



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 164-2019**

**MECHANICAL COLLECTION OF SOLID WASTES FROM ROLL OFF CONTAINERS  
IN THE EAST AREA OF THE CITY OF WINNIPEG**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MECHANICAL COLLECTION OF SOLID WASTES FROM ROLL OFF CONTAINERS IN THE EAST AREA OF THE CITY OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 7, 2019.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

### **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 Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender 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 Tender 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. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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 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 Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

B7.9 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.

## **B8. BID SUBMISSION**

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B8.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender

number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

- B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a)
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 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.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The unit price for Item No. 1, 2, and 4 shall be the price per container for a year of Work.

## **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

- B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.



- B12.3** In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4** Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

### **B13. QUALIFICATION**

- B13.1** The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2** The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B14.1 Bid Submissions will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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 Division website at <http://www.winnipeg.ca/matmgt/>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to

Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

**B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C22.5, 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.
- B16.1.2 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.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

**B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

- B17.4 Further to B17.1(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.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.5 This Contract will be awarded as a whole.
- B18. AWARD OF CONTRACT**
- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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 qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17 .
- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under this Contract shall consist of mechanical collection and disposal of solid waste from multi-family buildings and City of Winnipeg locations and the supply and delivery of rental Roll Off bins as per E1.1 in the East area in the City of Winnipeg, East of the Red River as per Solid Waste Bylaw (By-law 110/2012) for the period of February 1, 2020 to January 31, 2021, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

- (a) Provision of regular solid waste collection services to multi-family buildings and City of Winnipeg locations that utilize authorized Roll Off Containers suitable for roll off garbage collection vehicles. The frequency of collection will be once per month, once per week, twice per week, once every two weeks, and as required basis on a site specific basis, as per the collection schedule in E1. All of the garbage collected will be transported to the Brady Road Resource Management Facility.
- (b) Disposal at Designated Facilities of all solid waste collected. The Contractor shall not be charged for disposal at the Designated Facility of solid waste collected under the terms of this Contract as per E20.

D2.3 The Work shall be done on an "as scheduled" and "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2019.

D2.4.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **“Collection Cycle”** means collection occurring on a set day(s) of the week;
- (b) **“Collection Point”** means the location where the container(s) are placed for collection;
- (c) **“Contract Administrator”** means the Contract Administrator as defined in D4.1 or his appointed designate;
- (d) **“Contract Manager”** means a designated senior level employee of the Contractor. See D5;
- (e) **“Contract Supervisor”** means a person designated by the Contractor to supervise the Work associated with this Contract;
- (f) **“Designated Facilities”** designated waste management sites as determined by the Contract Administrator;
- (g) **“Designated Travel Surface”** means any structural pavement, gravel or mud lane constructed for use specifically for motorized vehicles, as designated by the proper authority of The City of Winnipeg;
- (h) **“Supervisor”** means a person designated by the Contractor to supervise the Work associated with this Contract;
- (i) **“Landfill”** means Brady Road Resource Management Facility where the solid wastes are to be delivered at 1901 Brady Rd, Winnipeg;
- (j) **“Location”** means a pickup site situated at any premise, deemed by the Contract Administrator, to be included in the program Notwithstanding C1.1, when used in this Bid Opportunity;
- (k) **“Mechanical Collection”** means the emptying of the Roll Off Container using a fully automated system;
- (l) **“PPE”** means personal protective equipment;
- (m) **“Roll Off Container”** means a container designed to be serviced by a roll off truck as approved by the Contract Administrator
- (n) **“Set Day Cycle”**- means each premises receives collection service on a set day as approved by the Contract Administrator;
- (o) **“Solid Waste”** – means all discarded waste materials except liquid or semi-liquid wastes and includes:
  - (i) Bulky waste;
  - (ii) Compostable waste;
  - (iii) Garbage;
  - (iv) Non-collectible waste;
  - (v) Recyclable waste; and
  - (vi) Special waste.
- (p) **“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:

Derek Goodman C.E.T.  
Technologist

Telephone No. 204-226-2107  
Email Address: [dgoodman@winnipeg.ca](mailto:dgoodman@winnipeg.ca)

- 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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent Supervisor and assistants, if necessary, acceptable to the Contract Administrator. The Supervisor shall represent the Contractor on the Site. The Supervisor shall not be replaced without the prior consent of the Contract Administrator unless the Supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated Supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator or User may give instructions or orders to the Contractor's Supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

#### **D7. NOTICES**

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

#### **SUBMISSIONS**

#### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.



## **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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D10. CONTRACT SECURITY**

- D10.1 The Contractor shall provide and maintain performance security until one (1) month following the date of total performance of the Contract in the form of:
- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for one year in the amount of fifty percent (50%) of the annual value of the Contract at the time of award, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract for the previous year. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract at the time of award. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; and
  - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
  - (c) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the annual value of the Contract at the time of award; or
  - (d) 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 annual value of the Contract at the time of award.
- D10.1.1 Where the contract 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 contract security.

- D10.2 The Contractor shall provide the City Solicitor with the required performance security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D10.3 Further to D10.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) Calendar Days prior to the expiry of the current performance security.
- D10.4 Where the Contract Security is provided in accordance with D10.1(a), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(a); and
  - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- 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 of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance specified in D9;
    - (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.
- D11.3 The Contractor shall not commence the Work on the Site before February 1, 2020.

### **D12. LIQUIDATED DAMAGES**

- D12.1 Liquidated damages specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable genuine pre-estimate of the City's loss and damage in each such case, and are not a penalty.
- D12.2 Liquidated damages specified in the Contract are not an exclusive remedy, and the City's right to liquidated damages shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.
- D12.3 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D12.4 Liquidated damages payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of liquidated damages, then the difference shall be a debt due and payable by the Contractor to the City.
- D12.5 If the Contractor fails to provide collection vehicles that are 2016 or newer as required in the Contract in accordance with E4.2, the Contractor shall be liable for and shall pay liquidated damages of one hundred dollars (\$100.00) for each collection vehicle that is not provided, per

Working Day, for each day after February 1, 2020, until vehicle(s) year 2016 or newer is provided.

