



THE CITY OF WINNIPEG

TENDER

TENDER NO. 47-2021

**FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA OF
WINNIPEG**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	4
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	3
D5. Contractor's Supervisor	4
D6. Notices	4
D7. Contractor Communication and Reporting	4

Submissions

D8. Authority to Carry on Business	5
D9. Safe Work Plan	5
D10. Insurance	5
D11. Contract Security	6
D12. Subcontractor List	7
D13. Subcontracting	7
D14. Equipment List	7

Schedule of Work

D15. Commencement	8
D16. Liquidated Damages	8
D17. COVID-19 Schedule Delays	11

Control of Work

D18. Job Meetings	11
D19. The Workplace Safety and Health Act (Manitoba) - Qualifications	12
D20. Safety	12
D21. Orders	13
D22. Records	13
D23. Winnipeg Climate Action Plan and Annual Fuel Reporting	14

Measurement and Payment

D24. Payment	14
D25. Annual Review – Inflationary Adjustment	15
D26. Temporary Obstructions, Impassable Roadways And Uncontrollable Circumstances	15
D27. Unsatisfactory Performance	17

Warranty

D28. Warranty	18
---------------	----

Third Party Agreements

D29. Funding and/or Contribution Agreement Obligations	18
Form H1: Performance Bond – Initial Performance Security	21
Form H2: Performance Bond- Renewal Performance Security	23
Form H3: Irrevocable Standby Letter of Credit	25
Form J: Subcontractor List	27
Form K: Equipment	28

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Contract Quantities	1
E3. Schedule of Collection Routes and Days of Collection	1
E4. Implementation and Labour Contingency Plans And Information	3
E5. Key Personnel	4
E6. Equipment And Collection Vehicles General	5
E7. Global Positioning System - Automated Vehicle Locator (GPS/AVL)	7
E8. Environmental Clean-Up	10
E9. Collection - General	10
E10. Dealing With Improperly Stored or Placed Solid Waste Containers	12
E11. Material Audits	13
E12. Inspection	13
E13. Designated Facilities	13
E14. Service Standards	14
E15. Property Damage	14
E16. Contractor Personnel And Field Office	15
E17. Personnel Training	16
E18. Accident Reporting	16
E19. Dismissal of Personnel	16

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA OF WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 12, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 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.

B11.3 In connection with its Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 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);

B12.4 Further to B12.3(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/>).

B12.5 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.

B12.6 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 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.
- B13.3 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.
- B13.4 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 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 B12(pass/fail);
 - (c) Total Bid Price; and
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.4 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.

B17.4.1 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 provision of mechanical Collection of Solid Waste from Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments as determined by the Contract Administrator in the area West of the Red River and South of the Assiniboine River in the City of Winnipeg and delivery to Designated Facility(ies) for the period from February 1, 2022 until January 31, 2029.

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

- (a) Provision of Solid Waste Collection service at Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments as determined by the Contract Administrator that utilize authorized Solid Waste Containers suitable for front-loading Collection Vehicles. The frequency of collection will be on a Set Day Cycle Once, on a Set Day Cycle Twice, on Set Day Cycle Every Two Weeks or as required, as per the collection schedule in E3. All of the Solid Waste collected will be transported to the Designated Facility(ies).
- (b) Provision of "Unlocking Service" in order to empty the containers shall be included. This service is provided on an as-required basis to customers as per the collection schedule in E3. The Contractor will provide a padlock and key to each location requesting service, with the customer being responsible for maintenance and security of the lock and key. There will be no extra charge if servicing a container with Automated Locking Systems.
- (c) Provision of "Pull Box Service" in order to empty the container shall be included. This service is provided on an as-required basis to locations as per the collection schedule in E3. If the Contractor cannot service the container with the automated front end Collection Vehicles and the location has met the condition for collection as set out in the Solid Waste bylaw 110/2012 Clause 5(6) (e.g. snow or ice in the laneway) (or latest version of the Solid Waste bylaw shall apply), an alternative method approved by the Contract Administrator must be undertaken by the Contractor to ensure collection.
- (d) Extra Work as required.
- (e) Unloading at Designated Facilities of all Solid Waste collected. The Contractor shall not be charged for unloading at the Designated Facility(ies) of Solid Waste collected under the terms of this Contract as per E13.

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.

D2.3.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies in a budget by Council.

D2.3.4 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.

D2.3.5 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) **“As-Required”** means collection will occur as directed by the Contract Administrator or User.
- (b) **“Automated Collection”** means the automated retrieval of a Solid Waste Container that is lifted and emptied using a mechanical device.
- (c) **“Automated Locking System”** means a container equipped with a locking system that will automatically unlock during Collection without operator assistance.
- (d) **“Charitable Institution”** means any Premise that has a not for profit designation.
- (e) **“City of Winnipeg Facility”** means a Premise operated by the City, or on the City’s behalf.
- (f) **“Collect” and “Collection”** means the picking up and emptying of Material, including from Solid Waste Containers, into a Collection Vehicle.
- (g) **“Collection Day”** means 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 and is the Calendar Day on which a Collection is scheduled to occur.
- (h) **“Collection Vehicle”** means a motor vehicle (including packer body) designed and intended for use, and which is used as the case may be, for Collection.
- (i) **“Commercial”** means a Premise which is a business property which produces between 600 litres to 3000 litres of Garbage per week.
- (j) **“Contamination”** means, as context and usage requires any material/substance that does not qualify as Garbage, Recyclables, Yard Waste, or Surplus Waste, as the case may be.
- (k) **“Contract Manager”** means the person named in the Contract as Contract Manager, or appointed from time to time by the Contractor under E5.1 who acts on behalf of the Contractor.
- (l) **“Customer Service Request”** has the meaning given in E14.2.
- (m) **“Designated Facilities”** means designated waste management sites as determined by the Contract Administrator.
- (n) **“Earth Bin”** means in-ground container capable of being lifted and emptied using a mechanical device.
- (o) **“Equipment”** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, and includes Plant and Collection Vehicles.
- (p) **“Extra Work”** means extra clean up around bins on an “as-required” basis as directed by the Contract Administrator and User.
- (q) **“Implementation Plan”** has the meaning given in E4.1
- (r) **“Material”** means, notwithstanding C1.1 (v), Garbage, Recyclables, Yard Waste, and/or Surplus Waste.

