



THE CITY OF WINNIPEG

TENDER

TENDER NO. 257-2021

**ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOLID
WASTE SERVICES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOLID WASTE SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 20, 2021.

B2.2 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 make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 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 Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. 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 D5.

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 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 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/Proposal;
 - (b) Form B: Prices;
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 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).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- 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 C12.2.3, 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 Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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 Further to C3.2, 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/Proposal.

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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

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 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 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.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), 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 2020-01-31) 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
- 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 the Contract shall consist of the acceptance and processing of Wood Waste material for Solid Waste Services for the period from June 1, 2021 until May 31, 2024, 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 Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Accepting Wood Waste material at the Summit Road Landfill.
- (b) Grinding all incoming Wood Waste material at the Summit Road Landfill.
- (c) Grinding Brush Materials "as required" at the Brady Road Resource Management Facility.
- (d) Grinding Construction and Demolition Wood Waste Materials "as required" at the Brady Road Resource Management Facility.
- (e) Grinding all incoming Wood Waste material at the Panet 4R Winnipeg Depot "as required".
- (f) Grinding Christmas trees, other trees, and branches and maintenance at the "Let's Chip-In" program depots:
 - (i) The grinding of Christmas trees, Other Trees and branches deposited during the "Let's Chip-In" program at various program depots;
 - (ii) Supply, install and tear down temporary fencing at locations directed by the Contract Administrator;
 - (iii) The maintenance of the depots within the programs dates of December 17 to July 1 will include but are not limited to.
- (g) Removal and disposal of Contaminated Material and refuse from stockpiles at the "Let's Chip-In" program depots.
- (h) Snow clearing in and around the "Let's Chip-In" program depot areas.
- (i) Clean-up at the "Let's Chip-In" program depots, including the removal of Mulch, and the chipping of remnant Trees, branches and stumps.
- (j) The chipping of Christmas trees, other trees and branches on an as-required basis, deposited at various locations within the City of Winnipeg for periods outside of the "Let's Chip-In" program dates from July 2 to December 16. The Work shall be done on an as required basis during the term of the Contract.
- (k) Grinding deadstock "as required" at the Brady Road Resource Management Facility.

- D2.2.1 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.
- D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 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. Proponents are advised that monies have been approved for work up to and including December 31, 2021.
- D2.3.1 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.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.5 For historical information on the "Let's Chip-In" program please follow the link:
<http://winnipeg.ca/waterandwaste/recycle/chip.stm>

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) **"Processed"** means to break down "Wood Waste" material using either a chipper or grinder to a maximum bark particle size of fifty (50) millimeters or smaller;
- (c) **"4R Winnipeg Depot"** means a place where residents can drop off material that they no longer have a use for, but could be recycled, reused, composted, or resold, is larger and accepts more materials than the existing recycling depots;
- (d) **"BRRMF"** means Brady Road Resource Management Facility;
- (e) **"Brush"** means leaves, grass clippings, and branches less than 10 cm (4 inches) in diameter;
- (f) **"Construction and Demolition Wood Waste Materials"** means any non-treated or painted wooden objects, wood waste product, diverted from the 4R Winnipeg Depot including, but not limited to pallets, lumber and other items that are made of raw and unprocessed wood;
- (g) **"Contaminants"** means treated, painted wood and all materials other than wood products including but not limited to metals, plastics, rubber, concrete, rocks, tinsel, plastic bags, wire forms, nails, boxes, wreaths, etc.;
- (h) **"Elm"** means any of various deciduous trees having arching or curving branches and leaves with a saw-toothed edge. The American elm, once widely planted as a shade tree, has largely died off because of disease;
- (i) **"Finished product"** means wood waste material that has been processed by grinding;
- (j) **"UAV"** means an unmanned aerial vehicle, commonly known as a drone;
- (k) **"Debris"** means any material (trees or refuse) regardless of size that is inside or outside of a Depot;
- (l) **"Depot"** means the Tree drop-off point including an area within a 50 metre diameter of the drop-off;
- (m) **"Trees"** means a Christmas tree and/or deciduous tree branches or stumps, inclusively or interchangeable;
- (n) **"Let's Chip In Program"** means the official Christmas tree recycling program conducted by the City;
- (o) **"Deadstock"** means non-diseased dead animal material.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Chris Kozak, C.E.T
Supervisor of Environmental Monitoring and Reporting
Telephone No. 204 986-2384
Email Address. ckozak@winnipeg.ca

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, 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.
- D6.2 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.
- D6.2.1 Further to C5.5 Contract Administrator 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.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

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. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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 Documents, if applicable.
- D9.2 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>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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 Documents, as applicable.