- D12.6 If the Contractor performs collection before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract and E2.3, the Contractor shall be liable for and shall pay liquidated damages of one hundred dollars (\$100.00) for each collection vehicle per Working Day, operating outside of the time as specified in E2.3.
- D12.7 If the Contractor causes damage to any property (real or personal) in accordance with E11, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.8 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency with 24 hours of notification to the Contractor of such Service Deficiency in accordance with E10, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.9 If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided or remedy of the Service Deficiency in accordance with E10, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.10 If a Customer Service Request (and for each such respective Customer Service Request) concerns a Service Deficiency (excluding Service Deficiencies for missed collection) in accordance with E10, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.11 If a Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed collection) and such Customer Service Request is not capable of remedy within 48 hours of receipt of such Customer Service Request, if:
- (a) the Contractor has not reported to the Contract Administrator within 48 hours' of the date by which the remedy will occur; or
  - (b) the Customer Service Request has not been remedied by the date required under (a) above, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.12 If the Contractor fails to clean and remediate any spills or leaks that occur during the Work and/or during collection (solid or liquid substances), including without limitation liquid substances from Equipment in contravention of the Contract and E17, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.13 If the Contractor fails to comply with any applicable rule, regulation or policy for Designated Facilities in accordance with E19.6, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.14 If the Contractor fails to comply with any instructions at the Designated Facilities, the Contractor shall be liable for and shall pay to the City liquidated damages of one hundred dollars (\$100.00) per occurrence.
- D12.15 If the Contractor fails to provide the required information as requested by Contract Administrator required in the Contract, the Contractor shall be liable for and shall pay liquidated damages of one hundred (\$100.00) for each Working Day until supplied.
- D12.16 The enforcement of the liquidated damages will not be applied until March 1, 2020 with the exception of D12.7.
- D12.17 If the Contractor has a missed collection on a Collection Day, the Contractor shall pay the City one hundred dollars (\$100.00) per location, per occurrence.

D12.18 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D13. JOB MEETINGS**

D13.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D14.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

### **D15. SAFE WORK PLAN**

D15.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan within five (5) Business Days of a request by the Contract Administrator and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D15.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D16. SAFETY**

D16.1 Further to B13.4, the Proponent shall have and be prepared to submit, proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba).

D16.2 The Contractor shall be solely responsible for safety and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation

D16.3 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D16.4 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.

- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated.
- D16.5 The Contractor shall provide mandatory training for employees and Subcontractors (if applicable) involved with the Contract. The training shall include, but is not limited to, health and safety training, training on how to operate Equipment and vehicles, and emergency response measures.
- D16.6 The Contractor shall immediately submit to the Contract Administrator any and all safety violations/orders and reportable incidents throughout the duration of this contract.
- D16.7 Health and safety training shall include but not be limited to:
- (a) site specific potential hazards;
  - (b) use of personal protective equipment (PPE);
  - (c) work practices by which the employee can minimize the risks from potential hazards;
  - (d) discussion and recognition of symptoms associated with exposure to hazards, i.e. adverse weather conditions, heat, cold, personal hygiene;
  - (e) health and safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training; and
  - (f) safe work procedures for manual lifting.
- D16.8 The Contractor shall not utilize an employee that has not received mandatory safety training.
- D16.9 Upon request from the Contract Administrator, the Contractor will provide written confirmation that all personnel directly involved with the Contract have undergone a complete safety training program before undertaking any Work within the Contract. This written confirmation will be updated as new employees are engaged.
- D16.10 A copy of the safety training policies and procedures shall be provided to the Contract Administrator within sixty (60) Calendar Days after receiving notice of award.
- Including but not limited to:
- (i) Job hazard analysis  
<https://www.safemanitoba.com/Resources/Pages/job-hazard-analysis.aspx>
  - (ii) Safe work procedures  
<https://www.safemanitoba.com/Topics/Pages/Safe-Work-Procedures.aspx>
- D16.10.1 All revisions made to the safety training policies and procedures shall be provided to the Contract Administrator through the term of the Contract when the Contractor undertakes such revisions.
- D16.11 Where the Contractor's safety training policy and procedures do not address occurrences of safety concerns, the Contractor shall submit a job hazard analysis and safe work procedure to the Contract Administrator or User.
- D16.12 All Subcontractors and their respective personnel shall receive the mandatory training prior to commencing any Work.
- D16.13 The Contractor is responsible for the supply of all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:
- (a) CSA hard hats, CSA safety footwear, coveralls, eye protection, hearing protection, safety vests, puncture proof gloves, and any other personal protective equipment (PPE) that may be required;
  - (b) fire extinguishers (as required by the fire standards);

- (c) any other safety equipment required by applicable law;
- (d) any other safety equipment required to comply with policies and/or procedures for each of the Designated Facilities; and
- (e) any other safety equipment required by the City.

D16.14 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

#### **D17. ORDERS**

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D18. INSPECTION**

D18.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the area, collection vehicles, any buildings and vehicle contents. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

#### **D19. MEASUREMENT AND PAYMENT**

D19.1 Further to C11, payments to the Contractor for the Work will be made following the end of each month based on a Payment Certificate prepared by the Contract Administrator.

D19.2 Payment Certificates:

- (a) Payments to the Contractor for collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in Form B: Prices. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price for each payment item Collected fully or added to the collection list during the previous month. In balance, no compensation will be applied for payment items deleted at any point during the previous month;
- (b) will include any adjustments required or permitted under the Contract.

D19.3 Subject to the terms and conditions of the Contract, including without limitation D19.1 and D19.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:

D19.4 Payment shall be in Canadian funds net thirty (30) Calendar Days from the last day of the previous month.