- (s) **“Multi-Family Building”** means: (a) a Premise that has building(s) which contain eight (8) or more separate Dwelling Units; and (b) a Premise that has building(s) which contain eight (8) or more rooms or living quarters in a nursing or personal care home, but excludes a hospital.
- (t) **“Places of Worship”** means any building where congregations meet.
- (u) **“PPE”** means personal protective equipment.
- (v) **“Premise”** means land together with its building or buildings.
- (w) **“Pull Box Service”** means that prior to Collection the Contractor must pull-out the Solid Waste Container via mechanical means by using the attached “Pull Out Box” on the front end container from its original location to a location where the Collection Vehicle can empty the contents safely into the truck, and return the Solid Waste Container to its original location after emptying it.
- (x) **“Solid Waste Container”** means a front load or other container approved by the Contract Administrator, designated by the City as eligible for having specific types of Solid Waste Material contained within it.
- (y) **“Route Supervisor”** means the person(s) named in the Contract as Route Supervisor, or appointed from time to time by the Contractor under E5.2 who acts on behalf of the Contractor.
- (z) **“Service Deficiency”** has the meaning given in E14.3.
- (aa) **“Service Point”** means the location, on a Premise, where a Solid Waste Container is placed for Collection.
- (bb) **“Set Day Cycle Every Two Weeks”** means each Premise receives a Collection on a set Collection Day once every 14 days in a biweekly period that occurs on a set day of the week.
- (cc) **“Set Day Cycle Once”** means each Premise receives a Collection on a set Collection Day once per calendar week 52 times per year that occurs on a set day of the week.
- (dd) **“Set Day Cycle Twice”** means each Premise receives a Collection on a set Collection Day twice per calendar week 104 times per year that occurs on a set day of the week.
- (ee) **“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.
- (ff) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 110/2012 as in effect and supplemented/revised from time to time.
- (gg) **“Uncontrollable Circumstance”** has the meaning given in D26.9.
- (hh) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.
- (ii) **“Winnipeg Climate Action Plan”** has the meaning given in D23.
- (jj) **“311 Customer Service System”** has the meaning given in D7.4.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Sam Brask, C.E.T.
Technologist 3

Telephone No. 204 794-8602
Email Address. sbrask@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 C6.22, 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.
- 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 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. NOTICES

- D6.1 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.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1(a).
- D6.3 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.

D7. CONTRACTOR COMMUNICATION AND REPORTING

- D7.1 The Contractor shall follow all communication and reporting procedures and protocols required under the Contract and those established, from time to time, by the Contract Administrator.
- D7.2 The Contractor shall provide all information and reports required under the Contract. The Contractor shall also provide the Contract Administrator, forthwith on request, any and all information requested concerning the day to day performance of the Work, including but not limited to, a list of all Equipment being utilized under the Contract, Collection routes, identification numbers of Collection Vehicles, personnel names, and any other information deemed necessary by the Contract Administrator.
- D7.2.1 Further to D7.2 and in addition to other requirements under the Contract, other daily lines of communication, including verbal communications, will occur between the Contract Administrator and the Contractor, the Contract Manager, the Fleet Manager, the Route Supervisor, the City 311 Call Centre and other authorized City Departments, via telephone, email, cell phone, fax or the 311 Customer Service System.

- D7.3 Contractor shall utilize any electronic communication system provided by the City to the Contractor for use under the Contract. Such electronic communications system will be used only for purposes approved by the City.
- D7.4 For the purposes of this Contract, including for providing Customer Service Requests and for various communications and notices under the Contract, the City will supply and install a computer terminal and associated software in the Contractor's office (the "311 Customer Service System"). The City will provide software application training to the Contractor's office clerical personnel on the 311 Customer Service System. The Contractor shall be responsible for the supply and furnishing of consumables required by the 311 Customer Service System.

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 B12.4 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 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, unlicensed equipment 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;
- D10.2 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D10.3 Deductibles shall be borne by the Contractor.

- D10.4 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.
- D10.5 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.
- D10.6 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.

D11. CONTRACT SECURITY

- D11.1 The Contractor shall provide and maintain Performance Security until one (1) month from the 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 three years in the amount of fifty percent (50%) of the Total Annual Bid Price, 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. 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. 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; or
 - (b) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract.
- D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).

- D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D11.1.3 Digital bonds passing the verification process will be treated as original and authentic. 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.
- D11.2 If the performance security provided in this Bid Submission was not a certified cheque or draft pursuant to D12.1(c) 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.
- D11.3 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D11.4 Renewal of Performance Security
- (a) Further to D12.1(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.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) 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, if applicable.

D13. SUBCONTRACTING

- D13.1 The Contractor shall not, without the prior approval in writing of the Contract Administrator, make a subcontract for the execution of any portion of the Work, except for Subcontractors included in the Contractor's Bid. Any such approval or denial of approval, as the case may be, by the Contract Administrator shall not relieve the Contractor of any liability or obligation under this Contract.
- D13.2 The Contractor, with respect to Subcontractors and with respect to Work to be performed under subcontract, shall:
- (a) enter into contracts or written agreements with its Subcontractors to require them to comply with, and to perform their work in complete conformance with and subject to, the terms and conditions of the Contract; and
- (b) be as fully responsible to the City for acts, omissions or defaults of any Subcontractors and of persons directly or indirectly employed or engaged by them as if they were the acts, omissions or defaults of the Contractor.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) 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, if applicable.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 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.
- D15.2 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;
 - (iv) the contract security specified in D11;
 - (v) the Subcontractor list specified in D12;
 - (vi) the equipment list specified in D14;
 - (vii) the plans and schedules specified in E3 and E4; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 The Contractor shall not commence Collection before February 1, 2022.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to perform the Work in accordance with this Contract or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with the Contract.
- D16.2 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.
- D16.3 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.
- D16.4 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D16.5 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.
- D16.6 If any Equipment, including Collection Vehicles, is utilized for any purposes other than for the performance of the Work in accordance with E6.3 and E8.7, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 1.
- D16.7 If the Contractor fails to provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid) on February 1, 2022 in accordance with E6.1.1., the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 2.

- D16.8 If the Contractor fails to provide and utilize the number of Collection Vehicles as specified in the Contract in accordance with E6.1, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 3.
- D16.9 If the Contractor fails to provide Collection Vehicles that are new and with the applicable model number year and manufacturing year required in the Contract in accordance with E6.3 and E6.4, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 4.
- D16.10 If the Contractor fails to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) and if the GPS/AVL tracking system is not available on February 1, 2022 in accordance with E7.1 and E7.2, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 5.
- D16.11 If the Contractor removes a GPS/AVL system, de-activates a GPS/AVL system, or fails to have an operating GPS/AVL system, in a Collection Vehicle in accordance with E7.10, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 6.
- D16.12 If the Contractor performs Collection before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract and E3.3, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 7.
- D16.13 If the Contractor causes damage to any property (real or personal) in accordance with E15, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 8.
- D16.14 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 E9.5(a), E14.3 and E15.3, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.
- D16.15 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 E9.5(b), E9.6(b), E14.3, and E15.3, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 10.
- D16.16 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 E14.3 and E15, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 11.
- D16.17 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 calculated in accordance with Table 1 Reference 12 and E15.3
- D16.18 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 E8, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 13.
- D16.19 If the Contractor fails to comply with any applicable rule, regulation or policy for Designated Facilities in accordance with E13.6, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 14.