D10.4 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.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

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;
 - (iii) evidence of the insurance specified in D10; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. TOTAL PERFORMANCE

D12.1 When the Contractor or the Contract Administrator considers the Work to be totally performed in accordance to E4.4, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D12.2 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve the Work of the Contract in accordance with E4.1(b), the Contractor shall pay the City two hundred dollars (\$200) per Working Day for each and every Working Day.

D13.2 If the Contractor fails to achieve the Work of the Contract in accordance with E4.1(c) and E4.1(d), the Contractor shall pay the City two thousand dollars(\$2,000) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D13.3 If the Contractor fails to achieve the Work of the Contract in accordance with E4.1(c), the Contractor shall pay the City two thousand dollars(\$2,000) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D13.4 If the Contractor fails to achieve the Work of the Contract in accordance with E4.1(c), the Contractor shall pay the City two thousand dollars (\$2,000) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D13.5 If the Contractor fails to achieve the Work of the Contract in accordance with E4.1(c) and E4.3(d), the Contractor shall pay the City eight hundred (\$800) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D13.6 The amount specified for liquidated damages in D13.1 to D13.5 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D13.7 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. COVID-19 SCHEDULE DELAYS

D14.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D14.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D14.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D14.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D14.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D15.1 Further to B13.3, 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 B13.3.

D16. SAFETY

D16.1 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.

D16.2 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.

D16.3 The Contractor shall have a written fire response plan for any fires that may result from the equipment and/or Work.

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.
- (g) it is mandatory that all proper personal protective equipment is worn by all persons employed in the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection;
 - (iii) safety foot wear; and
 - (iv) safety reflective vest or equivalent article of upper body outer layer clothing.

D17. SITE CLEANING

D17.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D17.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D17.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D18. INSPECTION

- D18.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D18.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D19. DEFICIENCIES

- D19.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D20. ORDERS

- D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D21. RECORDS

- D21.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D21.2 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.
- D21.3 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.

D22. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D22.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D22.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D22.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

- D22.4 If fuel use (in liters) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D22.5 Any other information requested by the Contract Administrator.
- D22.6 The City will use the reports 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 in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D23. INVOICES

- D23.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D23.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed. The type and corresponding quantity of work performed shall be distinguished by the following material types:
 - (i) Dutch Elm;
 - (ii) Brush
 - (iii) Logs and stumps;
 - (iv) Construction and demolition wood waste;
 - (v) Trees;
 - (vi) Deadstock.
 - (e) quantity of hours worked;
 - (f) the amount payable with GST and MRST shown as separate amounts; and
 - (g) the Contractor's GST registration number.

- D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D24. PAYMENT

- D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D25. PURCHASING CARD

- D25.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D25.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification,

(<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

D26. PAYMENT SCHEDULE

D26.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C13, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	237-2021_Drawing_R0

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. SERVICES

E2.1 The Contractor shall accept and process Wood Waste material brought in to Solid Waste Services facilities in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Acceptance and Processing of Dutch Elm at Summit Road Landfill shall consist of grinding all Dutch elm material that is brought into Summit Road Landfill by the City of Winnipeg in accordance to E12 and E13.

E2.3 The Contractor may at their discretion accept wood waste material brought in by commercial entities other than the City of Winnipeg at Summit Road Landfill.

(a) This material must be processed in accordance with this contract and the final product must be available for use by the City.

(b) Tipping charges for this material will be set by the Contractor.