D19.5 The Contractor may, not later than the day that is thirty (30) Calendar Days from the date of a Payment Certificate, submit to the Contract Administrator a written statement of objection concerning a Payment Certificate accompanied with full written disclosure and particulars concerning the matter(s) under objection. If the Contractor neglects or fails to observe fully and faithfully the above conditions, the Contractor shall be conclusively deemed to have accepted the Payment Certificate and to have expressly waived and released the City from any claims, at law or otherwise, with respect to same. The Contract Administrator's determination in respect of a statement of objection shall be final.

D19.6 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D19.7 Notwithstanding any other provision in the Contract, any and all costs, expenses, losses, damages, credits, other liabilities or payments due or to become due from the Contractor to the City, may be set-off against any payment due or to become due from the City to the Contractor, or may be set-off against any performance security required under the Contract, and the City shall have a discretion in respect of selection of the time or times for effecting the set-off or recovery of part or all of any such amount.

## **D20. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

D20.1 The unit prices specified on Form B: Prices will be adjusted on February 1, 2021, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index “A”, plus 30% change in Index “B”, plus 20% change in Index “C”. The monthly period used will be February of the previous year compared with January of the current year.

D20.1.1 Index “A”:

- (a) All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020).

D20.1.2 Index “B”:

- (a) Monthly Diesel Fuel Price Index Manitoba Infrastructure and Transportation Based on the OPIS Fuel index or;
- (b) Index “B” will be replaced by the Henry Hub Natural Gas Futures price quoted on the NYMEX if Compressed Natural Gas is used.

D20.1.3 Further to D20.1.2, if the successful proponent's collection vehicles:

- (i) utilize diesel gas, D20.1.2(a) will apply,
- (ii) utilize natural gas, D20.1.2(b) will apply.

D20.1.4 Index “C”:

- (a) Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029).

D20.2 Indexes “A” and “C” will be those prepared by Statistics Canada. Index “B” D20.1.2(a)” will be prepared by Manitoba Infrastructure and Transportation and “D20.1.2(b)” will be prepared by Henry Hub. As some of the indexes are not available from Statistics Canada, Manitoba Infrastructure and Transportation, and Henry Hub until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D20.3 The maximum annual price adjustment shall not exceed plus or minus (+/-) five percent (5%).

## **D21. UNSATISFACTORY PERFORMANCE**

D21.1 Further to C17, if at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily, the Contract Administrator may order the Contractor to submit, in the form, content, and in the time required, by the Contract Administrator, its mitigation plan indicating the remedial steps (including, without limitation, additional labour and Equipment (including collection vehicles) to be engaged and deployed) that the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.

D21.2 If:

- (a) the Contractor fails to deliver the plan as required in D21.1;
- (b) the Contractor fails to implement such mitigation plan;
- (c) the Contract Administrator is of the opinion that despite such mitigation plan, that the Work will not be, or will likely not be, performed satisfactorily; or

- (d) such mitigation plan is implemented by the Contractor and, despite implementation, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily.

D21.2.1 The City shall be entitled, following written notice to the Contractor from the Contract Administrator, to arrange for the performance of Work by others within such geographic area(s) within the City as determined by the Contract Administrator and the City may pay to such other contractors such prices as the City may think proper to perform such Work. All such amounts paid by the City to other contractors, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

D21.3 The City has the right, following notice given in accordance with D21.2, on written notice from the Contract Administrator to the Contractor to suspend Work within a specified geographic area(s) or on a specified street(s), lane(s), right of way(s) and/or service road(s) in the City. The Contractor shall comply with such notice and shall suspend such specified Work as directed (including in compliance with any direction made with respect to the time and date of commencement of suspension of Work) in the notice. The Contractor shall, upon receipt of any further notice(s) from the Contract Administrator, resume performance of Work in such geographic area(s) or on such specified street(s), lane(s), right of way(s) and/or service road(s) as directed (including in compliance with any direction with respect to the time and date of resumption of Work) in the notice.

D21.4 In the event of a suspension made under D21.3, no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.

D21.5 Nothing in D21, including, without limitation, arranging for and having the Work performed by others under D21.2 or suspension under D21.3, shall relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

## **D22. RECORDS**

D22.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D22.2 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.

D22.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **D23. WARRANTY**

D23.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **THIRD PARTY AGREEMENTS**

### **D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D24.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.



- D24.2 Further to D24.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D24.3 For the purposes of D24:
- (a) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D24.4 Modified Insurance Requirements
- D24.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D24.4.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D24.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D24.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D24.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D24.5 Indemnification By Contractor
- D24.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D24.6 Records Retention and Audits
- D24.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D24.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D24.7 Other Obligations

D24.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D24.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D24.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D24.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**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 for

TENDER NO. 164-2019

MECHANICAL COLLECTION OF SOLID WASTES FROM ROLL OFF CONTAINERS IN THE EAST AREA OF THE CITY OF WINNIPEG

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 as to Principal if no seal)

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

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

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

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

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

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

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

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 164-2019

MECHANICAL COLLECTION OF SOLID WASTES FROM ROLL OFF CONTAINERS IN THE EAST AREA OF THE CITY OF WINNIPEG

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
  - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

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

SIGNED AND SEALED

in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)**  
(See D10)

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(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 164-2019

MECHANICAL COLLECTION OF SOLID WASTES FROM ROLL OFF CONTAINERS IN THE  
EAST AREA OF THE CITY OF WINNIPEG

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. CONTRACT QUANTITIES

E1.1 The Contract quantities for the Work during any monthly period will consist of the total number of units serviced in each category identified for collection and disposal as well as bin rentals as specified in Form B: Prices. The total inventory as of May 15, 2019 is as listed below and for each time period in question, it will be the adjusted category totals as formally modified in writing from time to time by the Contract Administrator.

