



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 681-2005

PUMPING, HAULING AND DISPOSAL OF LEACHATE

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PUMPING, HAULING AND DISPOSAL OF LEACHATE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 17, 2006.

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 lechate collection and disposal Sites by contacting the Contract Administrator.

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; and
- (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 and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- 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 and shall be witnessed except where a corporate seal has been affixed.
- 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.
- B9.2 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.

B12.2 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>.

B12.4 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 for 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 pumping, hauling and disposing of lechate for the period of April 1, 2006 to March 31, 2009.
- D2.2 The major components of the Work are as follows:
- (a) Pumping and hauling of lechate from the Brady Road and Summit Road Landfill Sites and Westview and Kil-Cona Parks; and
 - (b) Disposing of the lechate at the North End Water Pollution Control Centre (NEWPCC).
- 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 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**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) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Colin A. Potter, C.E.T.
Senior Environmental Technologist
2nd Floor, 1539 Waverley Street
Telephone No. (204) 986-4463
Facsimile No. (204) 774-6729

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 five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance; and
- (c) the certificate of insurance must expressly state: "operations to include leachate hauling".

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with 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 April 7, 2009 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) evidence of the insurance specified in D9; and
 - (iv) the performance security specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. ORDERS

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

D13. RECORDS

D13.1 The Contractor shall keep detailed records of the services 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) service date(s); and
- (d) description and quantity of services provided.

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 the end of that quarter.

D14. SAFETY REQUIREMENTS

- D14.1 The Contractor shall be familiar with, and abide by, any and all requirements with regard to safety equipment and all other standards pertinent to the supply and safe operation of the Contractor's equipment, including CW 100-R4 "Construction Safety In and Around Landfills", and as dictated by any federal, provincial or municipal by-law, order or regulation in force. All employees shall have and use appropriate safety headgear, footwear, and gloves. The Contractor's employees shall wear splash protective clothing and shall use appropriate safety harness when working over open manholes. All trucks shall be equipped with backup alarms.
- D14.2 The Contractor shall prepare a complete "Safety Plan" regarding the safe operation of vehicles and equipment used in pumping, hauling and disposal of leachate. The Safety Plan shall include direction – "action plans" in the event of accidents; with vehicles, such as roll-overs, crashes, leachate spills; due to equipment failure; or personnel injuries. A copy of the Safety Plan shall be provided to the Contract Administrator before the Work commences.

D15. LEACHATE SPILLAGE

- D15.1 If leachate is spilled on site, the Contractor shall contain the liquid within the site, and shall clean up the area affected to the satisfaction of the Contract Administrator. Clean-up shall consist of the excavation of the spilled area, and disposal of the excavated material at the Brady and/or Summit Road Landfills. The areas excavated shall be restored to their original conditions. All costs associated with this item shall be considered incidental to the Contract.
- D15.2 Leachate spillage at the NEWPCC disposal location shall be cleaned up by flushing with water into the disposal manhole.

D16. SERVICE DEFICIENCY FEE

- D16.1 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for lost City keys and replacement of same, which shall be deducted from progress payments.
- D16.2 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for failing to close and lock gates as specified in site access specifications, which shall be deducted from progress payments.
- D16.3 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for failing to properly install and secure the temporary manhole cover as specified in pumping specifications, which shall be deducted from progress payments.
- D16.4 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for failing to properly install safety grill and manhole cover after pumping operations as specified, which shall be deducted from progress payments.
- D16.5 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for failing to properly install safety bar and lock manhole cover after pumping operations at Westview Park as specified, which shall be deducted from progress payments.
- D16.6 The Contractor shall be assessed a service deficiency fee of Fifty Dollars (\$50.00) per occurrence for failing to properly re-insert the airline, install slip cap and lock riser cover after pumping operations at Kil-cona Park risers as specified, which shall be deducted from progress payments.

D17. DAMAGE TO CITY PROPERTY

D17.1 Any damage to City property by the Contractor shall be repaired by the Contractor to the satisfaction of the Contract Administrator. If the Contractor fails to repair damaged property, the City will repair the damage and the cost shall be deducted from the progress payments.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D18.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D18.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST shown as a separate amount; and
- (f) the Contractor's GST registration number.

D18.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. METHOD OF MEASUREMENT

D19.1 The Contractor shall provide notice to the Contract Administrator one week prior to commencement of the pumping operations.