(c) There will be no payment by the City of Winnipeg for the processing of this material.

E2.4 Item No. 2 – Acceptance and Processing of Wood Waste Material at Summit Road Landfill shall consist of grinding all construction and demolition wood waste material that is brought into Summit Road Landfill by the City of Winnipeg in accordance to E12 and E13 .

E2.5 Item No. 3 – Processing of Wood Waste Material at the BRRMF (as required) shall consist of grinding all logs and stumps material that is brought into the Brady Road Resource Management Facility in accordance to E12 and E13.

E2.6 Item No. 4 – Processing of Wood Waste Material at the Panet 4R Winnipeg Depot (as required) shall consist of grinding all logs and stumps material that is brought into the Panet 4R Winnipeg Depot in accordance to E12 and E13.

E2.7 Item No. 5 – Processing of Christmas trees, other trees and branches, at the “Let’s Chip-In” program depots (as required) shall consist of:

(a) Prior to December 24th of each Contract year the Contractor shall supply and install, at the price identified in Item No. 5 on Form B: Prices, temporary fencing creating a forty (40) foot by forty (40) foot compound at the locations directed by the Contract Administrator. In addition, the City shall provide signage to be installed at each location by the Contractor at his/her expense prior to December 17th of each Contract year.

(b) During the “Let’s Chip-In” program dates the Contractor shall chip all Trees from all “Let’s Chip-In” locations and deposit the finished Mulch in a stockpile at each Depot and Maintain each Depot in accordance with the requirements set out in E12 and E13.

- (c) All of the locations stated in E3.4 are multi-use facilities and are in use with various programs throughout the year. In most cases, the areas designated for the “Let’s Chip-In” program are small in size and located in the facility’s parking lots. In all locations, the Contractor must ensure that all main right-of-ways and fire lanes are free of material (Trees, branches and Mulch) and Debris.
- (d) The Contractor is expected to chip Trees at each Depot, several times throughout the “Let’s Chip-In” program period, including daily, if required. The Contractor shall
 - (i) Provide at his/her expense, traffic control staff, informational signage, directional devices, barricades and fencing for notifying others that the Contractor is working in the area and for preventing unauthorized traffic flow within the specified Work area. The Contractor shall erect, move, place, relocate and maintain these devices as required;
 - (ii) Provide at his/her own expense, any equipment required for completion of the Work. This equipment may include trucks, skid-steer loaders, front-end loaders etc;
 - (iii) Provide a chipper or grinder that must:
 - (i) be able to process trees, brush, tree limbs and branches to a finished product size not greater than 50 mm;
 - (ii) have a discharge chute capable of discharging mulch into a stockpile or truck; and
 - (iii) be operated in a manner which is safe for the operator, other workers, City employees, and the general public.
 - (iv) The City does not staff the Depots and because of this, the material may be in a tight stockpile or spread along the ground depending on how the public have placed the Trees; (e) Contaminated Material must be removed immediately, as stated in E3.5(a)(ii) from the Tree stockpile;
 - (v) Once chipping at the Depot is completed, the Contractor shall leave a single stockpile of Trees (less than five (5) Trees) at the back of the Depot. Under no circumstances should there be numerous piles of trees, trees scattered individually or any large amount (greater than five (5)) of trees left after chipping;
 - (vi) During the “Let’s Chip-In” Program dates, the Contractor shall leave Mulch at all the Depots so residents are able to take small quantities for their personal use. The amount of Mulch to remain at the Depots shall be directed by the Contract Administrator, in the past the amount has been approximately 2 cubic meters at each site;
 - (vii) All excess Mulch from each site shall be transported to a location at Summit Road Landfill Site by the Contractor as directed by the Contract Administrator;
 - (viii) Stockpiled Mulch shall not impede traffic or site activity and shall not hamper the movement or removal of the temporary fences;
 - (ix) At the end of the “Lets Chip In” program, as directed by the Contract Administrator, all remaining Mulch shall be collected and remaining trees shall be mulched and transported by the Contractor to Summit Road Landfill or an alternate City of Winnipeg location approved by the Contract Administrator. All costs associated with the transport of material shall be included in Item 1 of Form ‘B’ Prices. Tipping fees will not be assessed for this material;
 - (x) The Contractor shall charge the unit price for all chipping of Trees between December 17 and July 1 as described in Item No.1 of Form B: Prices. All the “Trees” material that is chipped shall be the equivalent of one (1) standard Christmas tree, eg. All chipped branches, regardless of species, shall be reasonably accumulated and charged in amounts equivalent to one (1) standard Christmas tree;
 - (xi) The Contractor should take all necessary precautions to minimize his exposure to acts of theft and vandalism to his/her equipment. The City accepts no responsibility for damage, vandalism or theft to any equipment stored at any Depot by the Contractor.
- (e) All City or Commercial material processed shall belong to the City of Winnipeg.