Street Number	Service Street	Bin Size m <sup>3</sup>	Pickup Day	Collections Per Week
1590	HENDERSON HWY	30	Friday	1
1115	MOLSON ST	20	Tues/Fri	2
133	NIAKWA RD	20	Tuesday	1
190	RIVER RD	20	Tues/Fri	2
960	THOMAS AVE	30	Tues/Fri	2
960	THOMAS AVE	30	Tues/Fri	2

E1.2 Collection and disposal service shall extend to all new or additional locations immediately when directed in writing by the Contract Administrator or User. The Contractor shall provide this extension of service for the same unit price specified in Form B: Prices.

E1.3 The amount payable in this Contract will be reduced when any location is no longer generating solid waste. All such changes will be carried out for month-end payment purposes.

E1.4 The Contractor shall note that customers have the right to use or reject solid waste collection service arranged through the City, and therefore the City cannot guarantee the actual number of establishments under this Contract. Also, the Contract Administrator or User may designate the type of container to be used, which may cause an increase or a reduction in the number of establishments served.

E1.5 The Contract Administrator or User will provide the Contractor notice in writing of any changes, either additions or deletions, or change in frequency of collection of locations serviced under this Contract.

E1.6 Notwithstanding E1.5, the Contractor shall be responsible to notify the Contract Administrator if there is any change in collection from a location that would result in a change in the service to that location. Examples would include, but are not limited to, business ceases to exist, garbage container removed by a third party, increase or decrease of garbage container size or quantity, multi-family building no longer occupied because of building damage, etc.

#### E2. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION

E2.1 Collection Schedule:

- (a) The Contractor shall file with the Contract Administrator a collection schedule of collection days for each location at least sixty (60) Calendar Days prior to the commencement of the Work of this Contract. Should the Contractor wish to change the specified schedule, as noted in E1.1, of collection prior to the start of the Contract, the Contractor shall be responsible for the duplication and delivery to each affected premises of a suitable notice of the change, prepared and authorized by the Contract Administrator, from relevant information supplied by the Contractor.

- (b) This collection schedule is subject to the approval of the Contract Administrator. Pick-up locations shall be scheduled on a, once per month, once per week, twice per week, once every two weeks, and as required basis on a site specific basis as indicated and designated by the Contract Administrator.
- (c) The Contractor shall keep the collection schedule list up to date and shall provide the Contract Administrator or User with a copy of the above records not less than thirty (30) Calendar Days prior to the commencement of the Work of this Contract.
- (d) The Contractor shall supply an updated collection schedule list when requested by the Contract Administrator or User at any time during the duration of the Work of this Contract.
- (e) All lists shall be provided in a Microsoft Excel compatible format acceptable to the Contract Administrator or User (CSV, TXT, XLS, XXLS).

E2.2 The Contractor shall not arbitrarily alter any schedule or hours of operation without the prior approval of the Contract Administrator or User or in event of situation indicated in E13.5.

E2.3 Hours of Collection:

- (a) The hours of collection shall be between 7:00 a.m. and 6:00 p.m. except in the case of unusual delay, emergency or equipment breakdown. The Contractor may extend the hours of collection provided that the Contractor reports the deviation to the Contract Administrator from the schedule prior to it occurring. In any event, however, the Contractor may not start earlier than 7:00 a.m. or carry out collections past 10:00.p.m.

E2.4 Holidays:

- (a) The Contractor shall maintain the specified collection schedule at all times, notwithstanding that periodically, a scheduled collection day will fall upon a statutory holiday, with the exception of Remembrance Day, Christmas Day, and New Year's Day. On those occasions, the collection shall be performed on the business day before or after the holiday. The Contractor must notify the City of the day they intend to perform collection.
- (b) A normal collection day is defined as any day except New Year's Day, Remembrance Day, Christmas Day, and Sundays or any other days deemed holidays under provincial or federal regulations. The Contract Administrator shall provide sufficient notice to the Contractor in the event of any changes to collection days.
- (c) In case of the resulting loss of a collection day during the collection schedule or in the case of an Emergency, and then only with written permission from the Contract Administrator, Work may be carried out on Sundays.
- (d) Where the Designate Facility for unloading is not scheduled to be open as defined in E19.3 the Contractor may request to have the City provide limited unloading services charged at the applicable rate.

### **E3. IMPLEMENTATION PLAN**

E3.1 Upon request of the Contract Administrator and within sixty (60) calendar days of the notice of award, the Contractor shall provide the Contract Administrator with:

- (a) A complete list of the Sub-Contractors whom the Contractor proposes to engage.
- (b) Information regarding the location, ownership, size and intended purpose of all facilities proposed by the Contractor to be used for the Work, including but not limited to the offices, fleet storage yard and vehicle maintenance facility that will be used by the Contractor.
- (c) An implementation plan and schedule related to the effective implementation of the Contract. The implementation plan must include, but not be limited to:
  - (i) A schedule for the delivery of collection vehicles including make and model.
  - (ii) A schedule for the hiring and training of staff.

E3.2 Upon request of the Contract Administrator and within thirty (30) calendar days of the award of Contract, the following information shall be submitted

- (a) A work plan that shall include, but not be limited to:

- (i) A staff training plan including procedures for orientation of collection personnel including route familiarization, public relations, safety and customer service training;
  - (ii) Emergency and Contingency Response plan to deal with labour disruptions and emergency situations;
  - (iii) Spill containment and response plan;
  - (iv) Customer service procedures and training documents;
  - (v) Equipment maintenance plans;
  - (vi) Material handling procedures (e.g. procedures for handling materials during cold or hot weather, procedures for handling materials on windy days);
  - (vii) Procedures for addressing service delays; and
  - (viii) Claims procedure.
- (b) The Contractor shall provide the Contract Administrator with a final list of all equipment, including the vehicle tare weights, license plates and vehicle identification numbers, to be used in the execution of this Contract, at least fifteen (15) calendar days prior to Commencement of the Work.