D19.2 Each waste disposal vehicle shall have a detailed log of loads disposed of at the NEWPCC, which would include volume (kilolitres), originating site, manhole number, date and time. Video surveillance cameras, a portable weigh scale, and City personnel may verify collection and disposal of leachate.

D19.3 Brady Road Site:

D19.3.1 There is a weigh scale at this site. The volume of each load shall be determined by weighing the waste disposal vehicle and tank, both empty and loaded full with leachate, and converting to volume in kilolitres using a conversion factor of one (1) tonne (1000 kilograms) equal to one (1) kilolitre (1000 litres).

D19.3.2 The Contractor must provide the Contract Administrator with a weigh ticket for every load hauled from Brady Road with the monthly invoice.

D19.4 Summit Road, Westview Park and Kil-cona Park:

D19.4.1 There will not be a weigh scale at these locations for the entire duration of this Contract. The capacity of each tank used shall be determined by weighing the waste disposal vehicle and tank both empty and loaded full with leachate using the Brady Road landfill weigh scale, and converting to volume in kilolitres using a conversion factor of one (1) tonne (1000 kilograms) equal to one (1) kilolitre (1000 litres). The loaded full level shall be identified on the sight glass of each tank used.

- D19.5 The Contractor must have City personnel at the NEWPCC verify each load delivered on the detailed log of loads disposed of in accordance with E4.1, as directed by the Contract Administrator. Spot-checking of loads will be done at the Contractor's expense at the discretion of the Contract Administrator. The Contractor must provide the Contract Administrator with a copy of the detailed log, verifying loads delivered, with the monthly invoice.
- D19.6 The Contractor may take loads to a weigh scale approved by the Contract Administrator, in which case the Contractor must provide the Contract Administrator with a copy of the weigh ticket for every load hauled and scaled, with the monthly invoice.
- D19.7 Under no circumstances will payment be made for any load(s) for which the Contractor does not submit either a weigh ticket or log verifying loads in accordance with D19.2. No exceptions will be considered.

D20. PAYMENT

- D20.1 Pumping, hauling and disposal of leachate will be paid for at the Contract unit prices measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in Supplemental Conditions and Specifications
- D20.2 Further to GC.9.03, payment will be in Canadian funds net fifteen (15) 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. 681-2005

PUMPING, HAULING AND DISPOSAL OF LEACHATE

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 and the warranty period provided for therein;

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. 681-2005
PUMPING, HAULING AND DISPOSAL OF LEACHATE

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>
SWD-D-163	Cover Page
SWD-D-197	Kilcona Park Landfill Site
	Leachate Collection Sump Manhole and Storage Tank Details
SWD-D-260	Leachate Collection System Details
SWD-D-336	Leachate Collection System Plan and Section
SWD-D-337	Leachate Collection System Details
SWD-D-338	General Plan
SWD-D-347	Details
SWD-D-355	Site Plan

E1.2.1 Actual conditions may vary from the information shown on the Drawings.

E2. WORK

E2.1 It is the intent of this Work to pump and haul leachate from the Brady Road and Summit Road landfills and Westview and Kil-cona Parks for disposal at the North End Water Pollution Control Center (NEWPCC).

E3. ACCESS TO SITES

E3.1 The Contract Administrator shall be the main contact for access to all sites.

E3.2 The Contract Administrator will provide the Contractor with access keys for all the sites where applicable. Note: there is a service deficiency fee for lost keys as set out in D16.

E3.3 Brady Road Landfill

E3.3.1 Brady Road is an active landfill site and is accessible during the normal hours of operation in effect at the site. The Contractor shall co-operate fully with others at the site and not interfere with operational activities. Access roads to the leachate pumping locations will be maintained by the City. The Contractor shall be responsible to make arrangements with the Supervisor of Disposal if access road maintenance is necessary at this site. The road will be maintained to a standard established by the Contract Administrator.

E3.3.2 The contact person for Brady Road Landfill is Mr. Verden Jeancart, Supervisor of Disposal (986-4779, cell 479-5202).

E3.3.3 At the Brady Road landfill the north boundary road gates shall be "opened and closed and locked" upon entry and exit.

