



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 21-2008**

**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, April 9, 2008.

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 Branch internet site at <http://www.winnipeg.ca/matmgt>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site 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 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 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 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.

## **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 Branch  
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, may result in the Bid being determined to be non-responsive.
- 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 own name, his 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 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 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 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 shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

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.

B8.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

- 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 Branch internet site 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 Branch internet site 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 Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), 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 Bid after the Submission Deadline but before his 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total 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 Bid or in other information required to be submitted, that he 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.

B13.4.1 If there is any discrepancy between the Bid Price written in figures, the Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.4.2 Further to B13.1(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.

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 a 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; and  
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 seventy-five dollars (\$75.00) per hour.
- (iv) the estimated number of round trips will be 2000, of which, based on historical information, the number of trips to each area will be:

North area – 900 trips;  
East area – 600 trips; and  
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 \$30,000.00 for loads delivered by the City transit mixers (based on 2000 trips, 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.

B13.9 This Contract will be awarded as a whole.

#### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply of cement for the period of May 15 2008 to April 30, 2009.
- D2.2 The major components of the Work are as follows:
- (a) supply of approximately nine thousand nine hundred and fifty (9,950) cubic metres of Concrete of various types of specified mix designs;
  - (b) delivery of approximately eight hundred (800) cubic metres of Concrete;
  - (c) 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; and
  - (d) subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- 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 GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**ASTM**" means the American Society for Testing and Materials that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
  - (b) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
  - (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (d) **"Submission Deadline"** and **"Time and Date Set for the Final Receipt of Bids"** mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (e) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

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

D4.1 The Contract Administrator is:

Mr. Ken Boyd P. Eng  
Support Services Engineer  
Public Works  
104-1155 Pacific Avenue  
Winnipeg, MB R3E 3P1  
Telephone No.: (204) 986-5076  
Facsimile No.: (204) 986-5566

#### **D5. NOTICES**

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

D5.5 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 address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **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. WORKERS COMPENSATION**

D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. INSURANCE**

D8.1 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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 on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8.5 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.

### **D9. MATERIAL SAFETY DATA SHEETS**

D9.1 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.

D9.2 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**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

- D10.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in D7;
    - (iii) evidence of the insurance specified in D8;
    - (iv) the Material Safety Data Sheets specified in D9.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D11. FORFEITURE OF CONTRACT**

- D11.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

## **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 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
  - (d) description and quantity of goods supplied.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of the Contract.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

- D14.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D14.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D14.3 Invoices must clearly indicate, as a minimum:
- (a) the City's 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;
  - (f) the Contractor's GST registration number.
- D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.



**D15. PAYMENT**

- D15.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D15.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**INDEMNITY**

**D16. INDEMNITY**

- D16.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

**WARRANTY**

**D17. WARRANTY**

- D17.1 Warranty is as stated in GC.10.01.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 These Specifications shall apply to the Work.

#### **E2. CONCRETE MIXES**

E2.1 All products supplied under this Contract shall be products approved for use in The City of Winnipeg at the time of closing of Bid Opportunity, as per the City of Winnipeg Standard Construction Specifications. This information is available in Adobe Acrobat (.pdf) format at The City of Winnipeg Materials Management internet site <http://www.winnipeg.ca/matmgt/info.stm>

NOTE: The following navigation steps for **CW 2160 - R 7**(inside the above link):

- (i) Specification Documents;
- (ii) Table of Contents;
- (iii) Underground Work;
- (iv) Concrete Underground Structures Work.

NOTE: The following navigation steps **CW 3310 - R 12** (inside the above link):

- (v) Specification Documents;
- (vi) Table of Contents;
- (vii) Surface Work;
- (viii) Portland Cement Pavement Work.

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

E2.2 Foaming agents shall conform to the requirements of ASTM C869, specification for Foaming Agent used in marking preformed foam for cellular concrete.

E2.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E3. DELIVERY**

E3.1 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 depending on job demand and weather. The City of Winnipeg will employ the transit mixers from May to October of 2008 inclusive.

E3.1.1 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.

E3.2 The Contractor shall provide dedicated loading of the City of Winnipeg transit mixers for the first (1<sup>st</sup>) round each day of operation at 07:00 hours.

E3.3 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.

- E3.3.1 When a Contractor transit mixer is requested, it will be required for a minimum of 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 4 hour minimum (at \$75.00 per hour) for any external or supplemental transit mixers that had been ordered specifically to supply the City of Winnipeg.
- E3.3.2 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 will be responsible for all costs associated with the hiring of transit mixers.
- E3.4 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.
- E3.5 The Contractor shall be responsible for all delivery of concrete from November to the end of the Contract or as required by the City of Winnipeg.

#### **E4. SURCHARGES**

- E4.1 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 0.2 to 2 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).
- E4.2 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 1 hour, the Contractor will be paid standby time at the unit price bid in Item 19 on Form B: Prices.
- E4.3 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.
- E4.4 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, 2008 to April 30, 2009 inclusive.
- E4.5 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.
- E4.6 No other surcharges other than those identified on Form B: Prices will be paid.

#### **E5. PLANT TYPE AND CAPACITY**

- E5.1 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.
- E5.1.1 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.

- E5.1.2 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.
- E5.1.3 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.

## **E6. PLANT FACILITIES**

- E6.1 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 for ten (10) transit mixers;
  - (e) parking area for twelve (12) City employee vehicles;
  - (f) suitable area to place a crew trailer and availability of electricity and phone line;
  - (g) suitable lunchroom and washroom facilities for employees;
  - (h) workstation for the City Dispatcher located strategically near the Contractor's Dispatcher. The workstation shall include a desk, chair and lighting with a minimum area of 3.0m by 4.0m. The Contractor shall make provisions to locate the workstation in a smoke free, dust free and air-conditioned environment. The Contractor shall provide a minimum of three (3) phone lines, a high speed internet line and power for computer hook-up;
  - (i) the Contractor shall provide access to a fax machine and photocopier for the City Dispatcher;
  - (j) the dispatcher's office shall have a clear view of the mixer staging and loading area;
  - (k) the Contractor shall provide suitable dust control in the yard area;
  - (l) The Contract shall provide a certified lab technician during City of Winnipeg hauling operations to perform air and slump tests "as required" at the plant site.

## **E7. ACCEPTANCE OF CONCRETE**

- E7.1 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.
- E7.2 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.

## **E8. HOURS OF OPERATION**

- E8.1 The City of Winnipeg will normally require concrete to be supplied between 07:00 and 19:00 hours, Monday to Friday, excluding statutory holidays.

E8.2 The Contractor shall supply and deliver concrete outside of these hours, such as on weekends or statutory holidays, on an “as-required” basis.

E8.3 No premiums will be paid for overtime, weekend, or statutory holiday Work, other than those allowed for winter operations.

## **E9. DISPATCHING**

E9.1 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.

E9.2 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.

E9.3 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.

E9.3.1 The Contractor shall supply two additional copies of delivery/material tickets – one for the City Dispatcher and one for the Contract Administrator.

E9.3.2 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.

E9.4 The Contract Administrator shall approve modifications to the dispatching method to accommodate situations associated with the Contractor’s office arrangements and computerized systems.

## **E10. BATCH RECORDERS**

E10.1 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.

E10.2 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.

E10.3 The Contractor shall supply the Contract Administrator the recorded information regarding any batch within two (2) Working Days of the request being made.