**E3.3 Other Waste:**

- (a) Wastes from any establishment other than those serviced under this Contract will not be allowed to be collected along with the wastes generated from this Contract. In the event that the Contractor does collect other non-Contract wastes, the applicable tipping fee will be charged for all wastes delivered to the disposal facility by that particular truck on that day; and as well, a one thousand dollar (\$1,000.00) surcharge will be assessed to the Contractor.

**E4. EQUIPMENT**

- E4.1** The Contractor shall provide the Contract Administrator with a specific list of all equipment, including identification numbers, to be used in the execution of this Contract. The list shall be provided at least thirty (30) Calendar Days prior to starting the Contract.
- (a) Whenever an addition or deletion is subsequently proposed, the Contractor shall notify the Contract Administrator, in writing, at least two (2) calendar weeks prior to this change actually taking place.
  - (b) Under emergency conditions caused by equipment breakdown, snowstorms, or similar conditions, same day notice will be considered adequate.
- E4.2** To ensure primary equipment suitability for effective Contract performance throughout the duration of the Works, Roll Off Container collection vehicles used in the performance of the work shall be no older than the model year 2016.
- E4.3** The Contractor shall ensure that all collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- E4.4** In addition to the equipment safety requirements required by legislation, all collection vehicles operating in the Designated Facility (landfill site) shall be equipped with the following safety equipment:
- (a) Back-up alarms;
  - (b) Transmission safety switch (kill switch);
  - (c) Power take off (PTO) indicator lights;
  - (d) "Maxi" brakes;
  - (e) Operation lights;
  - (f) Rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times.
- E4.5** The Contractor shall maintain all vehicles and equipment in mechanically sound condition to fully comply with all applicable laws. The Contractor will be responsible for the maintenance of

all vehicles needed for the Work, and shall produce valid Certificates of Inspection as required from time to time by authorized agents of the Province of Manitoba or other authorized agencies upon request of the Contract Administrator. All expenses incurred from these inspections will be the sole responsibility of the Contractor. The Contractor shall pay for all fines for violations.

- E4.6 The collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract.
- E4.7 The collection vehicles must be capable of functioning in extreme ambient temperatures of -40C to +60C and in all weather conditions.
- E4.8 Notwithstanding any other legislation or regulation, the Contractor shall keep the collection vehicle in a clean and presentable condition and free from any visible rust and damage. Any visible rust or damage shall be repaired within twenty (20) Calendar Days of notification by the Contract Administrator or User. All costs associated with repairs will be borne by the Contractor.
- E4.9 Collection vehicles must be capable of servicing, dumping and replacing a Roll Off Container to its original location without damage to the Roll Off Container or private/public property.
- E4.10 Each collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to clean up any debris that may have been dropped or spilled by the Contractor.
- E4.11 Each collection vehicle shall have the ability to cover their loads when hauling open Roll Off Containers.
- E4.12 The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried out by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each collection vehicle in a manner and position acceptable to the Contract Administrator.
- E4.13 The Contractor is responsible for determining the appropriate number and type of vehicles and equipment with operators to perform 100% of the Work requirements. The Contractor shall provide the number of vehicles to the Contract Administrator for approval. Once approved the Contractor must maintain this number of vehicles throughout the Contract as per E3.1(c).
- E4.14 The collection fleet shall include vehicles capable of providing service to all front streets, lanes, and service roads without causing damage.
- E4.15 The Contractor's fleet must have collection vehicles that are capable of manoeuvring through all widths of Right-of-Ways in the collection area. At all times, the vehicles must remain on designated travel surfaces in all weather conditions. This includes conditions during winter when snow removal and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance to the City of Winnipeg, Snow and Ice Control Operations Manual.
- E4.16 If a collection vehicle cannot safely manoeuvre on a street/lane without causing property damage the Contractor will be required to service the area with a smaller collection vehicle. The Contract Administrator shall be the sole arbitrator of this change in service and his/her decision is final. All costs associated with this change in service will be borne by the Contractor.
- E4.17 Further to E4.9 in the event of damage to private or public property occurring during service, the Contractor is one hundred (100%) percent responsible for repairs and associated costs to repair the damage to a condition that is acceptable to the satisfaction of the Contract Administrator. Should a successful claim subsequently be adjudicated and paid due to failure by the Contractor to reasonably respond to a claimant, the costs of the claim will be deducted from the Contractor's payments as a performance deficiency.

- E4.18 The Contractor shall have access to spare collection vehicles, should circumstances such as equipment breakdown prevent the Contractor from maintaining the collection schedule. A list of spare vehicles shall be provided to the Contract Administrator.
- (a) All spare collection vehicles are to be inspected and approved by the Contract Administrator.
- E4.19 Letters and numbers used for identification purposes of a collection vehicle must be a minimum of twenty-five (25) centimetres in height and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the collection vehicle(s).

## **E5. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL REPORTING**

- E5.1 The Contractor shall submit to the Contract Administrator for review, not later than March 31st of each year of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes the following:
- (a) accurate quantities of each type of fuel consumed for motor vehicles used performing the Work;
- (b) total fuel use (in litres) for each fuel type consumed;
- (c) total vehicle usage (in hours), sorted by fuel type;
- (d) simple calculation of average fuel efficiency (in litres/hour) sorted by fuel type;
- (e) composition of each fuel type (e.g. average percentage of biodiesel and ethanol, volume of compressed natural gas (CNG));
- (f) total number of vehicles, sorted by weight class and fuel type; and
- (g) any other information requested by the Contract Administrator.
- E5.2 The City will use the reports accepted under E5.1, to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability and climate action.