- E2.8 Item No. 6 – “Let’s Chip-In” program depot maintenance (as required) shall consist of:
- (a) Maintaining Depot cleanliness during the “Let’s Chip-In” program” dates:
 - (i) on an as-required basis, during the “Let’s Chip-In” program, the Contractor shall clear snow away from the drop off area to a safe and suitable location on-site to maintain adequate access to and inside the depot, all the while not impeding other activity in the area as per the Contract Administrator; and
 - (ii) the Contractor is responsible for the removal and disposal of all Debris and Contaminated Material including but not limited to plastic bags, tinsel and tree stands. To minimize illegal dumping, this material shall be removed at the same time as chipping at each Depot.
 - (b) The City will not be responsible for any damage to equipment or injury to workers as a result of contamination within the stockpile;
 - (c) As-required chipping of all stockpiled Trees will take place Monday to Friday;
 - (d) Outside of program dates maintenance may be required. The Contractor will at the request of the Contract Administrator go back to depots to clean up trees, debris or refuse on an as required basis.
This work at the Depots will include but is not limited to:
 - (i) Chipping of any excess trees and/or branches and the removal and delivery of this material and any existing mulch to the compost area at Summit Road Landfill or other designated location within the City of Winnipeg.
 - (ii) The manual and/or mechanical removal of program tailings, Trees, Debris and Mulch; and
 - (iii) Returning the cleanliness of the Depot to a condition that is acceptable to the Contract Administrator.
- E2.9 Item No. 7 – Supply Christmas Trees to the Festival Du Voyageur and the Forks River Trail shall consist of:
- (a) From the commencement of the “Let’s Chip-In” program until approximately February 15, the City will supply Christmas Trees to the Festival Du Voyageur and The Forks River Trail, programs. To coordinate the collection of the Christmas Trees with these organizations, the Contract Administrator will notify the Contractor when and from which Depots these organizations will collect the trees.
 - (b) Further to E2.9(a), at Depots designated by the Contract Administrator, Christmas trees that are robust and in good condition shall be left whole by the Contractor. These trees will be made available for use by the Festival Du Voyageur and The Forks River Trail representatives. All other trees shall be mulched as per Contract specifications.
 - (c) Further to E2.9(b), the Contractor shall mulch the Trees at the locations utilized by the above organizations as per the direction of the Contract Administrator. The Contractor will charge the unit price in Item No.5 on Form B: Prices.
- E2.10 Item No. 8 – Processing of Deadstock Material at the BRRMF (as required) shall consist of grinding deadstock material that is brought into the Brady Road Resource Management Facility in accordance to E12 and E13.

E3. LOCATIONS OF WORK

- E3.1 Summit Road Landfill is located at 1600 Summit Road.
- E3.2 Brady Road Resource Management Facility is located at 1777 Brady Road.
- E3.3 Panet 4R Winnipeg Depot is located at 429 Panet Road.
- E3.4 The “Let’s Chip-In” program locations are:
Kildonan Park – 2015 Main Street – Rainbow Stage Parking Lot.
St. James Civic Centre – 2055 Ness Avenue – Northwest Corner Parking Lot.

Kilcona Park – Lagimodiere Blvd and Mclvor Ave – In the Off Leash Dog Park Parking Lot.