E3.4 Summit Road Landfill

E3.4.1 Summit Road is a closed landfill site. Access to the site is controlled by three gates – the main entrance gate on Summit Road, the chain link gate and the East Haul road gate. The Contractor shall be responsible for locking the site gates as required by the Contract

Administrator. During off-hours, or as directed by the Contract Administrator, the gates at the Summit Road landfill shall be "opened and closed and locked" upon tanker entry and again upon tanker exit. The Contractor shall be responsible to make arrangements with the Contract Administrator if access road maintenance is necessary at this site. The road will be maintained to a standard established by the Contract Administrator.

E3.5 Westview and Kil-cona Parks

E3.5.1 Westview and Kil-cona Parks are closed landfill sites that are currently operated as public parks. The Contract Administrator will advise the Contractor when these sites are accessible. Access to these sites is controlled by gates. The Contractor shall be responsible for "opening and closing and locking" gates upon entry and exit. The Contractor shall be responsible to make arrangements with the Contract Administrator if activities extend beyond the Parks' hours of operation.

E4. INSPECTION

E4.1 The Contractor shall give the Contract Administrator at least forty-eight (48) hours' notice prior to commencement of the initial pumping operations at each location in order to allow for arrangement of the Contract Administrator to be present.

E4.2 The Contract Administrator may be present during pumping operations.

E5. LEACHATE PUMPING

E5.1 This Section covers the pumping of leachate from various locations at Brady Road and Summit Road Landfill Sites and Westview and Kil-cona Parks into waste disposal vehicles for transport to the NEWPCC for disposal

E5.2 The Work to be done under this Specification shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies and all things necessary and incidental to the satisfactory performance and completion of the works hereinafter specified.

E5.3 The Contractor shall make all necessary repairs or changes to the equipment within twenty-four (24) hours of receiving notice from the Contract Administrator.

E5.4 Pumps:

E5.4.1 All pumps shall be explosion proof if they are to be operated within three (3) metres of any leachate manholes, risers or monitoring instrumentation. Pumps and connective piping shall be of a size to fit the various pump-out facilities.

E5.4.2 A minimum of three (3) pumps total shall be provided for pumping at the Brady Road and Summit Road sites, and a minimum of one pump each shall be provided for the Westview Park and Kil-cona Park sites, in order to maintain the pumping schedule outlined in the Specifications herein.

E5.4.3 In past contracts, contractors have used hydraulically powered submersible pumps for Brady Road and Summit Road, a portable centrifugal pump at Westview Park, and an electrically powered submersible or jet pump at Kil-cona Park.

E5.5 Pumping:

E5.5.1 Precaution: The Contractor shall be aware of the possible presence of methane gas. No sparks or flames shall be allowed in the vicinity of the manholes, riser pipes or storage tanks. A non-smoking policy during pumping and unloading of leachate shall be strictly adhered to. The Contractor shall be aware of the possible corrosive characteristic of leachate and take measures to prevent skin contact with the liquid.

E5.5.2 The Contractor shall provide full-time, onsite supervision while pumping is in progress.

E5.6 Brady Road, Summit Road and Westview Park:

E5.6.1 Leachate shall be pumped from leachate collection sump manholes at the locations shown on the attached drawings directly into waste disposal vehicles. There are nine (9) locations at the Brady Road Landfill, ten (10) locations at the Summit Road Landfill, and one (1) at Westview Park. Pumping times at collection manhole locations will vary (as little as 2 to 3 loads) before Contractor is responsible to move to next manhole collection location.

TABLE 1

Brady, Summit and Westview Manhole Depths

Manhole No.	Approximate Depth Rim to Invert (m)	Manhole No.	Approximate Depth Rim to Invert (m)
BRADY ROAD LANDFILL			
3	7.8	27	9.4
8	10.9	31	10.0
13	10.8	33	9.8
21	10.3	34	10.0
24	9.6	42	10.5
SUMMIT ROAD LANDFILL			
1	6.0	6	7.8
2	5.5	7	7.9
3	6.9	8	7.1
4	6.3	9	7.6
5	6.3	10	10.6
WESTVIEW PARK			
1	5.6		

E5.6.2 The Contractor shall be responsible to remove, replace and secure manhole covers. The Contractor is advised that manholes are equipped with access prevention bars (safety grills). The safety grills shall be replaced and properly secured after pumping from a manhole. The Contractor is responsible to ensure that the access prevention bars (safety grill) and the original cover are properly installed whenever leachate is not being pumped from a manhole. The Contractor shall be assessed a service deficiency fee per occurrence for failing to properly replace and secure the safety grill and cover.