## **E6. COMMUNICATIONS**

- E6.1 The Contractor shall maintain an office, equipped with a phone, facsimile machine and computer with Internet access, staffed by an experienced person, open during operating hours on regular collection days.
- E6.2 The Contractor shall have a qualified Supervisor on duty throughout all hours of the performance of these Works, who must be equipped with a smart phone capable of email and voice mail in order to ensure a constant ability to be contacted by the City and to enable a courteous, speedy, and efficient response to all service deficiencies that is acceptable to the Contract Administrator.
- E6.3 The Contractor shall submit to the Contract Administrator a prioritized listing of the Contractor's staff who can be contacted after the office hours noted above if required. The Contractor shall ensure that this listing is current by providing the Contract Administrator with an updated listing whenever changes in staff contacts occur.
- E6.4 Should the City be unable to contact the Contractor to respond to service deficiency concerns, the City will immediately address the deficiency in service, and the associated costs shall be charged to the Contractor. The City may reduce any payment to the Contractor by the amount associated with the remedy of the deficiency.

## **E7. STAFFING REQUIREMENTS**

- E7.1 The Contractor shall provide sufficient coverage of the positions listed should regular staff require replacement during vacations, illness, etc., and shall immediately notify the Contract Administrator;

- E7.2 The Contract Administrator may call meetings related to the performance of this Contract. The Contract Administrator will designate a time and place for the meetings. The Contractor shall send at least one representative to each meeting. The Contractor's representative shall have authority to resolve issues on behalf of the Contractor;
- E7.3 The Contractor shall ensure, throughout the term of the contract, all employees, while on duty, wear neat, good condition, clean work uniforms. The uniforms shall be labelled in such a manner as to identify the employee as the Contractor's employee i.e. Contractor's name and logo;
- E7.4 The Contractor shall provide to the Contract Administrator, to his/her satisfaction, the address, telephone numbers including, but not limited to, mobile telephone numbers, and email addresses of the Contractor's representatives who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to the Contract and who shall have primary responsibility for the Contract;
- E7.5 The Supervisor(s) are to ensure a courteous, prompt and efficient service for the Work and customer service issues. The Supervisor(s) shall be responsible for direct supervision of the Work including, but not limited to, supervising the Contractor's collection staff, overseeing the collection operations, ensuring that the Contract requirements are being met, investigating and handling customer service issues;
- E7.6 The Supervisor(s) shall be available for the Contract requirements during regular collection hours;
- E7.7 Further to C5.5, the Contract Administrator may give instructions or orders to the Contractor's Contract Manager and such instructions or orders shall be deemed to have been given to the Contractor.

## **E8. EMPLOYEE TRAINING REQUIREMENTS**

- E8.1 The Contractor shall provide proper, adequate, and continuous job training for the Contractor's staff to ensure the Work is completed in a safe and proper manner. The Contractor shall ensure that staff involved in the collection and handling of all materials are trained with respect to the following, but not limited to:
- (a) scope of the intended Work;
  - (b) applicable Standard Operating Procedures for the Work;
  - (c) acceptable or unacceptable materials collected under this Contract;
  - (d) customer service training for interaction with the general public and City;
  - (e) the City's current Solid Waste By-Law;
  - (f) Service Standards as described in E10;
  - (g) the City's current safety policies and procedures at Brady Road Resource Management Facility.
- E8.2 All proper, adequate and continuous job training for the Contractor's staff training program will be at the Contractor's expense.
- E8.3 The Contractor must ensure that all equipment operators have the appropriate license(s) required by all Applicable Law and training to operate the vehicles and equipment they will be operating. The Contractor shall provide a copy of the licence(s) and/or driver's abstracts upon request by the Contract Administrator.
- E8.4 The Contractor shall not utilize an employee that has not received the mandatory Employee Training Requirements set out in E8.1.

## **E9. DISMISSAL OF EMPLOYEES**

- E9.1 In addition to C5.6 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the collection process for one or more of the following offences during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) found in possession of or under the influence of alcohol and/or mind-altering drugs;
  - (b) unsafe practices or criminal actions;
  - (c) the use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;
  - (d) solicitation of gratuities or tips from the public for services performed under this Contract;
  - (e) the refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
  - (f) the wanton or malicious damage or destruction of containers and/or receptacles;
  - (g) the wanton or malicious scattering or spilling of material;
  - (h) the scavenging of material placed out for collection;
  - (i) the unauthorized collection/combining of materials; and
  - (j) speeding within the Brady Road Resource Management Facility.

## **E10. SERVICE STANDARDS**

- E10.1 The City of Winnipeg utilizes the City 311 Call Centre as a communication interface between the City and its customers.
- E10.2 Under this Contract the City 311 Call Centre, the Contract Administrator, and other authorized City departments, receive information and generate service requests. Service requests concern Customer Service Requests/complaints involving the Work (each a "Customer Service Request"). Customer Service Requests are categorized into six (6) main categories:
- (a) Missed Collection - Service Deficiency;
  - (b) Missed Collection – Same Day Miss
  - (c) Damage or Theft – Service Deficiency
  - (d) Operator Standards – Service Deficiency
  - (e) Request for Service; and
  - (f) Miscellaneous.
- E10.3 In respect of E10.2(a), E10.2(c) and E10.2(d), Customer Service Requests that are categorized as "Missed Collection - Service Deficiency", "Damage or Theft- Service Deficiency", and "Operator Standards - Service Deficiency" include defective Work, improperly performed Work, Work that has not been performed and was/is required to be performed, any other default, contravention, or violation of the Contract, including without limitation, acts and omissions and negligence of the Contractor (each a "Service Deficiency"). Service Deficiencies are typically, but not limited to, instances of:
- (a) missed collection;
  - (b) spillage;
  - (c) dangerous driving;
  - (d) profanity;
  - (e) behaviour unbecoming of an agent of the City;
  - (f) damage to private or public property;
  - (g) excess noise;

(h) Collection performed outside of collection hours (7a.m. to 6 p.m.) without prior consent from the Contract Administrator;

E10.4 Further to E10.2 and E10.3, Customer Service Requests received by the City 311 Call Centre will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes to close off or reallocate the Customer Service Request in a manner acceptable to the Contract Administrator. The Contract Administrator shall provide the Contractor with a copy of Customer Service Requests, excluding those classified as Miscellaneous under E10.2(f).

