



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 14-2015

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, March 24, 2015.

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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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>
- B5.2.2 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.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.8, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder must indicate if a Dry Batch Plant will be used to produce concrete.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.5 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.6 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
- B7.6.1 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.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.9.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.10 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work.. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Building Products & Concrete Supply LP

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 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);
- (d) be a ready-mixed concrete plant or approved by the Contract Administrator.

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>)

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements 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/>

B12.3 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/>

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

B14. WITHDRAWAL OF BIDS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 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 B13.2 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.

B15. EVALUATION OF BIDS

B15.1 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 B11 (pass/fail);
- (c) Evaluated Bid Price;
- (d) Delivery Adjustment;
- (e) Dry Batch Cost Adjustment;
- (f) economic analysis of any approved alternative pursuant to B6;
- (g) cost to the City of administering multiple contracts.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices, plus the Delivery Adjustment, and the Dry Batch Cost Adjustment, if applicable.

B15.5 Further to B15.1(d), The Delivery Adjustment will be calculated as follows:

$$\text{Delivery Adjustment} = \text{Travel Time} \times \text{Delivery Runs} \times \text{Travel Rate};$$

Where:

- (a) **Travel Time** is the time of a round trip from the Bidder's concrete batch plant and each of the Public Works Streets Maintenance Destination Points. The Travel Time will be calculated by dividing the shortest round trip distance by and average transit mixer speed of forty (50) km/h.
 - (i) Destination Points are calculated centroids of each Public Works Streets Maintenance Areas, as determined by the Contract Administrator using the City's current geographic information system. The paved street inventory and density in each maintenance area is used to calculate the centroids location. The centroid of each maintenance area are located as follows:
 - ◆ 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.
- (b) **Delivery Runs** is the number of round trips to each maintenance area based on historical data collected by the City. The estimated number of round trips per maintenance area, based on historical data by the City, are as follows:

- (i) North Area (900 round trips);
- (ii) East Area (600 round trips);
- (iii) South Area (500 round trips).

(c) **Travel Rate** is the hourly rate for a City of Winnipeg transit mixer with operator. The Travel Rate for a City of Winnipeg transit mixer will be evaluated at fifty dollars (\$50.00) per hour.

B15.6 Further to B15.1(c), The Dry Batch Cost Adjustment will be applied 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 seventy five thousand dollars (\$ 75,000.00) for loads delivered by the City transit mixers based on two thousand (2000) loads, the hourly transit mixer cost and the typical mixing time.

B15.7 Further to B15.5(a)(i), the Contract Administrator will provide, upon request by the Bidder, the round trip distance used to evaluate the Delivery Adjustment.

B16. SURCHARGES

B16.1 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 2.0 cubic metres or less (Item No.15 on Form B: Prices) or for individual loads of 2.25 to 4 cubic metres (Item No. 16 on Form B: Prices).

B16.2 Bid prices for delivery of concrete in Item No. 13 on Form B: Prices 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.

B16.3 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 Area Designate on a daily basis.

B16.4 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 No. 17 on Form B: Prices and the Bid Price for winter surcharge in Item No. 18 on Form B: Prices shall be in effect from November 1, 2015 to April 30, 2016 inclusive.

B16.5 Item No. 13 on Form B: Prices 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.

B16.6 No other surcharges other than those identified on Form B: Prices will be paid.

B17. AWARD OF CONTRACT

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

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;

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

B17.3 It is the intent of the City to award to more than one (1) bidder, meeting bid specifications for all items according to B10, based on the Evaluated Bid Price as outlined in B14. Orders will then be placed by the City on the basis of: first (1st) travel time and lowest price, and second (2nd) the ability of the Contractor to satisfy the City's requirements at the time of the order.

B17.3.1 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.

B17.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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
- 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 supply and delivery of concrete for the period from May 1, 2015 until April 30, 2016, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

(a) Supply of approximately eight thousand eight hundred and thirty (8830) cubic metres of Concrete of various types of specified mix designs:

(i) Approximate total weekday volume; eight thousand three hundred and thirty (8330) cubic meters;

(ii) Approximate total weekend volume; five hundred (500) cubic meters.