- D16.20 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 calculated in accordance with Table 1 Reference 15 and E13.5.
- D16.21 If the Contractor has more than three (3) missed Collections on a Collection Day in accordance with E9.4, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 16.
- D16.22 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 calculated in accordance with Table 1 Reference 17.
- D16.23 The enforcement of the following liquidated damages will not be applied until March 1, 2022:
- (a) D16.14, 0 Table Reference 9;
 - (b) D16.15, 0 Table Reference 10;
 - (c) D16.16, 0 Table Reference 11;
 - (d) D16.17, 0 Table Reference 12; and
 - (e) D16.21, 0 Table Reference 16

Table 1

Reference Number	Description	Liquidated Damages
1	Utilizing Equipment, including Collection Vehicles, for purposes other than performing the Work.	\$1,000 per occurrence plus applicable tipping fees
2	Failure to provide required Collection Vehicles beginning February 1, 2022.	\$100 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2022.
3	Failure to provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract.	\$500 for each Collection Vehicle that is not utilized, per day, for each day that the Collection Vehicle is not utilized.
4	Failure to provide Collection Vehicles that are of the required model year and year of manufacture.	\$500 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2022.
5	Failure to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract).	\$100 for each Collection Vehicle per day for each day until supplied
6	Removal, de-activation, or failure to have an operating GPS/AVL system.	\$100 for each Collection Vehicle per day for each day until remedied
7	Collection performed before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract.	\$100 for each Collection Vehicle per day
8	Damage to any property (real or personal).	\$100 per occurrence
9	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$100 per occurrence
10	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy occurred.	\$100 per occurrence

11	For a Customer Service Request concerning a Service Deficiency (excluding Service Deficiencies for missed Collection).	\$100 per occurrence
12	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy will occur; or the Customer Service Request has not been remedied by the date required.	\$100 per occurrence
13	Failure 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.	\$100 per occurrence
14	Failure to comply with any applicable rule, regulation or policy for Designated Facilities.	\$100 per occurrence
15	Failure to comply with instructions at the Designated Facilities.	\$100 per occurrence
16	More than three (3) missed Collections per Collection Day.	\$100 per occurrence
17	Failure to provide required information as requested by Contract Administrator.	\$100 for each day until supplied

D17. COVID-19 SCHEDULE DELAYS

- D17.1 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.
- D17.2 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.
- D17.3 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.
- D17.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall immediately upon becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Work schedule, including the durations identified in D15 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D17.6 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

D18. JOB MEETINGS

- D18.1 Meetings between representatives of the City and the Contractor will be held throughout the term of the Contract to discuss the progress of the Work. These meetings will be held weekly, or

at other times and/or more or less frequently, and at such locations, as directed by the Contract Administrator. The Contract Manager shall attend all such meetings.

D18.2 The Contract Administrator shall chair all meetings. The Contract Administrator will record the minutes of meetings and distribute, following the meeting, copies of minutes to all parties in attendance.

D18.3 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D19.1 Further to B12.3, 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 B12.3.

D20. SAFETY

D20.1 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.

D20.2 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.

D20.3 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.

D20.4 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.

D20.5 The Contractor shall immediately submit to the Contract Administrator any and all safety violations/orders and reportable incidents throughout the duration of this contract.

D20.6 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.

- D20.7 The Contractor shall not utilize an employee that has not received mandatory safety training.
- D20.8 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.
- D20.9 A copy of the safety training policies and procedures shall be provided to the Contract Administrator within thirty (30) 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>
- D20.9.1 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.
- D20.10 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 for the City's review.
- D20.11 The Contractor's safety training policies and procedures are subject to the City's review.
- D20.12 All Subcontractors and their respective personnel shall receive the mandatory training prior to commencing any Work.
- D20.13 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) 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.
- D20.14 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.

D21. ORDERS

- D21.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

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. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D23.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the calendar year, 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:

D23.2 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)

D23.3 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).

D23.4 If fuel use (in litres) 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).

D23.5 Any other information requested by the Contract Administrator.

D23.6 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

D24. PAYMENT

D24.1 Further to C12, 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.

D24.2 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 in respect of Extra Work, indicate the number of hours;

(c) will include any adjustments required or permitted under the Contract.

D24.3 Subject to the terms and conditions of the Contract, including without limitation D24.1 and D24.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:

D24.4 Payment shall be in Canadian funds net thirty (30) Calendar Days from the last day of the previous month.

D24.5 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.

D24.6 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D24.7 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.

D25. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D25.1 The unit prices specified on Form B: Prices will be adjusted on February 1, 2023, 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.

D25.1.1 Index "A":

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

D25.1.2 Index "B":

- (a) Monthly average retail prices for gasoline and fuel oil for the City of Winnipeg, diesel fuel at self-service filling stations (Statistics Canada Reference Table 18-10-0001-01 formerly CANSIM 326-0009) 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.

D25.1.3 Further to D25.1.2, if the successful Contractor's Collection Vehicles:

- (i) utilize diesel gas, D25.1.2(a) will apply,
- (ii) utilize natural gas, D25.1.2(b) will apply.

D25.1.4 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).

D25.2 Indexes "A" and "C" will be those prepared by Statistics Canada. Index "B" D25.1.2(a) will be prepared by Manitoba Infrastructure and Transportation and "D25.1.2(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.

D25.3 The maximum annual price adjustment shall not exceed plus or minus (+/-) five percent (5%).

D26. TEMPORARY OBSTRUCTIONS, IMPASSABLE ROADWAYS AND UNCONTROLLABLE CIRCUMSTRANCES

D26.1 The Contractor shall not have exclusive occupancy of the Site. The Contractor shall co-operate with other persons, entities or contractors where necessary in order to perform the Work, including Collection.

