



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 131-2005

TRANSPORTING SEWAGE SLUDGE

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	5
Form G2: Irrevocable Standby Letter of Credit and Undertaking	7

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Qualification	4
B11. Bid Security	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Workers Compensation	3
D9. Insurance	3
D10. Performance Security	3

Control of Work

D11. Commencement	4
D12. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4

Measurement and Payment

D13. Invoices	4
D14. Payment	5
Form H1: Performance Bond	6
Form H2: Irrevocable Standby Letter of Credit	8

PART E - SPECIFICATIONS

General

E1. General	1
E2. Services	1
E3. Volume of Sludge	1
E4. Equipment	2
E5. Loading and Unloading Facilities	3
E6. Maintenance of Facilities	4
E7. Method of Measurement and Payment	5

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 TRANSPORTING SEWAGE SLUDGE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 5, 2005.

B2.2 Bid Submissions 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. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

B4.4 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.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 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 shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 Plant, Materials and methods 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 five (5) 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 Plant, Material or method 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- 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 shall 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 B15.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft.
- B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.1 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.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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 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.

- 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 11 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;
 - (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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- 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 Submission 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 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B9.1.2 The Prices for year 1 of this Contract will be as stated on Form B: Prices and will be in effect until July 15, 2006.
- B9.1.3 Notwithstanding GC.9.02, the Prices for year 2 and year 3 will be adjusted by the percentage increase in the Statistics Canada Consumer Price Index for Transportation for Manitoba for the previous year and will be adjusted on July 16, 2006 and July 16, 2007.
- B9.1.4 The Statistics Canada Consumer Price Index for Transportation for Manitoba is available on the Internet at <http://www.statcan.ca/english/Pgdb/cpis01h.htm>.
- B9.1.5 If there is a percentage decrease in the Price Index the prices will not be adjusted for that year.
- 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. QUALIFICATION

- B10.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to 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.

B10.3 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.

B11. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly

executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
 - B12.1.1 Bidders or their representatives may attend.
 - B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) 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>.
- 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
 - (a) The Bidder is advised that any information contained in any Bid Submission 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 10 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
 - B14.1.1 Notwithstanding GC.7.06(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.

- 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 11 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 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 Bid after the Submission Deadline but before his 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- 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 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 Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total 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.
- B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.

- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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.
- B16.4 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.
- B16.5 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 Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* 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 Provision of Services*, 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 transporting of sewage sludge from the South End Water Pollution Control Centre and the West End Water Pollution Control Centre to the North End Water Pollution Control Centre for the period of July 16, 2005 to July 15, 2008.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**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;
 - (c) "**SEWPCC**" means South End Water Pollution Control Centre;
 - (d) "**WEWPCC**" means West End Water Pollution Control Centre ;
 - (e) "**NEWPCC**" means North End Water Pollution Control Centre;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Dan DeCraene
Wastewater Contracts Supervisor
2230 Main Street, Winnipeg, MB, R2V 4T8
- Telephone No. (204) 986-4797
Facsimile No. (204) 339-2147

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 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.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 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.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 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
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

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. WORKERS COMPENSATION

D8.1 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.

D9. INSURANCE

D9.1 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. The said Commercial General liability insurance shall include coverage for products and completed operations, blanket contractual liability, cross liability, non-owned automobile liability, and shall include The City of Winnipeg as an additional insured. The said Commercial General liability insurance is to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) The certificate of insurance must expressly state "operations to include sludge hauling";

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 The Contractor shall provide and maintain performance security until July 16, 2008 in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) the performance security specified in D10;
 - (iv) evidence of the insurance 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.
- (c) the Contractor has received training in the operation of the loading and unloading equipment and operational procedures.

D11.3 The Contractor shall meet all of the requirements of D11.2 by July 1, 2005 and shall commence the Work on the Site July 16, 2005.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D12.2 The Contractor shall be aware that Sewage Sludge generates Hydrogen Sulfide (H₂S) gas. The Contractor must ensure that he has received training on the operation of the gas detection equipment and the various exhaust fans at all of the site locations for this Contract prior to commencement.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit invoices on a monthly basis for the Work performed during the previous calendar month.

D13.1.1 The Prices for year 1 of this Contract will be as stated on Form B: Prices and will be in effect until July 15, 2006.

