



# 864-2011 ADDENDUM 5

## INTEGRATED SOLID WASTE COLLECTION

### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

ISSUED: January 24, 2012  
BY: Darcy Strandberg  
TELEPHONE NO. (204) 986-5108

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20070419

**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.**

### PART B – BIDDING PROCEDURES

- Revise: B5.4 to read: Under this Contract, the City plans to implement Automated Garbage and Recycling Cart Collection **service and a consistent level of service for Yard Waste and Bulky Waste collection** city-wide by October 1<sup>st</sup>, 2012 with the following timelines:
  - (a) August 1<sup>st</sup>, 2012 - Zone One A, Autobin area only.
  - (b) October 1<sup>st</sup>, 2012 - Zones One B, Zone Two and Zone Three.
  - (c) November 1<sup>st</sup>, 2012 – Multi-Family Recycling in all Zones.
  
- Add: B5.6.1: The City of Winnipeg has issued a contract for the Supply and Distribution of Garbage and Recycling Carts, Bid Opportunity 943-2012.
  
- Delete: B5.9
  
- Revise: B5.10 to read: Further to B5.4 the Bidder shall be required to begin automated collection starting **August 1<sup>st</sup>, 2012** of Zone One A, Autobin area only. The Bidder shall begin automated collection Zones One B, Zone Two and Zone Three **October 1, 2012**.
  
- Revise: B10.4(b) to read: 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>)

### PART D – SUPPLEMENTAL CONDITIONS

- Revise: D4.1(v) to read: **“Set Day Cycle”**- means each premises receives Collection service on a set day Monday to Friday as approved by the Contract Administrator.
  
- Replace: Form H1 Form H1: Performance Bond with the attached revised Form H1 (R1): Performance Bond Initial Performance Security and Form H1 (R1): Performance Bond Renewal Performance Security.
  
- Revise D18.2.1 Payments will be made for the following Collection service categories defined on Form B: Prices, as "Items".

- (a) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all yard waste (bi-weekly) on a **set**-day cycle basis at the tendered price for each metric tonne collected.
- (b) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized Bulky Waste on a **set**-day cycle basis at the tendered price for each location.
- (c) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized surplus waste on a **set**-day cycle basis at the tendered price for each location.
- (d) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized extra work on a **set**-day cycle basis at the tendered price for each hour.

Revise D18.3.1

Payments will be made for the following Collection service categories defined on Form B: Prices, as "Items". (Note: All Collections are to be by automated cart Collection in accordance with E5.

- (a) For each residential premises, places of worship, and charitable institutions for the automated Collection of all garbage and recycling, once-per-week, based on a set-day cycle at the tendered price per year for each location.
- (b) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, once-per-week, based on a **set**-day cycle at the tendered price per year for each location
- (c) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, twice-per-week, based on a **set**-day cycle at the tendered price per year for each location
- (d) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, five times-per-week, based on a **set**-day cycle at the tendered price per year for each location.

**FORM H1(R1): PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY**  
(See D13.1)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ .\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**TENDER NO. 864-2011**

**INTEGRATED SOLID WASTE COLLECTION**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first three (3) years of the Contract;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H1(R1): PERFORMANCE BOND- RENEWAL PERFORMANCE SECURITY**  
(See D13.1)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**TENDER NO. 864-2011**

**INTEGRATED SOLID WASTE COLLECTION**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof for the period from \_\_\_\_\_(DD/MM/YY) to and including \_\_\_\_\_( DD/MM/YY).

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

## **PART E – SPECIFICATIONS**

- Add: E2.2 The attached Appendices A to D are the current breakdown of locations as of November 2011. Appendix F is historic quantities collected for Bulky Waste for each Zone. Quantities shown in Form B for Yard Waste are estimates for each Zone and are to be used as information only. **Appendix G is the Estimated Residential Residual Waste Disposed and Waste Diverted Year-by-Year over the Planning Period (2012-2031) and is to be used as information only.**
- Revise: E5.19.2(a) The Contractor shall provide a secure web-based service that the City will be able to use to retrieve cart pickup data. This data will include a record of each garbage cart and recycle cart that was emptied as **well** as a record of any address that did not have its carts out or address where the Contractor could not empty the carts. **Cart pickup data will be accessible through this web service within 1 hour of the actual event.**
- Revise: E5.19.2(b) The web service will provide a method where by the City will specify a specific date and receive back a .csv formatted text file **containing** the following **data** for each pickup and unserviceable locations recorded on that date:
- (i) Event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
  - (ii) Location coordinates – Expressed in UTM Nad83 Zone 14 North
  - (iii) Cart RFID – If available
  - (iv) Date and time of the event – Following the format YYYYMMDD HHMMSS
  - (v) Exception code – Numeric code used for describing **any** exception such as “cart blocked, cannot pickup.
- Revise E6.5 to read The Recycling Collection vehicles must not compact the Recyclable Materials greater than the approximate materials density of 150kg/m3, (weight/volume of vehicle) Audits will be performed periodically for the duration of the Contract to verify the compaction ratio.
- Revise: E16.7 to read **Bulky Waste shall be collected on the same set day as Garbage and Recycling is scheduled for pick up.**
- Revise E16.9 to read To aid in the Collection of abandoned Bulky Waste, the Contractor shall report to the Contract Administrator any Bulky Waste that remains in the public Collection right-of-way for two weeks after placement, and which has not been formally directed for Collection under **E16.8** above.
- Revise E23.3 to read The Contractor is responsible to ensure that carts containing obvious/visible contamination are not collected. The Contract Administrator shall determine if the Contractor may be assessed a penalty for contaminated loads should the non-recyclables in a load exceed a limit of approximately 10% by weight. The current program residue rate is approximately 5% by weight.
- Revised: E23.4 to read If the Contractor delivers a contaminated load of Recyclable Materials to the MRF, the load may be set aside for further assessment and/or processing by the MRF operator under the direction of the Contract Administrator or designate. Should the Contract Administrator or designate determine that the load exceeds the rate as specified in E23.3, the Contractor shall be responsible for all costs associated with any additional processing, handling and/or disposal costs related to the contaminated load; that amount not to exceed one thousand dollars (\$1,000) per occurrence.
- Delete: E24.4
- Revise E28.9 to read Over-compaction of Recyclables will result in a penalty of **Five Hundred dollars (\$500.00)** per occurrence.

- Revise: E36.4.1 to read Collection on a set-day cycle requires that each premise receives Collection service on a set day as **approved** by the Contract Administrator.
- Revise E36.2 to read The Contractor shall provide Collection services on all Public Holidays except as stated in E36.4.3.
- Revise E36.4.3 to read A normal Collection day is defined as any day except New Year's Day, Remembrance Day, Christmas Day, and Sundays or any other days deemed under provincial or federal regulations. The Contract Administrator shall provide sufficient notice to the Contractor in the event of any changes to Collection Days.

## **DRAWINGS**

Add: 864-2011\_Drawing\_G-Sw-0005-01 Back Lane/Front Street Pick-up Locations