E10.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City 311 Call Centre, the Contract Administrator, or by other authorized City departments, shall be prima facie evidence of Contractor liability for liquidated damages under the Contract.

#### **E11. PROPERTY DAMAGE**

E11.1 The Contractor shall use due care in the performance of its obligations to ensure that no person is injured or killed, no property (real or personal) is damaged or lost, and no rights are infringed.

E11.2 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal).

E11.3 Further to E10, where a Customer Service Request concerns a Service Deficiency involving damaged, destroyed or lost property, the Contractor shall:

(a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall inspect the property; and

(b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair or replace such property.

E11.4 Without limiting or otherwise affecting any other term or condition to the Contract, in the event of any damage whatsoever or howsoever caused, to any property (real or personal) by the Contractor or those for whom it is responsible, the Contractor is and shall be fully liable and responsible for 100% of repairs and associated costs to repair or replace such damaged property to a condition that is equal to, or better than original condition and acceptable to the satisfaction of the Director of the Water and Waste Department of the City of Winnipeg or designate. If such damaged or destroyed property is not repaired or replaced in the required manner within a required time set by the City, the City may repair or replace such damaged or destroyed property or employ and engage other contractors to repair or replace such damaged or destroyed property at such prices as the City may think proper to perform, and all such amounts incurred by and/or paid the City, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

#### **E12. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN**

E12.1 The Contractor is responsible for performing 100% of the Work requirements on each scheduled collection day.

E12.2 Further to C5.7, if, in the opinion of the Contract Administrator, the Contractor is not performing the Work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more collection vehicles and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor, in addition to any applicable payments deductions.

E12.3 The Contractor shall immediately notify the Contract Administrator and/or User whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the



regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service.

- E12.4 The Contractor shall maintain the specified collection schedules for all establishments at all times, including locations experiencing a labour dispute. Certain properties included in these Works, such as nursing homes for example, may be subject to picketing or other obstruction to container access; and the Contractor shall employ legal techniques such as using non-unionized operators or Supervisors to take collection equipment across picket lines, or using early/late schedule variations to avoid same, to ensure adherence to required schedule frequency.

### **E13. IMPASSABLE ROADWAYS**

- E13.1 The solid waste shall be collected under all weather conditions, with the exception of impassable roadways due to an Act of God (such as a flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Work of the Contract. However, even in such cases, areas or parts or areas which are able to be collected, shall be serviced. Service may be temporarily postponed only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E13.2 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain pick-ups altogether, the Contract Administrator shall notify the Contractor when collection is to resume and the additional garbage generated shall be picked up on subsequent collections.
- E13.3 The Contractor shall notify the Contract Administrator of any roadway that the Contractor considers impassable due to mud or construction. In the event that the back-lane or street is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of removing the solid waste, and the Contractor shall remove the solid waste within the next two (2) Working Days. If collection is not possible within the next two business days the Contract Administrator will determine the best course of action.
- E13.4 The following are considered temporary obstructions and not impassable roadways. Some examples are, but not limited to; emergency, service or other vehicles parked in traffic lanes, construction sites indicated with local access only signs or similar.
- E13.5 In the event that the Contractor encounters a temporary obstruction as noted in E13.4, the Contractor shall notify the Contract Administrator, and must return and collect the material at the beginning of the next collection day. If the roadway remains obstructed, the Contractor shall immediately notify the Contract Administrator.

### **E14. DEALING WITH IMPROPERLY STORED OR PLACED SOLID WASTE CONTAINERS**

- E14.1 Should the Contractor find that the solid waste is not placed in accordance with the Solid Waste By-law and its applicable amendments, the Contractor shall attempt to collect the solid waste and then notify the Contract Administrator accordingly, within twenty-four (24) hours, of the By-law infraction. Alternatively, if the infraction is such as to make the collection unreasonable, the Contractor may leave the collection and notify the Contract Administrator as soon as possible within that Working Day. The Contract Administrator may request the Contractor or Supervisor to meet, at a time stipulated by the Contract Administrator, at the location of the collection where the By-law infraction exists to explain the alleged infraction. If there is an infraction of the By-law, then the Contract Administrator will take immediate steps to have the By-law provisions enforced, and will subsequently notify the Contractor to resume garbage collection. Where a bona fide By-law violation was confirmed as sufficient to render the collection unreasonable, the missed collection provisions of D12.17 will not be applied. The determination of the Contract Administrator in this regard will be final and binding. Other examples of infractions include automobiles parked near the bin(s) so as to prevent safe access, construction activities in the immediate area of the bin(s), etc.

E14.2 Where excess material, ozone depleting substances (fridges, freezer, etc.) or bulky wastes are placed outside of the container so as to render dumping impractical or dangerous, the Contractor can defer such collection. If there is an infraction of the By-law, then the Contract Administrator will take immediate steps to have the By-law provisions enforced, and will subsequently notify the Contractor to resume garbage collection provided however, that the Contract Administrator must be immediately notified of such collection deferral decision by the Contractor. Failure to notify may result in the deferral being judged as a missed collection under D12.17.

E14.3 Recording of pickup exceptions:

E14.3.1 In the event the Contractor is not able to pick up the solid waste at a collection Point due to E14 the Contractor will record the following information:

- (a) location - address ;
- (b) date and time - recorded in the format YYYYMMDD HHMMSS;
- (c) exception cause (Blocked, Missing bin);
- (d) collection vehicle identification number;
- (e) photo of incident:
  - (i) to document the evidence which resulted in non-collection;
  - (ii) must be clearly visible in all weather conditions; and
  - (iii) photo resolution must be a least three (3) megapixels.