D13.1.2 Notwithstanding GC.9.02, the Prices for year 2 and year 3 will be adjusted by the percentage increase in the Statistics Canada Consumer Price Index for Transportation for Manitoba for the previous year and will be adjusted on July 16, 2006 and July 16, 2007.

D13.1.3 If there is a percentage decrease in the Price Index the prices will not be adjusted for that year.

D13.2 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) weigh ticket numbers;
- (f) the unit price and the CPI adjustment percentage (year 2 & 3);
- (g) the amount payable with GST shown as separate amount; and
- (h) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 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.

FORM H1: PERFORMANCE BOND
(See D10)

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:

BID OPPORTUNITY NO. 131-2005

TRANSPORTING SEWAGE SLUDGE

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 term 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.

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 H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 131-2005
TRANSPORTING SEWAGE SLUDGE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S-373	Map - Hauling Route

E2. SERVICES

- E2.1 The Contractor shall haul sewage sludge as required from the West End and South End Pollution Control Centres to the North End Pollution Control Centre in accordance with the requirements hereinafter specified.
- E2.2 Sludge production at the Pollution Control Centres is continuous and the Contractor shall be prepared to haul sludge 365 days per year including all statutory holidays and may load and unload twenty-four (24) hours per day, seven (7) days a week at all three Pollution Control Centres.
- E2.2.1 The Contractor shall schedule hauling according to sludge production. If sludge volume is depleted hauling shall stop. Plant operation will not be altered to suit the Contractor.
- E2.3 When transporting sludge the Contractor shall comply with the Manitoba Highway Traffic Act and all other Federal and Provincial Statutes, Acts, By-laws and Regulations.
- E2.4 Further to GC.8.02 in the event that the Contractor is unable to transport the required amount of sludge and in the opinion of the Contract Administrator storage volumes will be exceeded, the City will immediately take whatever steps are necessary to remove and transport the sludge. All additional costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.
- E2.5 The Contractor shall state on Form B: Prices an hourly charge out rate for one tractor/trailer unit and operator. In the event that the City requires the use of the Contractors equipment outside the scope of work for this contract due to unforeseen operational issues this rate will apply.
- E2.6 The route(s) to be used by the Contractor to transport sludge from the WEWPCC and the SEWPCC and the return trip are shown on Drawing No. S-373. The Contractor shall be limited to transporting the sludge on PTH 101 (Perimeter Highway) and Main Street. Under no circumstances shall the Contractor use any other route unless prior approval to do so has been obtained from the Contract Administrator.
- E2.7 Any sludge spilled during transporting of sludge from the WEWPCC or SEWPCC to the NEWPCC shall be cleaned up by the Contractor to the satisfaction of the Contract Administrator. Whenever a spill occurs, the Contractor shall notify the NEWPCC immediately at 986-4798.

E3. VOLUME OF SLUDGE

- E3.1 The following table shows the number of kilolitres of sludge transported from the SEWPCC and the WEWPCC to the NEWPCC during the period January 1st, 2002 to December 31st, 2004.

MONTH	2002		2003		2004	
	SEWPCC	WEWPCC	SEWPCC	WEWPCC	SEWPCC	WEWPCC
JANUARY	14729.74	5962.10	14289.19	5417.82	13477.06	3848.54
FEBRUARY	9003.49	4872.76	13051.44	5165.21	11956.27	3542.86
MARCH	11464.48	5747.02	16512.69	4834.18	12800.12	4551.92
APRIL	12792.33	5084.03	12068.24	4893.80	13416.60	4305.49
MAY	11178.69	5560.66	13971.07	4861.57	13776.74	4474.67
JUNE	12325.80	4327.32	14043.93	4283.50	11851.95	3767.26
JULY	13277.11	5517.43	14085.41	4859.49	13593.50	5575.75
AUGUST	13661.27	6142.37	14356.36	4663.13	12204.34	4645.90
SEPTEMBER	12046.07	5718.72	13856.07	5557.58	11851.56	4773.68
OCTOBER	14308.71	5413.82	14197.53	4274.44	13258.22	4296.74
NOVEMBER	12724.16	5132.54	16459.66	3744.93	13702.08	4746.15
DECEMBER	13256.41	4464.76	13813.92	3910.63	12062.89	4394.92
TOTAL	150768.26	63943.53	170705.51	56466.28	153951.33	52923.88

E3.1.1 The above figures are the number of kilolitres of sludge transported and are only supplied to assist the Contractor in preparation of the tender and scheduling of the Work. The City will not assume responsibility for any variance in these figures during the duration of this Contract.