Charleswood Center - 3900 Grant Ave - North West Corner of the West Safeway Parking Lot (along Haney St) Access off Haney Street – Fenced.

Winnipeg Soccer Complex – 900 Waverley Street at Victor Lewis Drive, South East corner of parking lot – Fenced.

St. Vital Park – 190 River Road – South Parking Lot – Fenced.

King’s Park – 198 King’s Drive – South Parking Lot – Fenced.

E4. SCHEDULE

E4.1 Wood Waste Processing at Summit Road Landfill

- (a) The Contractor shall provide services and have equipment set up and onsite daily to accept all incoming material.
- (b) Acceptance of material must be done at a minimum of Monday to Friday from 9am to 5pm.
- (c) The Contractor shall have equipment set up and onsite every two (2) weeks during April 1st until July 31 to grind the Dutch Elm material.
- (d) The Contractor shall respond to “as required” callouts and have equipment set up and onsite within two (2) weeks after notification by the Contract Administrator. The Contractor shall process all wood waste material onsite within two (2) weeks of arriving onsite.
- (e) Processing shall be performed:
 - (i) Monday to Friday between 7am and 6pm from May 1 to October 31.
 - (ii) Monday to Friday between 7am and 8pm from November 1 to April 30.
 - (iii) The hours for Processing are subject to change as required by the City.

E4.2 Wood Waste Processing at the BRRMF

- (a) The Contractor shall respond to “as required” callouts and have equipment set up and onsite within two (2) week after notification by the Contract Administrator. The Contractor shall process all wood waste material onsite within two (2) weeks of arriving onsite.
- (b) The BRRMF is open every day except for January 1st (New Year's Day), November 11th (Remembrance Day), and December 25th (Christmas Day).
- (c) Processing shall be performed:
 - (i) Monday to Friday between 7am and 8pm from April 1 to October 31
 - (ii) Monday to Friday between 7am and 6pm from November 1 to March 30
 - (iii) The hours for Processing are subject to change as required by the City.

E4.3 Wood Waste Processing at the Panet 4R Winnipeg Depot

- (a) The Contractor shall respond to “as required” callouts and have equipment set up and onsite within two (2) weeks after notification by the Contract Administrator.
- (b) The Contractor shall process all wood waste material onsite within two (2) weeks of arriving onsite.
- (c) The Panet 4R Depot is open every day except for statutory holidays and Wednesdays.
- (d) Processing shall be performed:
 - (i) Monday to Friday between 10am and 6pm.
 - (ii) The hours for Processing are subject to change as required by the City.

E4.4 Wood Waste Processing and maintenance at the “Let’s Chip-In” depots

- (a) The Contractor shall respond to “as required” callouts and have equipment set up and onsite within two (2) weeks after notification by the Contract Administrator.

- (b) The Contractor shall process all wood waste material onsite within two (2) weeks of arriving onsite.
- (c) Processing shall be performed:
 - (i) Kildonan Park – 2015 Main Street – Rainbow Stage Parking Lot (7:00am – 10:00pm)
 - (ii) St. James Civic Centre – 2055 Ness Avenue – Northwest Corner Parking Lot (24 Hour Access)
 - (iii) Kilcona Park – Lagimodiere Blvd and McIvor Ave – In the Off Leash Dog Park Parking Lot (7:30am – 10:00pm)
 - (iv) Charleswood Center - 3900 Grant Ave - North West Corner of the West Safeway Parking Lot (along Haney St) Access off Haney Street (24 hour Access) – Fenced
 - (v) Winnipeg Soccer Complex – 900 Waverley Street at Victor Lewis Drive, South East corner of parking lot (24 Hour Access) – Fenced
 - (vi) St. Vital Park – 190 River Road – South Parking Lot (8:00am – 10:00pm) – Fenced
 - (vii) King's Park – 198 King's Drive – South Parking Lot (8:00am – 10:00 pm) – Fenced
 - (viii) The hours for Processing are subject to change as required by the City.
- (d) The Depots are open to the public full-time for those depots on open parking lots, adjacent to public streets. Sites in Regional Parks are open from 8:00 am to 10:00 pm.
- (e) Prior to the end of the Contract, the Contractor must ensure that all material accepted by the Contractor has been processed and the site is returned to its original condition.
- (f) The Depots listed in E3.4 are as of the date this Contract was posted. The City reserves the right to add or delete Depots, within the boundaries of the City, or alter the type or quantity of work to be performed at any time as required by changes in its operations during the term of the Contract.