E5.6.3 When pumping from a manhole, the Contractor shall install the temporary manhole cover (operational safety grill) and shall properly secure (lock) the temporary cover to the manhole so that it cannot be lifted or removed. Temporary manhole covers are available at Brady Road and Summit Road. Locks will be provided by the City to properly secure the temporary manhole covers. The temporary manhole covers must be secured in place whenever a pump is installed in a manhole (exception Westview Park). The Contractor is responsible to ensure that the temporary manhole cover is properly installed whenever leachate is being pumped from a manhole. The Contractor shall be assessed a service deficiency fee per occurrence for failing to properly install and secure the temporary cover.

E5.6.4 Pumping operations, once started, shall continue at each location until no significant amount of leachate remains or the specified amount of leachate is removed, as determined by the Contract Administrator. The Contractor may be required to pump from each location more than once. Consideration will not be given for extra payment based on the requirement to move pumps from one manhole to another.

E5.7 Westview Park:

E5.7.1 A loading station is provided at Westview Park. Access to the loading station is controlled by a locked gate. The manhole cover has a small access hatch for pumping leachate. The access hatch has a diagonal safety bar that the Contractor shall replace and secure immediately after pumping if the safety bar is removed for pumping leachate. The Contractor shall be assessed a service deficiency fee per occurrence for failing to properly install and secure this safety bar.

E5.7.2 The Contractor shall, at least seventy-two (72) hours prior to commencement of Work at the Westview Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this site. It is imperative that the pumping / hauling schedule, once established, be maintained for the duration of the Work at Westview Park.

E5.8 Kil-cona Park:

E5.8.1 Leachate at Kil-cona Park shall be pumped from inclined leachate riser pipes shown on the Drawings. The riser pipes contain a thin-walled, flexible liner pipe having an internal diameter of 100 millimetres. An airline pipe (1/2" black poly) is also inserted into the risers. The airline pipe can be removed. The riser pipes are equipped with a locked lid and slip cap. The Contractor shall be responsible for re-inserting the airline, replacing the slip cap and locking the riser after pumping. The Contractor shall be assessed a service deficiency fee for failing to properly re-insert the airline, replace cap on riser and lock the lid.

E5.8.2 The approximate lengths of riser pipes are shown in the following Table 2:

TABLE 2

Kil-cona Leachate Risers

Leachate Riser	Approximate Length of Riser (m)	Approximate Vertical Height of Riser (m)
R1	37.0	12.0
R2	40.0	11.0
R5	45.0	12.5
R6	48.0	9.5
R7	37.0	9.0
R8	28.0	9.5
R9	22.0	11.0
R10	27.0	9.0

E5.8.3 Leachate shall be pumped directly into a waste disposal vehicle or into a temporary on-site storage tank(s) provided by the Contractor, to be transported within twenty-four (24) hours of filling. Temporary on-site storage tank(s) shall be vented with a flash-back arrestor and have a lockable lid if to be left overnight or for any period of time and be suitable for storing leachate.

E5.8.4 The Contractor shall note that the pump-out locations for Kil-cona Park are on landfilled areas which could experience settlements. Therefore, the design of temporary storage tanks shall address potential settlement.

E5.8.5 The Contractor shall, at least seventy-two (72) hours prior to commencement of Work at Kil-cona Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this site. It is imperative that the pumping / hauling schedule, once established, be maintained for the duration of the Work at Kil-cona Park.