E3.2 Sludge to be transported from the SEWPCC and the WEWPCC is stored in three holding tanks. The approximate volume of the holding tanks is as follows:

SEWPCC		WEWPCC	
Tank 1	203,000 litres	Tank 1	262,000 litres
Tank 2	206,000 litres	Tank 2	207,000 litres
Tank 3	<u>203,000</u> litres	Tank 3	<u>207,000</u> litres
Total	612,000 litres	Total	676,000 litres

E3.2.1 The Contractor shall not allow the volume of sludge at each plant to exceed 75% of the available storage capacity at any time.

E3.2.2 The Contractor shall be aware that exceeding 75% of the storage capacity is considered very serious and appropriate precautions shall be taken to ensure this does not happen.

E4. EQUIPMENT

E4.1 The Contractor shall have available twenty-four (24) hours a day, including weekends and holidays, the necessary equipment and manpower to carry out the work specified herein. Should the primary equipment or manpower not be available for any reason they must be immediately replaced from reserve equipment and manpower.

E4.1.1 All equipment used on this Contract shall be of and maintained in first class working condition.

E4.1.2 The maximum length of the tractor/trailer units shall not exceed 20 metres.

E4.1.3 Tanker trailers shall hold a minimum of 30,000 litres.

- E4.2 The sewage sludge shall be transported in a closed tank. The manhole covers on all tanks shall be close fitted and the cover in place when the tank is in use (full or empty). All vents shall be closed when the tank is being transported either full or empty.
- E4.3 All tanks being used shall be equipped with inlet and discharge valves that fit the City's equipment at both the loading and unloading sites. The discharge valve shall not leak at any time and a close fitting cap shall be in place on the discharge side of the valve whenever the tank is being transported.
- E4.3.1 Modifications required to the tanker trailers to fit the City's equipment will be at the Contractors expense and shall be completed 14 days prior to the start of this Contract.
- E4.4 The Contractor shall be aware that during the winter months the loads may partially freeze during transportation. The Contractor shall have the necessary resources to thaw frozen equipment.
- E4.4.1 Valves, vents and covers on the tanker are also subject to freezing and the Contractor shall configure the equipment to ensure this does not happen.
- E4.5 The loading system is such that the City sets the volume pumped per cycle. Therefore, all tanks used must be able to accommodate the set volume. The volume pumped per cycle will be determined after consultation with the Contractor and only one volume setting will be used during the duration of the Contract.
- E4.6 The Contractor shall have equipment to perform any snow clearing as described in E6.
- E5. LOADING AND UNLOADING FACILITIES**
- E5.1 The Contractor will be responsible for the operation of the sludge pumping/loading/unloading equipment at all of the Pollution Control Centres. After award of the Contract, the Contractor will be instructed on site safety and the procedures for operating the sludge pumping/loading equipment at both at the SEWPCC and WEWPCC and unloading at the NEWPCC.
- E5.1.1 The Contractor shall be aware that failure to follow the loading and unloading procedure may also result in a call-out by City staff which will result in a \$200.00 call-out charge to the Contractor.
- E5.2 An enclosed loading area is provided at the SEWPCC and at the WEWPCC. Access to the loading bays is through electrically operated overhead doors. Three door openers will be provided at the start of the Contract. Maintenance of these openers and the cost of additional openers will be at the Contractor's expense. The overhead doors shall be kept closed at all times except when entering or leaving the loading bay. The tractor-trailer unit must be backed into the loading bay at the SEWPCC, while the loading bay at the WEWPCC is a drive through.
- E5.2.1 The Contractor should be aware that the drivers will have access to the loading bay area, a control room and a washroom only at each plant. There are alarms on the doors leading into the rest of the treatment plant and activation of an alarm will result in a call-out. The Contractor shall compensate the City in the amount of \$200.00 for every call-out caused by the activating of these alarms.
- E5.3 The unloading area is located at the North End Water Pollution Centre. The unloading equipment allows for the unloading from the rear of the tank truck only. The unloading time will vary depending on the sludge density.
- E5.4 The sludge loading time will vary from 8 minutes to 45 minutes or more depending on the level in the holding tanks.