E5. EQUIPMENT

- E5.1 The Contractor shall supply equipment necessary to accommodate the Work of this Contract including but not limited to the following:
- (a) Vehicle shall:
 - (i) be capable of operating during a full twelve (12) months in all weather conditions;
 - (ii) be capable to transport all necessary equipment to carry out the work;
 - (iii) be equipped with first aid and fire suppression equipment.
 - (b) Grinder shall:
 - (i) be capable of operating during a full twelve (12) months in all weather conditions;
 - (ii) be a horizontal grinder;
 - (iii) be capable of processing tree wood waste material up to one hundred twenty (120) cm in diameter.
 - (c) Twenty one (21) meter Vehicle Weigh Scale shall:
 - (i) be capable of operating during a full twelve (12) months in all weather conditions;
 - (ii) be certified by Measurement Canada or a Measurement Canada Authorized Service Provider;
 - (iii) be Calibrated every six (6) months;
 - (iv) provide calibration records to the Contract Administrator within 48 hours of request.
 - (d) Scale Shack shall:
 - (i) be capable of operating during a full twelve (12) months in all weather conditions;
 - (ii) have power, supplied by the User with a 10,000 W generator;

- (iii) be capable of producing scale weight tickets along with digital records.
- (e) Equipment for creating windrows shall:
 - (i) be capable of operating during a full twelve (12) months in all weather conditions;
 - (ii) be capable of creating windrows fifty (50) m long by sixteen (16) m wide by three (3) m high within 100m of the grinding location.

E5.2 If, during the course of the Contract, the Contractor elects to employ equipment not previously listed at the commencement, this can be proposed to the Contract Administrator and is at the sole discretion of the Contract Administrator.

- (a) Should the Contract Administrator allow the additional equipment to be added post contract commencement, the Contract shall submit all qualifying documents for the proposed equipment at least one (1) Business Day before the equipment can be used in the Contract.

E6. MOBILIZATION AND DEMOBILIZATION

E6.1 The Contractors mobilization and demobilization costs shall be included in the unit prices posted in the Bid Opportunity. There shall be no additional payments for the mobilization and demobilization.

E7. ENVIROMENTAL CLEANUP

E7.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.

E7.2 The Contractor is responsible to notify the Contract Administrator immediately of any spillage or leakage of Hazardous Substances.

E7.3 The material must be cleaned up, picked, up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this E7.2 whichever is sooner.

E7.4 In the event that the Contractor does not comply with E7.1 or E7.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move, or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

E7.5 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

E8. CONTAMINANTS

E8.1 The drop off area for Wood Waste material at Summit Road Landfill shall be monitored by the Contractors staff. However, it is anticipated that contaminants may be expected in these stockpiles. Inspection and removal of contaminants will be the responsibility of the Contractor.

E8.2 The drop off areas for Wood Waste materials are monitored by City Staff at the BRRMF and Panet 4R Winnipeg Depot. However, it is anticipated that contaminants can still be expected in these stockpiles. Inspection and removal of contaminants from the material to be ground will be there responsibility of the Contractor.

E8.3 The drop off areas for Wood Waste materials are not monitored by City Staff at the "Let's Chip-In" depots. It is anticipated that contaminants can be expected in these stockpiles. Inspection and removal of contaminants from the material to be ground will be there responsibility of the Contractor.

E8.4 The City is not responsible for any damages to the Contractor's equipment that may result due to contaminants.

- E8.5 Any contaminants found in the Wood Waste stockpiles at Summit Road Landfill and the “Let’s Chip-In” depots shall be disposed of by the Contractor in a timely manner.
- E8.6 Any contaminants found in the Wood Waste stock piles at the BRRMF and Panet 4R Winnipeg Depot shall be set aside by the Contractor in appropriate piles for later disposal by the City.

