiple drop sites within five hundred (500) metres of the initial drop site. For each additional drop site beyond five hundred (500) metres of the initial drop site, the Contractor will be paid a surcharge for each extra site at the unit price bid in Item 20 on Form B: Prices.

B14.6 No other surcharges other than those identified on Form B: Prices will be paid.

## **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the supply of concrete for the period from May 1, 2013 until April 30, 2015, with the option of one (1) mutually agreed upon one (1) year extension.

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

- (a) Supply of approximately nine thousand two hundred (9,200) cubic metres of Concrete of various types of specified mix designs;
- (b) Delivery of approximately eight hundred (800) cubic metres of Concrete.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**ASTM**" means the American Society for Testing and Materials.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Jim Berezowsky  
Support Services Supervisor  
Telephone No.: 204- 986-5076  
Facsimile No.: 204- 986-5566

#### **D5. NOTICES**

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204- 949-1174

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. INSURANCE**

D7.1 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; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (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.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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 the date specified in C4 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D8. MATERIAL SAFETY DATA SHEETS**

D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D7; and
  - (iv) the Material Safety Data Sheets specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D10. PICKUP AND DELIVERY**

- D10.1 The City of Winnipeg will use a maximum of eight (8) transit mixers to pick up concrete daily. The daily requirement will range from none required to approximately four hundred (400) cubic metres depending on job demand and weather. The City of Winnipeg will employ the transit mixers from May to October inclusive.
- D10.1.1 In the event of breakdowns to the City transit mixers, the City will have the right to utilize private rental transit mixers to supplement its fleet.
- D10.2 The Contractor shall provide dedicated loading of the City of Winnipeg transit mixers for the first (1<sup>st</sup>) round each day as follows:
- (a) Four (4) City of Winnipeg Transit mixers loaded between 06:45 am - 07:15 am and a following four (4) City of Winnipeg Transit mixers loaded by 07:45 am each day.
- D10.3 The Contractor shall supply up to four (4) transit mixers for delivery of concrete within twenty-four (24) hours of being requested. The transit mixers are intended to complement the City of Winnipeg's transit mixers should the daily requirement exceed the capacity of the trucks supplied by the City, to deliver concrete to job sites on any days when the City of Winnipeg's transit mixers are not available or to deliver concrete during winter operations.
- D10.3.1 When a Contractor transit mixer is requested to complement the City transit mixer, it will be required for a minimum of eight (8) hours unless otherwise agreed upon at the time of the request. In the event of inclement weather resulting in cancellation of the work, the Contractor will be paid a four (4) hour minimum (at \$85.00 per hour) for any external or supplemental transit mixers that had been ordered specifically to supply the City of Winnipeg.
- D10.3.2 In the event the Contractor is not able to supply the requested number of transit mixers at the time of the request, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will then have the option of hiring other transit mixers for delivery of concrete. The Contractor shall be responsible for the costs associated with the hiring of other transit mixers through the current City of Winnipeg Hired Hourly Equipment List.
- D10.4 The Contractor shall be responsible for all delivery of concrete from November to the end of the Contract or as required by the Contract Administrator.
- D10.5 In addition to the Bid prices for the supply of concrete cement, the Contractor will receive payment for the delivery of concrete using the Contractor's transit mixers at the rate per cubic metre bid in Item 14 – Form B: Prices. The first eight dollars (\$8.00) of the delivery rate will be MRST exempt.

## **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s) and pickup date(s); and
- (d) description and quantity of goods supplied.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

### **D13. PLANT TYPE AND CAPACITY**

D13.1 The Contractor's plant shall be of sufficient capacity so as to supply concrete for The City of Winnipeg orders at the rate of seventy-five (75) cubic metres per hour on demand. The Contractor shall make provisions for a suitable, approved back-up plant, capable of supplying the specified mixes in the event of plant breakdown or reduced plant capacity.

D13.1.1 In the event of a plant shutdown, breakdown or reduced capacity that affects the supply of concrete for City use, the Contractor shall immediately arrange for, at his expense, an alternate approved supply of concrete to meet the requirements of the City until such time as the Contractor's plant becomes fully operational.

D13.1.2 The City will pay the Contractor at the bid unit price for the type of concrete supplied under this arrangement. The Contractor shall be responsible for all additional costs.

D13.1.3 In the event the Contractor fails to make the necessary arrangements for an alternate supply, the Contract Administrator will make the necessary arrangements and all costs including administration will be charged to Contractor.