- D26.2 The Contractor acknowledges and agrees that C16.1 and C16.2 do not apply to this Contract or to the Work.
- D26.3 As used in the Contract, "Temporary Obstruction" means a short term-obstruction of access to a Service Point(s) for reasons attributable to:
- motor vehicles parked in traffic lanes;
 - construction sites indicated with local access only signs; and
 - other similar and like causes, but at all times excluding an Impassable Roadway.
- D26.4 In the event that the Contractor encounters a Temporary Obstruction, the Contractor shall return at the end of the same Collection Day to the location where the Temporary Obstruction was encountered, and shall engage Collection until complete. If the Temporary Obstruction remains, the Contractor shall notify the Contract Administrator, and the Contractor shall return and engage affected Collection at the beginning of the next Collection Day. If on such next Collection Day the Temporary Obstruction still exists, the Contractor shall immediately notify the Contract Administrator to obtain the further direction of the Contract Administrator.
- D26.5 As used in the Contract "Impassable Roadway" means a discrete part of a roadway that is temporarily impassable due to an act of God (such as a flood, an exceptionally heavy snowfall, extreme weather event, collapsed pavement or a tornado) or any other cause which, in the Contract Administrator's sole discretion, makes a discrete part of a roadway temporarily impassable. The Contract Administrator's decision and declaration regarding the existence or not, or the continued existence or not, of an Impassable Roadway, is final.
- D26.6 In the event that the Contract Administrator declares the existence of an Impassable Roadway, in the sole discretion of the Contract Administrator either:
- (a) the Contractor and Contract Administrator may mutually agree on a temporary Service Point where the Solid Waste Material can be Collected by the Contractor and a method for the Collection of affected Solid Waste Material from the Impassable Roadway, and the Contractor shall Collect such Solid Waste Material in accordance with any such agreement. The Contractor shall be paid only for such Extra Work in accordance with Form B: Prices; provided further that the Extra Work shall be that work which is required by the Contractor to move Solid Waste Material from the original Service Point to the agreed temporary Service Point; or
 - (b) Collection from affected Service Points for impacted customers may, in the sole discretion of the Contract Administrator, be suspended on notice from the Contract Administrator to the Contractor; and
 - (c) the Contractor shall resume Collection, in accordance with the Contract, as soon as possible after receipt of a notice from the Contract Administrator that declares the end of the existence of the Impassable Roadway.
- D26.7 The Contractor shall take note that, even with the existence of an Impassable Roadway declared by the Contract Administrator, the Contractor shall be required to, and shall, perform the Work and shall Collect from any and all roadways that are capable to be serviced by Collection.
- D26.8 In the event of a suspension made under D26.6(b):
- (a) if notice under D26.6(c) is given to the Contractor prior to the end of an applicable Collection, the Contractor shall, in respect of Collections that were previously suspended, be paid for the Work that is, post suspension, fully Collected and performed;
 - (b) if notice under D26.6(c) is given to the Contractor after the end of an applicable Collection, the Contractor shall not, in respect of Collections that were/are suspended, be paid for Collections and Work not performed; and
 - (c) apart from any payment that may be required under D26.6(a), 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.

- D26.9 In this Contract, "Uncontrollable Circumstance" means all unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God; acts or decrees of government or other public authority; acts of public enemies; wars; insurrections; earthquakes; fires; floods; riots; rebellion; sabotage; or any other event or cause not within the control of the Contractor. Temporary Obstructions, Impassable Roadways, lack of finances, increased costs of performance of the Work, strikes, lockouts and other concerted acts by workers, and labour shortages, shall be deemed not to be an Uncontrollable Circumstance.
- D26.10 In the event that the Contractor is prevented or rendered unable by reason of Uncontrollable Circumstances to carry out any of its obligations under this Contract, then such obligations shall be suspended during the continuation of any inability so caused by the Uncontrollable Circumstance, but for no longer period. If the Contractor intends to rely upon Uncontrollable Circumstances to suspend obligations as provided for herein, then the Contractor shall notify the Contract Administrator in writing forthwith, describing in reasonable detail, the Uncontrollable Circumstances. The Contractor shall have the duty and obligation to use reasonable efforts to reduce the impact or eliminate such Uncontrollable Circumstances. In the case of a failure by the Contractor to perform the Work due to an Uncontrollable Circumstance, the City shall be entitled to arrange for the performance of the Work by others during any period of time that the Contractor is rendered unable to perform the Contract, or portions thereof, as a result of Uncontrollable Circumstances. 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 Uncontrollable Circumstances, and the Contractor shall not make any claim with respect thereto.
- D26.11 The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of any of the Contractor's obligations not affected by the occurrence of the Uncontrollable Circumstance.

D27. UNSATISFACTORY PERFORMANCE

- D27.1 Further to C18, 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.
- D27.2 If:
- (a) the Contractor fails to deliver the plan as required in D27.1;
 - (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.
- D27.2.1 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.

- D27.3 The City has the right, following notice given in accordance with D27.2, 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.
- D27.4 In the event of a suspension made under D27.3, 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.
- D27.5 Nothing in D27, including, without limitation, arranging for and having the Work performed by others under D27.2 or suspension under D27.3, shall relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

WARRANTY

D28. WARRANTY

- D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

THIRD PARTY AGREEMENTS

D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 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.
- D29.2 Further to D29.1, 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.
- D29.3 For the purposes of D29:
- (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.
- D29.4 Modified Insurance Requirements
- D29.4.1 Where applicable, if not already required under the insurance requirements identified in D10, 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.

- D29.4.2 If not already required under the insurance requirements identified in D10, if applicable 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.
- D29.4.3 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.
- D29.4.4 Further to D10.4, 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.
- D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D29.5 Indemnification by Contractor
- D29.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, 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.
- D29.6 Records Retention and Audits
- D29.6.1 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.
- D29.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, 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 D29.6.1 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.
- D29.7 Other Obligations
- D29.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D29.7.2 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.

D29.7.3 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.

D29.7.4 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.

D29.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D29.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D10.1)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____.)

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

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

TENDER NO. 47-2021

FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA 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 first three (3) years 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. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: PERFORMANCE BOND- RENEWAL PERFORMANCE SECURITY
(See D12)

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. 47-2021

FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA 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 for the period from _____ (DD/MM/YY) to and including _____ (DD/MM/YY).

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness 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 D10.1)**

RE: CONTRACT SECURITY - TENDER NO. 47-2021

FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA 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.

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)

FORM K: EQUIPMENT
(See D14)

FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA OF WINNIPEG

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D14)

FRONT LOAD COLLECTION OF SOLID WASTE IN THE SOUTH WEST AREA OF WINNIPEG

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

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>Appendices.</u>	<u>Description</u>
Appendix A	Collection locations as of January 21, 2021
Appendix B	Historic Weights in Tonnes

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 B6. 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 B6.

E2. CONTRACT QUANTITIES

E2.1 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 in Form B: Prices. The total inventory as of January 21, 2021 is as listed in Appendix A, it will be the adjusted category totals as formally modified in writing from time to time by the Contract Administrator.

E2.2 Collection and unloading service shall extend to all new or additional Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments as determined by the Contract Administrator 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.

E2.3 The amount payable in this Contract will be reduced when any Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments as determined by the Contract Administrator is no longer generating Solid Waste Material. All such changes will be carried out for month-end payment purposes.

E2.4 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 (e.g. Earth Bin), which may cause an increase or a reduction in the number of establishments served.

E2.5 The Contract Administrator or User will provide the Contractor notice of any changes, either additions or deletions, or change in frequency of Collection of Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments serviced under this Contract.

E2.6 Notwithstanding E2.5, the Contractor shall be responsible to notify the Contract Administrator if there is any change in Collection from Multi-Family, Commercial, Places of Worship and Charitable Institutions, City of Winnipeg Facilities and other Establishments as determined by the Contract Administrator that would result in a change in the service to that location. Examples would include, but are not limited to, business ceases to exist, Solid Waste Container removed by a third party, increase or decrease of Solid Waste Container size or quantity, multifamily building no longer occupied because of building damage, etc.