E14.3.2 This information requested in E14.3 is to be sent to the City at the end of each Working Day via e-mail to the Contract Administrator or designate.

- (a) This information shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator.

## **E15. DAMAGE OR MISUSE OF ROLL OFF CONTAINERS**

E15.1 The Contractor shall employ reasonable care so as not to damage or misuse any Roll Off Container, and the Contractor shall replace emptied Roll Off Containers in the same location as prior to pick-up. Failure to respond promptly to violations of this requirement will be considered a performance deficiency and may result in correction by the City with costs recoverable from the Contractor. The City may reduce any payment to the Contractor by the amount associated with the remedy of the deficiency.

E15.2 Should container or property damage result from unreasonable use of any roll off container by the Contractor, as determined at the sole discretion of the Contract Administrator, the alleged damage claim will be forwarded to the Contractor for resolution. Should a successful claim subsequently be adjudicated and paid due to failure by the Contractor to reasonably respond to a claimant, the costs of the claim will be deducted from the Contractor's payments as a deficiency.

## **E16. GARBAGE SPILLAGE**

E16.1 The Contractor shall be responsible for satisfactorily cleaning up any spillage resulting from the unreasonable use of any roll off container by the Contractor, as determined at the sole discretion of the Contract Administrator.

E16.2 The Contractor shall be responsible for any spillage resulting from leakage of any fluids that may be discharged from the Contractor's equipment or containers at any time.

E16.3 The Contractor shall clean up solid and liquid spillage promptly and completely to the satisfaction of the Contract Administrator. Where spillage includes waste oils, paints and other liquids, the Contractor shall use appropriate measures approved by the Contract Administrator.

E16.4 No additional payments will be made for the clean-up of any spillage indicated in E16. The failure to clean-up spillage may result in the City undertaking and authorizing the clean-up and all associated costs incurred will be the responsibility of the Contractor.

## **E17. ENVIRONMENTAL CLEAN-UP**

E17.1 The Contractor shall promptly clean and remediate any spills or leaks (solid or liquid substances) that occur during the Work, including, without limitation, spills or leaks from Equipment.

E17.2 The Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any Equipment (including any collection Vehicle) or container, including but not limited to, any spillage or leakage which occurs during the transporting of materials as per:

- (a) Part 9 of the Sewer By-law 92/2010 - <http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=5243>
- (b) The Environmental Accident Reporting Regulation 439/87 - [https://www.gov.mb.ca/conservation/envprograms/pdf/env\\_accident\\_reporting\\_reg.pdf](https://www.gov.mb.ca/conservation/envprograms/pdf/env_accident_reporting_reg.pdf)

E17.2.1 Further to E17.2, the material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner.

E17.3 If, in the opinion of the Contract Administrator, the Contractor does not comply with E17.2 and E17.2.1 in a timely manner, the City may clean up, pick up, move or otherwise remediate such material, and all such amounts, costs and expenses incurred by and/or paid the City as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

E17.4 Spills, leakages, hazardous wastes and materials, including without limitation residual and materials and liquids arising or resulting from Equipment cleaning, shall be disposed of by the Contractor in accordance with applicable laws.

E17.5 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a collection.

E17.6 The Contractor shall not Collect Materials from any person or entity not entitled to collection under this Contract. Notwithstanding E17.3, in the event of a collection made in violation of the immediate preceding sentence, the Contractor shall be liable for and shall pay the full cost of tipping fees for such collection vehicle at Designated Facilities.

E17.7 The Contractor is not required to collect, remove or transport any hazardous materials, as defined in the Solid Waste by-law, that are placed out for collection by a customer. Any inadvertent collection of hazardous material shall be the sole responsibility of the Contractor.

E17.8 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.

E17.9 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under applicable laws.

## **E18. DISCRETIONARY AUTHORITY UNDER THE SOLID WASTE BY-LAW**

E18.1 Wherever the Solid Waste By-law (By-law 110/2012) and amendments thereto, provides for discretionary authority by the designated authority, or where this discretionary authority is implied in the By-law, this discretionary authority, as it pertains to matters under this Contract, shall lie with the Contract Administrator.

## **E19. DESIGNATED FACILITY**

- E19.1 The Designated Facility for the disposal of solid wastes under this Contract shall be the City of Winnipeg Brady Road Resource Management Facility unless otherwise directed by the Contract Administrator. It's located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this site are available on the City's website at [www.winnipeg.ca](http://www.winnipeg.ca)
- E19.2 The Contractor shall deliver Materials to the Designated Facility.
- E19.3 The Contractor is responsible for verification of the hours of operation of Designated Facility.
- E19.4 The Contractor may make a request to the Contract Administrator to extend the hours of operation of Designated Facilities. If the request is granted, the Contractor shall be charged a fee to extend the hours as required.
- E19.5 At the Designated Facilities, the Contractor shall follow any instructions given by City personnel or its agents, including without limitation with respect to the location(s) of tipping areas to be used. This item is subject to liquidated damages as noted in D12.14.
- E19.6 The Contractor shall comply with all rules and regulations, as same may be amended from time to time, for the Designated Facilities, including without limitation, speed limits, operational regulations, and safety policies and procedures. This item is subject to liquidated damages as noted in D12.13.
- E19.7 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at Designated Facilities.
- E19.8 The Contractor shall take note that all loads received at the Designated Facilities may pass through radiation detectors as they enter the facility. In the event the radiation detectors are triggered, the Contractor shall follow all work practices and procedures as directed by City personnel or its agents in the handling of radioactive loads
- E19.9 No solid wastes collected under this Contract shall be deposited in any location other than those approved by the Contract Administrator.
- E19.10 The Brady Road Resource Management Facility is closed each year on Remembrance Day (November 11), Christmas Day (December 25) and New Year's Day (January 1).

## **E20. DISPOSAL CHARGE**

- E20.1 The Contractor shall not be charged for disposal at the Designated Facility of solid waste collected under the terms of this Contract.