- E5.5 There will be no monetary compensation for loading time variations or delays caused by the City of Winnipeg.
- E5.6 All Pollution Control Centres are operated on a continuous basis, however operating personnel will be in attendance for the following periods:
- (a) SEWPCC and WEWPCC 07:30 hours to 16:00 hours
Monday through Friday
(except holidays)
 - (b) NEWPCC 24 hours per day, 7 days per week
- E5.6.1 The hours of operation at the WEWPCC and SEWPCC hours may change and the Contractor will be advised in advance of these changes.
- E5.6.2 The Contractor will be given keys to gain access during off hours.
- E5.6.3 Assistance by City staff may be available during these hours of operation. If assistance is required at any other time the Contractor shall contact the NEWPCC at 986-4798. The procedure for contacting City personnel and/or the telephone number may be changed during the term of the Contract and the Contractor will be informed of such change.

E6. MAINTENANCE OF FACILITIES

- E6.1 The City will attempt to keep the roadways and loading areas at the Pollution Control Centres clear of snow and open during regular working hours.
- E6.1.1 Notwithstanding E6.1, It is likely that the Contractor will be required to clear snow and ice and perform sanding at all the locations in this contract should the City be unable to or lack the proper equipment to do it in a timely manner or should the Contract Administrator request that it be done.
- E6.1.2 Clearing snow and sanding of the access roads and loading bays, should it be required, will be at the Contractors expense and no compensation will be made.
- E6.2 It shall be the responsibility of the Contractor for proper housekeeping of the loading area at the SEWPCC and the WEWPCC and the unloading area at the NEWPCC. The housekeeping at the SEWPCC and the WEWPCC shall consist of washing down of any spillage whenever it occurs and at least on a weekly basis a thorough cleaning of the floor and lower portion of the walls by using suitable cleaning agents and tools.
- E6.2.1 Housekeeping at the NEWPCC shall consist of washing down any spillage at the unloading site and the removal of ice build up during the winter. Ice removal may require a front end loader.
- E6.2.2 The City will make available a water supply at all three locations. Cleaning agents and tools shall be supplied by the Contractor.
- E6.2.3 If the Contractor fails to clean up the loading and unloading areas to the satisfaction of the Contract Administrator, the City will do the clean up and the cost will be deducted from the monthly payment.
- E6.3 The Contractor may store tools, oil, etc. with the exception of flammable liquids in the loading area at the SEWPCC and the WEWPCC, provided they are stored in a suitable cupboard acceptable to the Contract Administrator. The Contractor shall keep his equipment clean and presentable at all times and shall ensure that his vehicles and tanks are washed at least on a weekly basis.
- E6.4 Under no circumstances shall the contents of the truck tank be emptied in the loading area.

- E6.5 The Contractor shall not park any equipment at any of the three plants (ie. NEWPCC, SEWPCC, WEWPCC) at any time. The Contractor can have equipment on City property only to load or unload sludge. The Contractor's staff shall not park personal vehicles at any of the three plants at any time.
- E6.6 No maintenance of any kind of the Contractor's equipment, other than tire repairs, shall be performed at any of the three plants.

E7. METHOD OF MEASUREMENT AND PAYMENT

- E7.1 Further to D13 the volume of sludge measured for payment will be based on the amount recorded on the computer system at each of the loading facilities. A weigh ticket will be produced for each load and the volume indicated on the tickets shall be totalled monthly and used for invoicing.
- E7.2 The Prices for year 1 of this Contract will be as stated on Form B: Prices and will be in effect until July 15, 2006.
- E7.2.1 Notwithstanding GC.9.02, the Prices for year 2 and year 3 will be adjusted by the percentage increase in the Statistics Canada Consumer Price Index for Transportation for Manitoba for the previous year and will be adjusted on July 16, 2006 and July 16, 2007.
- E7.2.2 If there is a percentage decrease in the Price Index the prices will not be adjusted for that year.
- E7.2.3 The Contract Administrator shall approve all price changes.
- E7.3 The Contractor shall submit invoices on a monthly basis for the Work performed during the previous calendar month as described in D13.