(b) Total 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:

Jean-Luc Lambert, E.I.T.
Support Services Supervisor

Telephone No.: 204- 806-0786

Email - jeanlambert@winnipeg.ca

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 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

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

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, rip and tear coverage 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.
- 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 but in no event later than the date specified in C4 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 thirty (30) 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/she 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 until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8; and
 - (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. PICKUP AND DELIVERY

D11.1 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.

D11.1.1 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.

D11.2 The Contractor shall provide dedicated loading of the City of Winnipeg transit mixers for the first (1st) round each day as follows:

- (a) Four (4) City of Winnipeg transit mixers loaded between 07:00 am to 07:30 am and a following four (4) City of Winnipeg transit mixers loaded by 07:30 am to 08:00 am each day.

D11.3 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.

- D11.3.1 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.
- D11.3.2 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.
- D11.4 Notwithstanding the generality of D11.3, the Contractor shall supply transit mixers for delivery of concrete within four (4) hours of notice by the City. The Contractor transit mixer will be required on an hourly basis up to a minimum of three (3) hours.
- D11.4.1 The transit mixer services identified in D11.4 and costs identified in Item No. 14 – Form B: Prices includes operator, equipment, mileage, standby and multiple drop sites within the City of Winnipeg.
- D11.5 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.
- D11.6 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 No. 13 – Form B: Prices. The first eight dollars (\$8.00) of the delivery rate will be MRST exempt.

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 and pickup 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 quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D14. PLANT TYPE AND CAPACITY

- D14.1 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.
- D14.1.1 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.

- D14.1.2 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.
- D14.1.3 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.

D15. PLANT FACILITIES

- D15.1 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) an 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) suitable dust control in the yard area;
 - (e) a certified lab technician during City of Winnipeg hauling operations to perform air and slump tests at the plant site.
- D15.2 The Contractor shall have all plant and site facility requirements in place five (5) Business Days prior to the start of the Contract.
- D15.3 During daily operations, the Contractor shall provide City employees access to the yard by 07:00 hours until 21:00 hours or otherwise agreed to by Contract Administrator or Designate.

D16. ACCEPTANCE OF CONCRETE

- D16.1 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.
- D16.2 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.

D17. HOURS OF OPERATIONS

- D17.1 The City of Winnipeg will normally require concrete to be supplied between:
- (a) 07:00 and 19:00 hours, Monday to Friday;
 - (b) 07:00 and 13:00 hours, Saturday and Sunday;
- D17.2 The City of Winnipeg will occasionally require concrete to be supplied between 07:00 and 19:00 hours, weekends and statutory holidays.
- D17.3 The Contractor shall supply and deliver concrete outside of these hours on an "as-required" basis.
- D17.4 Notwithstanding D17.1, D17.2, and D17.3, no premium will be paid for other than those allowed for winter operations.

D18. DISPATCHING

- D18.1 The Contractor will be responsible for dispatching 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.
- D18.2 Upon receiving the City order, the Contractor's dispatcher will arrange for the loading and dispatching of City 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.
- D18.2.1 The Contractor shall supply two (2) additional copies of delivery/material tickets – one (1) for the City Yard Designate and one (1) for the Contract Administrator.
- D18.2.2 The Contractor shall immediately provide the City Dispatcher with delivery/material tickets for any concrete delivered by Contractor on weekends.
- D18.3 The Contract Administrator shall approve modifications to the dispatching method to accommodate situations associated.

D19. BATCH RECORDERS

- D19.1 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.
- D19.2 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.
- D19.3 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

D20. INVOICES

- D20.1 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
- D20.2 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 of MRST exempt from delivery as per D11.6;
 - (f) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (g) the Contractor's GST registration number.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 Bids Submissions must be submitted to the address in B7.6.

D21. PAYMENT

D21.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- 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 B6.

E2. GOODS

- E2.1 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.
- E2.2 Foaming agents shall conform to the requirements of ASTM C869, specification for foaming Agent used in marking preformed foam for cellular concrete.

E3. APPROVED PRODUCTS

- E3.1 These Specifications shall apply to the Work.
- E3.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
 - E3.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
 - E3.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
 - E3.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over The City of Winnipeg Standard Construction Specifications.
- E3.3 All suppliers must have prior mix design approval and be identified in Approved Concrete Mix Design.