E9. DEBRIS, NOISE AND ODOUR CONTROL

- E9.1 Throughout the grinding operation, the Contractor shall not produce a significant amount of dust, which, on windy days, can blow across Charette Road, creating a hazardous and unsafe situation (poor visibility for landfill customers). On those days, when in the opinion of the Contract Administrator, the dust creates unsafe work conditions, the Contractor shall be required to alter their operation in order to prevent the dust from blowing. If this is not practical or effective, the Contractor Administrator or his designate will order the grinding operation to be discontinued until conditions permit a dust free operation to resume.
- E9.2 The Contract Administrator reserves the right to stop operation due to any debris, noise and odour issues with regards to the grinding and/or material.

E10. FACILITIES

- E10.1 The Contractor’s staff will be required to supply their own portable toilet. Access to all onsite buildings is strictly for City Staff only.

E11. STATIONING OF EQUIPMENT

- E11.1 Equipment utilized for this Contract will be allowed to remain onsite at the Grinding Pad at Summit Road Landfill. The City is not responsible for any damages or theft of the equipment that may occur when stationed at the Summit Road Landfill.
- E11.2 Equipment utilized for this Contract shall be removed from the BRRMF, Panet 4R Winnipeg Depot, and “Let’s Chip-In” depots within one (1) week of competing grinding onsite. The City is not responsible for any damages or theft of the equipment that may occur when stationed at the BRRMF, Panet 4R Winnipeg Depot, or “Let’s Chip-In” depots.

E12. FINISHED PRODUCT

- E12.1 The final processed Dutch Elm material shall be:
- (a) processed to a bark particle size of a maximum of fifty (50mm) millimeters;
 - (b) free of any contaminated materials;
 - (c) location to be determined by Contract Administrator or User with specifications of E13.
- E12.2 The final processed wood waste material shall be:
- (a) processed to a particle size of a maximum of fifty (50mm) millimeters;
 - (b) free of any contaminated materials and;
 - (c) location to be determined by Contract Administrator or User with specifications of E13.
- E12.3 The final processed Christmas Tree material shall be:
- (a) processed to a particle size of a maximum of fifty (50mm) millimeters;
 - (b) free of any contaminated materials and;
 - (c) location to be determined by Contract Administrator or User with specifications of E13.
- E12.4 The final processed Deadstock material shall be:
- (a) processed to a particle size of a maximum of one hundred (100mm) millimeters;
 - (b) free of contaminated materials and;

(c) location to be determined by Contract Administrator or User with specifications of E13.

E13. PLACEMENT OF FINISHED PRODUCT

- E13.1 Placed in windrows at the location provided by the City of Winnipeg within 100m of grinding location within twenty four (24) hours of being processed. These stockpile locations can change each during the wood or deadstock processing operation.
- E13.2 The windrows must be uniform with the following measurements three (3) m in height, sixteen (16) m in width, fifty (50) m in length and a separation of seven (7) m in-between windrows.

E14. SCAVENGING

- E14.1 The Summit Landfill, Brady Road Resource Management Facility, and Panet 4R Winnipeg Depot have a strict No Scavenging policy. The Contractor shall be responsible for any employees to ensure that scavenging does not take place. In the event that a Contractor or Contractors staff are caught scavenging, a minimum twenty thousand (\$20,000) dollar charge will be applied at the discretion of the Contract Administrator. Further, at the Contract Administrator's discretion, scavenging may constitute grounds resulting in the immediate removal of the Contractor's staff and/or termination of the contract.
- E14.2 All Dutch Elm and other wood waste collected, remains the property of the User.

E15. ACTS AND REGULATIONS

- E15.1 The Contractor shall follow The Forest Health Protection Act and the associated regulations. <https://web2.gov.mb.ca/laws/statutes/ccsm/f151e.php>. Any Offences and Penalties from not following the regulations will be the Contractors responsibility.