E6. LEACHATE HAULING

- E6.1 This Section covers the hauling of leachate from the various locations at Brady Road and Summit Road Landfill Sites and Westview and Kil-cona Parks in waste disposal vehicles to the NEWPCC for disposal.
- E6.2 The Work to be done under this Contract shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies and all things necessary and incidental to the satisfactory performance and completion of the Work hereinafter specified.
- E6.3 Waste disposal vehicles shall transport the leachate to the NEWPCC for disposal within twenty-four (24) hours of being pumped. No other disposal site shall be used. The tanker shall take designated truck routes directly to the NEWPCC and shall avoid residential areas.
- E6.4 Leachate shall be transported only in a closed tank licensed in accordance with Sewer By-Law 7070/97, Part 12, Wastewater Disposal Vehicles, available at <http://www.winnipeg.ca/CLKDMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=788> .
- E6.5 Prior to obtaining such a licence, the tank must be loaded with water and be presented at the NEWPCC for inspection. Arrangements for inspections and licensing may be made by contacting the Industrial Waste Control Branch of the City of Winnipeg at 986-4816. All licensing fees are the responsibility of the Contractor, and no additional payments will be made for licence fees.
- E6.6 The manhole covers on the tank shall be close-fitted and closed when in use (full or empty). All vents shall be closed when the tank is being transported. The tank shall be equipped with valves to facilitate bottom loading. Valves 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.
- E6.7 The Contractor shall provide a sampling port at the tank connection. This port will be a small, valved pipe which will allow the collection of a sample of leachate while the tank is being filled or emptied.
- E6.8 The tank shall be equipped with a sight glass to indicate when the tank is filled. The sight glass shall be replaced when unreadable or as requested by the Contract Administrator.
- E6.9 The Contractor shall equip his leachate haul personnel with a cell phone. The cell phone shall be functional and operational at all times during the pumping, hauling and disposal of leachate.

E7. LEACHATE DISPOSAL

- E7.1 This Section covers the disposal of leachate from the various locations at Brady Road and Summit Road Landfill Sites and Westview and Kil-cona Parks.
- E7.2 The Work to be done under this Contract shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies and all things necessary and incidental to the satisfactory performance and completion of the Work hereinafter specified.
- E7.3 Waste disposal vehicles shall transport the leachate to the NEWPCC for disposal within twenty-four (24) hours of being pumped. No other disposal site shall be used. The tanker shall take designated truck routes directly to the NEWPCC and shall avoid residential areas.
- E7.4 The tanker driver shall obey all traffic rules and regulations within the NEWPCC property. The driver shall exercise due caution, obeying all traffic signs and speed limits, and shall adhere to all rules established by the NEWPCC management. The Contractor shall be responsible for any and all damage resulting from failure to comply with these rules and regulations. A driver failing to comply with the rules and regulations will be suspended and denied access to the NEWPCC

during the suspension period. The Contractor shall be responsible for providing an alternate driver for the operation of the tanker within the NEWPCC property during the suspension period. The Contract Administrator will determine the suspension and the suspension period. No additional payment will be made to the Contractor for the alternate driver.

E7.5 The leachate shall be unloaded into a commercial vehicle disposal manhole or as directed by the Contract Administrator. The discharge manhole will accommodate a maximum 100 millimetre diameter hose. There is no restriction on the discharge rate for unloading leachate into the disposal manhole.

E7.6 Sampling:

E7.6.1 The Contractor shall take one sample from each load at the sampling port at the tank connection using containers provided by the City and according to instructions provided by the Contract Administrator. The samples shall be identified with the date, time and origin of the sample and shall be delivered to the Laboratory Services Division at the NEWPCC, as directed by the Contract Administrator, as soon after sampling as possible.

E7.7 Schedule: Disposal at NEWPCC:

E7.7.1 The hauling and disposal of leachate at the NEWPCC must be carried out on a uniformly scheduled basis. This is required so as to prevent "shock" loading to the treatment plant process due to sporadic delivery of leachate. The City maintains the right to limit the amount of leachate disposed of at the NEWPCC, dependent on the leachate strength.

E7.7.2 At no time shall one load of leachate be unloaded immediately after any previous load. A minimum interval of thirty (30) minutes is required between loads.

E7.7.3 The Contractor shall be required to haul leachate to the NEWPCC on a uniformly scheduled basis. The hauling schedule shall be as follows:

- (a) Day one (1) and the last day of the Contract: a maximum of approximately 60 kilolitres of leachate is to be disposed of at the NEWPCC.
- (b) Day two (2 and up to seven days a week for the duration of the Contract: a maximum daily total of approximately 180 kilolitres is to be disposed of at the NEWPCC.
- (c) The uniform hauling schedule of leachate to the NEWPCC, once established, must be maintained for the duration of the Contract. In the event that the Contractor is unable to transport the minimum scheduled amount of leachate required at the NEWPCC, the Contractor must immediately contact the Contract Administrator.