E3. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION

E3.1 Collection Schedule:

- (a) The Contractor shall submit to the Contract Administrator a detailed schedule of collection routes and days of collection for each route along with sequential routing at least fifteen (15) Calendar Days prior to the commencement of the Work. Authorization from the Contract Administrator is required should the Contractor wish to change the specified schedule, as noted in Appendix A 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. No major changes to the Collection schedule will be considered once the Collection schedule has been approved and implemented. The Contract Administrator will consider proposals submitted by the Contractor to a limited amount of schedule changes on the anniversary date(s) of the Contract.
- (b) This Collection schedule is subject to the approval of the Contract Administrator. Pick-up locations shall be scheduled on a, Set Day Cycle Once, Set Day Cycle Twice, Set Day Cycle Every Two Weeks or an As-Required Basis as indicated and designated by the Contract Administrator.
- (c) The Contractor shall keep the Collection schedule and Collection route list up to date and shall provide the Contract Administrator with a copy of the above records not less than fifteen (15) Calendar Days prior to the commencement of the Work of this Contract.
- (d) The Contractor shall supply an updated Collection schedule and Collection route list when requested by the Contract Administrator 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 (CSV, TXT, XLS, XLSX).
- (f) The Contractor shall indicate all relevant information on each route list including but not limited to:
 - (i) Locations of Multi-Family buildings, commercial establishments, church/charity, institutional or City operated facilities. Each Service Point shall have an address identification, route name and pickups numbered in order of Collection;
 - (ii) Collection Day(s);
 - (iii) Solid Waste Container size in cubic metres;
 - (iv) Collection frequency;
 - (v) Start and finish destination; and
 - (vi) Contractor Vehicle Identification Number.

E3.2 The Contractor shall not arbitrarily alter any route or hours of operation without the prior approval of the Contract Administrator or in event of situation indicated in D4.1.

E3.3 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 shall request and receive approval to extend the hours of Collection provided that the Contractor reports the deviation to the Contract Administrator or User 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.

E3.4 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 moved forward one day.
- (b) A normal Collection Day is defined as any day except New Year's Day, Remembrance Day, Christmas Day or Sunday. The Contract Administrator shall provide sufficient notice to the Contractor in the event of any changes to Collection Days.

- (c) When New Year's Day, Remembrance Day, Christmas Day occurs between Monday and Friday as per (b) the Contractor will be required to provide Collection on the Saturday following the holiday. If New Year's Day, Remembrance Day, Christmas Day occurs on a Saturday, Saturday's Collection will occur on the Friday prior.
 - (i) As an example: if Christmas falls on Wednesday, Wednesday Collection will occur on Thursday, Thursday's Collection will occur on Friday and Fridays and Saturdays Collection will occur on Saturday.
- (d) 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.
- (e) Where the Designate Facility for unloading is not scheduled to be open as defined in E13.3 the Contractor may request to have the City provide limited unloading services charged at the applicable rate.

E4. IMPLEMENTATION AND LABOUR CONTINGENCY PLANS AND INFORMATION

- E4.1 Not more than thirty (30) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify and include and make due allowance for the following:
 - (a) A detailed personnel plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office personnel, numbers and types of positions for all operating personnel, e.g. drivers, Swampers, full-time, part-time, permanent, temporary, union, non-union.
 - (b) A detailed personnel training plan.
 - (c) Safe work procedures for manual lifting.
 - (d) Emergency and contingency response plans.
 - (e) Spill containment and response plan.
 - (f) Customer service procedures and training documents.
 - (g) Equipment (including Collection Vehicles) maintenance programs and plans.
 - (h) Proposed GPS/AVL system.
 - (i) Handling procedures for Solid Waste Material (e.g. procedures for handling Solid Waste Material during cold or hot weather).
 - (j) Procedures for addressing service delays.
 - (k) Claims procedures.
 - (l) An inclement weather plan.
 - (m) Any other information requested by the Contract Administrator.
- E4.1.1 Once reviewed the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.1.2 The Contractor shall perform the Work, including all Collection, in accordance with the Contract and the reviewed Implementation Plan.
- E4.2 The Contractor shall, not later than January 14, 2022, submit to the Contract Administrator the following:
 - (a) vehicle tare weights for each Collection Vehicle.
 - (b) license plate numbers for all motor vehicles (including Collection Vehicles).
 - (c) vehicle identification numbers for all motor vehicles (including Collection Vehicles).
- E4.3 Not more than thirty (30) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review a

proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:

- (a) the recruitment and training of replacement workers;
- (b) the strategy regarding route coverage for Collection;
- (c) the timeline for retaining and/or restoring the Work, including Collection;
- (d) the communications plan to address media inquiries regarding the progress of labour negotiations;
- (e) the mobilization, maintenance and security of the Collection Vehicles;
- (f) a strategy with respect to access to and egress from the Contractor's facilities and the Designated Facilities;
- (g) resources to monitor and record picket activity and security of facilities;
- (h) the requirements of the Contract; and
- (i) any other information requested by the Contract Administrator.

E4.3.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided, however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.

E4.3.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E4.3.3 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.

- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
- (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.
- (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

E5. KEY PERSONNEL

E5.1 The Contractor shall, within thirty (30) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Contract Manager. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contract Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

E5.1.1 The Contract Manager shall be responsible for overall management of the Work.

E5.1.2 The Contractor shall give the Contract Manager all authority necessary to act on the Contractor's behalf under the Contract.

E5.1.3 The Contractor shall not, without the prior consent of the Contract Administrator:

- (a) revoke the appointment of the Contract Manager or appoint a replacement;
- (b) change the responsibility(ies) and reporting relationship(s) of the Contract Manager.

E5.1.4 If the Contract Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.

- E5.1.5 The Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as required in the Contract. In addition, the Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as directed, from time to time, by the Contract Administrator.
- E5.2 The Contractor shall, within thirty (30) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
- E5.2.1 The Contractor shall not, without the prior consent of the City:
- (a) revoke an appointment of Route Supervisors or appoint a replacement(s);
 - (b) change the responsibility(ies) and reporting relationship(s) of Route Supervisors.
- E5.2.2 The Route Supervisors shall be responsible for in-person on the street supervision and monitoring Collection route operations to ensure the Work is performed and completed in accordance with the Contract, including complete Collection on the applicable Collection Day within Collection hours.
- E5.2.3 The Route Supervisors shall respond to inquiries from the City's field staff within two (2) hours of a request for information.
- E5.3 The Route Supervisors are responsible for supervising Collection, ensuring that Contract requirements are met on a day to day basis, and for the handling of customer service issues.
- E5.4 The Contractor shall provide to the Contract Administrator, the address, telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager and Route Supervisors.
- E5.5 The Contract Manager or the Route Supervisors shall be available for contact and communication 24 hours a day, seven (7) days a week, on matters relating to the Work and the Contract.