### **D14. PLANT FACILITIES**

D14.1 The Contractor shall provide at no additional cost to the City the following facilities at the location of the plant for the duration of the Contract:

- (a) area to dispose of surplus concrete returning from the job sites and end of day washout. (The handling and disposal of concrete from this area is the responsibility of the Contractor);
- (b) water supply to fill side tanks on mixers and for mixer drum washout;
- (c) access to the Contractor's mixer wash bay for the acid wash of City mixer exterior;
- (d) secure overnight parking with powered plug for ten (10) transit mixers;
- (e) parking area for twelve (12) City employee vehicles;
- (f) suitable area to place a crew trailer with supplied electrical power and a phone line;
- (g) suitable lunchroom and washroom facilities for employees;
- (h) office and workstation for the City Dispatcher including a desk, chair and lighting with a minimum area of 3.0 m by 4.0 m. The Contractor shall make provisions to locate the workstation in a smoke free dust free air conditioned environment;
- (i) a minimum of three (3) phone lines, a high speed internet line and power for a computer hook-up for the City Dispatcher work station;
- (j) site access to a photocopier for the City Dispatcher's use;
- (k) the City Dispatcher's office to have a clear view of the mixer staging and loading area or the Contractor shall provide a live video feed and suitable television / monitor capable of providing views of the staging and loading areas;
- (l) suitable dust control in the yard area;
- (m) a certified lab technician during City of Winnipeg hauling operations to perform air and slump tests at the plant site.



- D14.2 The Contractor shall have all plant and site facility requirements in place five (5) Business Days prior to the start of the Contract.
- D14.3 The Contractor shall allow the City of Winnipeg access to the site and facilities at least five (5) Business Days prior to the start of the contract operations to set up the City Dispatcher office, the crew trailer and parking areas for the transit mixers.
- D14.4 During daily operations, the Contractor shall provide City employees access to the yard by 05:30 hours until 21:00 hours or otherwise agreed to by Contract Administrator or Designate.

#### **D15. ACCEPTANCE OF CONCRETE**

- D15.1 The Contractor shall ensure that the concrete meets all specification requirements including, but not limited to slump and air content, until the concrete has been inspected and/or tested at the job site. Should the concrete be found to not meet the specification requirements in its plastic state, the load will be returned to the Contractor's plant and unloaded. No payment will be made unless the load can be corrected in a manner acceptable to the City and then continue to meet the specifications.
- D15.2 The payment of the invoice for a load of concrete does not constitute final acceptance of the load of concrete. The Contractor shall ensure that the concrete meets all applicable specifications in its hardened state including design strength, air void system and resistance to spalling. Should the concrete not meet these performance specifications for a period of one (1) year from the date of placement, the Contractor shall remedy the concrete to the satisfaction of the Contract Administrator at no additional cost to the City of Winnipeg.

#### **D16. HOURS OF OPERATION**

- D16.1 The City of Winnipeg will normally require concrete to be supplied between 06:45 and 19:00 hours, Monday to Friday, excluding statutory holidays.
- D16.2 The Contractor shall supply and deliver concrete outside of these hours, such as on weekends or statutory holidays, on an "as-required" basis.
- D16.3 No premiums will be paid for overtime, weekend, or statutory holiday Work, other than those allowed for winter operations.

#### **D17. DISPATCHING**

- D17.1 The City will install and maintain, at its expense, communication equipment at the workstation for the City Dispatcher, which may include telephone and a base station radio and antenna.
- D17.2 The City Dispatcher will communicate with Contractor dispatcher on an ongoing basis. A written material ticket will constitute an order and shall include the quantity and Type of concrete, location of delivery and City ticket number.
- D17.3 Upon receiving the City order, the Contractor's dispatcher will arrange for the loading and dispatching of trucks in an orderly and timely manner. A copy of the City material ticket shall be given to the delivery truck along with the Contractor's delivery ticket. The Contractor's ticket numbers and the City's ticket numbers must appear on the invoices.
- D17.3.1 The Contractor shall supply two (2) additional copies of delivery/material tickets – one (1) for the City Dispatcher and one (1) for the Contract Administrator.
- D17.3.2 The Contractor shall immediately provide the City Dispatcher with delivery/material tickets for any concrete delivered by Contractor on weekends or when the City Dispatcher is not on shift.
- D17.4 The Contract Administrator shall approve modifications to the dispatching method to accommodate situations associated with the Contractor's office arrangements and computerized systems.

## **D18. BATCH RECORDERS**

- D18.1 The Contractor's plant shall be equipped with a recording device that permanently records the quantity of all ingredients (aggregates, cementitious materials, water and admixtures), as described in the Manitoba Ready Mix Concrete Certification Check List B: 5 Recorders.
- D18.2 The Contractor shall keep recorded batch information for a period of two (2) Years from the Date of completion of the Contract as per D2.1.
- D18.3 The Contractor shall supply the Contract Administrator, the recorded information regarding any batch within two (2) Business Days of the request being made.

## **MEASUREMENT AND PAYMENT**

### **D19. INVOICES**

- D19.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 Bids Submissions must be submitted to the address in B6.5

### **D20. PAYMENT**

- D20.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D21. WARRANTY**

- D21.1 Warranty is as stated in C11.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GOODS**

E1.1 All concrete mix products supplied under this Contract shall be products approved for use in The City of Winnipeg at the time of closing of Bid Opportunity.

E1.1 Foaming agents shall conform to the requirements of ASTM C869, specification for Foaming Agent used in marking preformed foam for cellular concrete.

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. APPROVED PRODUCTS**

E2.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E2.1.1 *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>

E2.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E2.1.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over The City of Winnipeg Standard Construction Specifications.

NOTE: All suppliers must have prior mix design approval and be identified in Approved Concrete Mix Design.