E6. EQUIPMENT AND COLLECTION VEHICLES GENERAL

- E6.1 The Contractor shall provide all Equipment (including Collection Vehicles and supervisory vehicles) sufficient to perform and complete each day's Work on time and on a consistent basis. Any Equipment, including Collection Vehicles, used for Automated Collection of Solid Waste Material shall be capable of collecting same.
- E6.1.1 Further to E6.1 the number of Collection Vehicles shall be available on February 1, 2022.
- E6.2 The Contractor shall maintain a quantity of spare Collection Vehicles that is not less than the number equal to ten (10%) percent (rounded up to the nearest whole number) of the base quantity of Collection Vehicles.
- E6.3 All Collection Vehicles on commencement of the Contract shall be new and have a model number year and a manufacturing year not earlier than 2021.
- E6.4 All replacement Collection Vehicles shall have a model number year and a manufacturing year not earlier than 2021.
- E6.5 The Contractor's Equipment, including Collection Vehicles, engaged in the Work shall not be used for any purpose other than to perform the Work under City of Winnipeg Collection contracts unless approved by the Contract Administrator. Notwithstanding E13.7, 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.

- E6.6 The Collection Vehicles shall be capable of providing Solid Waste event data for each Solid Waste Container collected including but not limited to:
- (a) Premise address;
 - (b) Solid Waste Container size per Premise;
 - (c) Date and time collected.
- E6.6.1 Prior to 9:00 am on Collection Days, the Contractor shall provide the previous Collection Days location and event data. The data shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator.
- E6.7 The Contractor shall at all times maintain and keep any and all Equipment in good working order.
- E6.8 The Contractor shall use heated indoor vehicle storage facilities for Collection Vehicles during cold weather and during winter months.
- E6.9 The Contractor shall have and implement a fleet mitigation plan in case of a disaster or emergency affecting Collection Vehicles, including, without limitation, fire.
- E6.10 Collection Vehicles, and all other Equipment used or employed in the Work, shall comply with the requirements of the Contract.
- E6.11 Collection Vehicles, and all other Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E6.12 The Contractor shall, on demand by the Contract Administrator; produce valid certificates of inspection issued by the applicable governmental authority or other authorized agencies for any Equipment (including Collection Vehicles).
- E6.13 In addition to any Equipment safety requirements required by legislation, all Collection Vehicles 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;
 - (g) photo/video capture technologies that are integrated to the GPS/AVL system;
 - (h) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
 - (i) emergency kit for vehicle breakdowns (e.g. traffic cones).
- E6.14 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment (including Collection Vehicles) to meet the required safety standards throughout the duration of the Contract.
- E6.15 Collection Vehicles shall be properly constructed, maintained, and sufficiently enclosed to eliminate the depositing of any debris onto the streets during the performance of the Work.
- E6.16 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +60C and in all weather and climatic conditions.
- E6.17 Collection Vehicles shall:
- (a) be capable of manoeuvring through all widths of right-of-ways in the Areas.

- (b) must remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing 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.
 - (c) service all front streets, back lanes, and service roads without contacting or damaging overhead lines.
 - (d) be capable of providing service to all front streets, back lanes, and service roads without causing damage, howsoever caused, to any property (real or personal).
- E6.18 If a Collection Vehicle cannot manoeuvre on a narrow street/lane/right-of-way without causing property damage (real or personal), the Contractor shall service the area with a smaller Collection Vehicle, or using a Collection method acceptable to the Contract Administrator, at no cost to the City.
- E6.19 Collection Vehicles shall be identified with letters and numbers that shall be a minimum of twenty-five centimetres (25 cm) in height on the rear and front of the Collection Vehicle(s) and shall be a minimum of ten centimetres fifteen (15 cm) in height on each side and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the Collection Vehicle.
- E6.20 The City may also require the Contractor to affix signs on the sides and/or the rear of any Collection Vehicle that proclaim messages of public interest or promote any aspect of Solid Waste/Solid Waste programs being carried on by the City. Such signs shall be paid for and supplied by the City. The City shall be responsible for costs associated with affixing such signage to a Collection Vehicle. The Contractor shall affix any such signage in a manner and position acceptable to the Contract Administrator.
- E6.21 The Contractor shall keep Collection Vehicles in a clean and presentable condition, and free from any visible rust and damage. The Contractor shall repair any visible rust or damage within twenty (20) Calendar Days of notification from the Contract Administrator. All costs associated with such repairs will be borne by the Contractor.
- E7. GLOBAL POSITIONING SYSTEM - AUTOMATED VEHICLE LOCATOR (GPS/AVL)**
- E7.1 Collection Vehicles shall be equipped with a global positioning system, automated vehicle locator (GPS/AVL) tracking system.
- E7.2 The Contractor shall, on January 14, 2022, provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) meeting the requirements of the Contract, including as proposed in the Contractor's Bid.
- E7.3 The City and the Contractor agree that the GPS/AVL tracking system will be used for purposes including use by the Contractor to manage the Contractor's Collection Vehicles and its personnel.
- E7.4 The Contractor shall be solely responsible for complying with applicable privacy legislation.
- E7.5 The City and the Contractor agree that the City and the Contractor must each have access to the GPS/AVL tracking system user application and its underlying data.
- E7.6 The GPS/AVL tracking system user application shall be web-based.
- E7.7 The GPS/AVL system and associated web-based application shall be commissioned and fully operational not later than January 14, 2022.
- E7.8 At a minimum, the GPS/AVL tracking system and associated secure web-based application shall be capable of, and shall:
- (a) monitor both current position and route progress (tracking) via on-screen display of position and/or path, including city street base map;

- (b) display Collection Vehicle movement, identify and show the position of the Collection Vehicles at a minimum of fifteen (15) seconds intervals;
- (c) report and record the speed traveled by the Collection Vehicles;
- (d) indicate the direction of travel of each displayed Collection Vehicle;
- (e) provide Collection Vehicle location by GPS coordinates;
- (f) provide photos/videos of event data as requested by the Contract Administrator;
- (g) report on daily exceptions for non-collection.

E7.9 The Contractor shall:

- (a) ensure at all times that the GPS/AVL Equipment is functioning properly.
- (b) promptly, but in any event not later than eight (8) hours from the time of damage or malfunction, report any Equipment damage and malfunctions to the Contract Administrator.
- (c) ensure all devices will be kept in good working order by the Contractor and any faulty devices shall be repaired within five (5) Calendar Days.
- (d) inform the City of any planned hardware/software activities (such as maintenance, upgrades, etc.) that may interrupt availability of the GPS/AVL application/data at least seven (7) Calendar Days prior to the planned activity.

E7.10 The Contractor shall not remove or deactivate a GPS/AVL system from/in a Collection Vehicle, nor shall the Contractor utilize a Collection Vehicle that is not equipped with an activated and working GPS/AVL system meeting the requirements of the Contract (except as expressly permitted in the Contract).

E7.11 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL system is non-functional. In such cases, the Contractor shall supply a suitable replacement Collection Vehicle. The Contractor shall not utilize such removed Collection Vehicle in the Work unless and until such time that its GPS/AVL system has been repaired and is fully operational.

E7.12 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL system and web-based application, for City personnel, as requested by the Contract Administrator. The demonstration and training sessions will be developed in consultation with the Contract Administrator. The Contractor shall provide printed and electronic format training manuals for the GPS/AVL system and web-based application. The demonstration and training sessions will be conducted in Winnipeg at times and locations acceptable to the Contract Administrator and in any event not later than December 31, 2021.

The GPS/AVL system and web-based application shall have performance data storage and access requirements that comply with the following:

- (a) web based location and event data must be stored and accessible for a minimum of twelve (12) months;
- (b) at any time, including after the twelve (12) month period referenced in (a), the Contract Administrator may require the Contractor to send location and event data to the City for storage on their system, in an agreed upon file format;
- (c) the Contractor shall, provide within forty eight (48) hours of request by the Contract Administrator, a digital download copy of all data;
- (d) location and event data shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator; and
- (e) all of the GPS/AVL web-based location and event data must be made available via a secure, query able web service on a near real time read only basis.

E7.13 The Contractor shall:

- (a) provide a secure web-based application that the City will be able to use to retrieve Solid Waste Container pickup data. Such data will include a record of each Solid Waste

Container, providing confirmation of Collection or a reason the Contractor could not empty a Solid Waste container at any address. Solid Waste Container pickup data will be accessible through this web service within one (1) hour of the actual event.

- (b) in cases where the GPS/AVL is not operational, the Contractor shall submit on the City's standard daily reporting form, an electronic daily report by no later than 9:00 a.m. the first Business Day following the previous day's Collection. The daily report identifies reasons for non-Collection at a Premise and shall be completed in full including entry of details into all areas of the form.
- (c) City will have access between the hours of 6 a.m. to 6 p.m., Monday to Saturday to information.
- (d) Make available to the City the secure web-based application Monday to Saturday, between the hours of 6 am to 6 pm and should be generally available twenty-four (24) hours a day, seven (7) days a week outside of mutually agreeable systems maintenance outage windows.
- (e) ensure the web –based application provides a method whereby the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
 - (i) event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
 - (ii) location coordinates – expressed in Lat/Long using degrees, minutes, seconds.
 - (iii) date and time of the event – following the format YYYYMMDD HHMMSS.
 - (iv) exception code – Numeric code used for describing any exception such as "Solid Waste Container - blocked, cannot pickup.

E7.14 In the event of non-collection of any Solid Waste Container placed out for Collection, the GPS/AVL shall record in real time the following information:

- (a) location - address;
- (b) date and time - recorded in the format YYYYMMDD HHMMSS;
- (c) exception cause (Blocked, Missing Solid Waste Container);
- (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
- (e) Collection Vehicle identification number.

E7.15 The Contractor shall:

- (a) submit to the Contract Administrator the event data summary report not later than 9 a.m. the next following Business Day and the report shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XLSX). The acceptable format shall be determined by the Contract Administrator.
- (b) ensure the web –based application and the secure query able web service will provide a method whereby the City can specify a specific event identification number (see data file format).
- (c) ensure that the performance of the web-based application is sufficient at all times to enable anticipated City information access, reporting and data download needs without impacting the systems operational performance.
- (d) provide a secure web based application to view the location and event data and provide the City access to it in real time.

E7.16 The Contractor shall be responsible for the entire capital, operating/maintenance, upgrade and/or replacement costs (as applicable) of such system over the entire term of the Contract.

E7.17 Over the term of the Contract, should innovations produce technology that can enhance the Collection program, the City reserves the right to install said devices on Collection Vehicles. The cost of the supply and installation of such Equipment would be borne by the City.

E8. ENVIRONMENTAL CLEAN-UP

- E8.1 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.
- E8.2 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
- E8.2.1 Further to E8.2, 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.
- E8.3 If, in the opinion of the Contract Administrator, the Contractor does not comply with E8.2 and E8.2.1 in a timely manner, the City may cleanup, 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.
- E8.4 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.
- E8.5 In the case of a fire occurring in a Collection Vehicle and where the Contractor is forced to dump the load at a location other than a Designated Facilities, the Contractor shall be responsible for, and shall, clean up the spillage, as soon as it is safe to do so.
- E8.6 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a Collection.
- E8.7 The Contractor shall not Collect Materials from any person or entity not entitled to Collection under this Contract. Notwithstanding E8.3, 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.
- E8.8 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.
- E8.9 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.
- E8.10 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under applicable laws.

E9. COLLECTION - GENERAL

- E9.1 The Contractor shall, no later than 9 a.m. on each Collection Day, provide to the Contract Administrator a daily log report which indicates the reason a Solid Waste or Extra Work service could not be completed on the previous day's schedule. The daily log report shall be submitted electronically in a form and content acceptable to the Contract Administrator. Including, but not limited to:

- (i) location – address,
 - (ii) description of the reason Collection could not occur,
 - (iii) date and time - recorded in the format YYYYMMDD HHMMSS,
 - (iv) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds,
 - (v) Collection vehicle identification number.
 - (vi) 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.
- E9.2 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise) any time prior to 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day (Missed Collection – Same day Miss), such missed Collection will not be categorized as a Missed Collection – Service Deficiency if the Contractor:
 - (a) provides any such required Collection prior to 6 p.m. that same Collection Day, and
 - (b) reports to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.
- E9.2.1 If such missed Collection is not completed by 6 p.m. on the same Collection day, such missed Collection shall be categorized as a Missed Collection - Service Deficiency.
- E9.3 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise): (i) any time after 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day; or (ii) at any time concerning a Collection that was scheduled for a Collection Day that was prior to the day on which the Contractor received such notification, (Missed Collection - Service Deficiency), the Contractor shall:
 - (a) provide any such required Collection within 24 hours of such notification; and
 - (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.
- E9.4 The Contractor shall not have more than three (3) missed Collections on a Collection Day.
- E9.5 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency, the Contractor shall:
 - (a) remedy the Service Deficiency concerning the Customer Service Request within 24 hours of receipt of such Customer Service Request; and
 - (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when such remedy occurred.
- E9.6 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 24 hours of receipt of such Customer Service Request, the Contractor shall:
 - (a) report to the Contract Administrator, within 48 hours of receipt of such notice, the date by which the remedy for the Service Deficiency will occur; and
 - (b) remedy the Service Deficiency by the date required under (a) above.
- E9.7 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall monitor the progress and performance of the Work on and for each Collection Day, and shall notify the Contract Administrator in writing immediately upon becoming aware of any factors that could cause failure in achieving 100% complete Collection for that Collection Day, and shall indicate in a plan, the remedial steps the Contractor is taking or intends to take to

prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.

- E9.8 Without limiting the generality or application of any other term or condition of the Contract if, at any time during the course of the Work, the rate of work and/or achieved progress are, in the opinion of the Contract Administrator, less than is required to enable the Contractor to achieve 100% complete Collection for a Collection Day, the Contract Administrator may order the Contractor to submit, in the form, content and in the time required by the Contract Administrator, a mitigation plan indicating the remedial steps the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E9.9 When directed by the Contract Administrator, the Contractor shall provide Collection from all private streets, laneways and driveways, including in mobile home parks. When directed by the Contract Administrator, the Contractor shall Collect on temporary builder's access roads in new subdivisions.
- E9.10 On written notice from the Contract Administrator, the Contractor shall change any Service Point.
- E9.11 The Contractor shall ensure all Solid Waste Container lids are closed following Collection.
- E9.12 For the Collection Vehicles photo/video monitoring system, all data and information captured by the system shall be made available and delivered to the City on request from the Contract Administrator.

E10. DEALING WITH IMPROPERLY STORED OR PLACED SOLID WASTE CONTAINERS

- E10.1 Should the Contractor find that the Solid Waste Container is not placed in accordance with the Solid Waste By-law and its applicable amendments, the Contractor shall attempt to collect the Solid Waste Container and then notify the Contract Administrator accordingly, within twenty-four (24) hours, of the Bylaw 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 Collection. Where a bona fide By-law violation was confirmed as sufficient to render the Collection unreasonable, the missed Collection provisions of E14.3 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 Solid Waste Container (s) so as to prevent safe access, construction activities in the immediate area of the Solid Waste Container (s), etc.
- E10.2 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 immediately notify the Contract Administrator and 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 Solid Waste 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 E14.3.
- E10.3 Only during the immediate post-Christmas Collection and post New Year's Collection where excess Solid Waste Material is piled outside of the Solid Waste Containers so as to render container dumping difficult, the Contractor shall not leave the Solid Waste Container uncollected but shall carry out whatever supplementary measures are necessary for Collection (including hand removal of interfering Contaminated Material). The Contract Administrator shall be the sole authority over the degree of reasonableness applicable to each potential missed Collection determination under E14.3.

E10.4 When approved by the Contract Administrator, the Contractor shall allow for reloading of the Solid Waste Container at the time of Collection. Once the Solid Waste Container is reloaded the Contractor shall provide Collection. The cost of collecting reloads shall be covered under size of container as specified in Form B unit prices.

E11. MATERIAL AUDITS

E11.1 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing Solid Waste audits, on a bi-annual basis. Assistance shall be the separate collection of materials from designated multi-family locations and delivery of materials to a location for auditing purposes by the City or designate. Payment for said works shall be incidental to the Contract. When required and as directed by the Contract Administrator, the Contractor may be required to deliver specific loads of Solid Waste to an alternate site within the City of Winnipeg, for the purposes of performing Solid Waste Material audits. There shall be no extra payment for said work.

E11.2 When required and as directed by the Contract Administrator, the Contractor may be required to deliver specific loads of Solid Wastes to an alternate site, for the purposes of performing material audits. There shall be no extra payment for said work.

E11.3 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing pilot studies. Assistance shall be the collection of materials at designated Premises during the period of the study are left for separate collection by the City or designate. Payment for said works shall be negotiated in advance of any pilot studies.

E12. INSPECTION

E12.1 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.

E13. DESIGNATED FACILITIES

E13.1 The Contractor shall deliver Solid Waste Material to the Designated Facilities.

E13.2 The Designated Facilities for Solid Waste Material shall be the City of Winnipeg Brady Road Resource Management Facility unless otherwise directed by the Contract Administrator. The Designated Facility is 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

E13.3 The Contractor is responsible for verification of the hours of operation of Designated Facilities.

E13.4 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 of up to \$200/hour to extend the hours as required. The fee is subject to annual inflationary adjustments similar to that in D25.

E13.5 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.

E13.6 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.

E13.7 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at Designated Facilities.

E14. SERVICE STANDARDS

E14.1 The City of Winnipeg utilizes the City 311 Call Centre as a communication interface between the City and its customers.

E14.2 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.

E14.3 In respect of E14.2(a), E14.2(c) and E14.2(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;

E14.4 Further to E14.2 and E14.3, 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 E14.2(f).

E14.5 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.

E15. PROPERTY DAMAGE

E15.1 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.

E15.2 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal).

- E15.3 Further to E9.6, 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.
- E15.4 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.

E16. CONTRACTOR PERSONNEL AND FIELD OFFICE

- E16.1 The Contractor shall at all times employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.
- E16.2 The Contractor shall provide coverage of all personnel who require replacement due to vacations, illness, or other temporary absence. The Contractor shall immediately notify the Contract Administrator of all changes of key personnel.
- E16.3 The Contractor shall ensure that all personnel, while on duty, wear neat, good condition, clean work uniforms. 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.
- E16.4 The Contractor's Contract Manager and each Supervisor shall be equipped with a smart phone capable of email and voice mail.
- E16.5 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware and terminals, internet and telephone communications and facilities, facsimile machine and Internet access. The Contractor's office shall be open during operating hours on Collection Days and shall be staffed by an experienced person.
- E16.6 The Contractor shall ensure that all drivers/operators of motor vehicles (including without limitation Collection Vehicles) engaged in the Work possess appropriate Provincial driver's licensing. The Contractor shall ensure all persons employed on this Contract have the necessary licencing and training. The Contractor shall supply confirmation upon request from the City.
- E16.7 The Contractor shall ensure that all personnel engaged on this Contract appear and conduct themselves in a manner which does not reflect adversely upon the City.
- E16.8 Personnel engaged in the Work shall refrain from and shall not engage any and all horseplay and misconduct including, but not limited to:
- (a) dangerous driving;

- (b) profanity;
- (c) excess noise.

E17. PERSONNEL TRAINING

- E17.1 Further to C6.22, all personnel engaged in the Work shall be appropriately qualified, trained, skilled and experienced in their respective professions, trades or occupations. All personnel engaged in the Work shall be legally entitled to work in Canada.
- E17.2 The Contractor shall provide proper, adequate, and continuous job training for all personnel engaged in the Work to ensure the Work is performed and completed in a safe and proper manner.
- E17.3 The Contractor shall ensure that personnel engaged in Collection, and in the handling of Solid Waste Material, are fully trained in the Collection and handling of Solid Waste Material including, but not limited to, the following:
- (a) scope of the Work;
 - (b) applicable standard operating procedures for the Work;
 - (c) acceptable or unacceptable Solid Waste Material under the Contract;
 - (d) the City's current Solid Waste By-Law;
 - (e) services standards as described in E14;
 - (f) safety policies and procedures plus those of the Designated Facilities.
- E17.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E17. The Contractor shall allow the City timely and complete access to the Contractor's records and documentation, to allow the City to confirm the Contractor's ongoing compliance with E17. The Contractor shall, at the City's request from time to time, provide copies of documentation related to safety, including without limitation:
- (a) copies of résumés, certification papers, training programs (including content), training records, and like documentation for any and all personnel engaged in the Work,
 - (b) proof of motor vehicle licensing,
 - (c) specifications and permits for all Equipment to be used in the Work, and
 - (d) all other permits and licences obtained by the Contractor for the Work.
- E17.5 The Contractor may recruit and train staff, but in no way shall the actions of the Contractor cause any disruption of service in respect of any other City contract concerning Collection of Solid Waste Material.

E18. ACCIDENT REPORTING

- E18.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.
- E18.2 In respect of all accidents involving collision, property damage, personal injury of a driver/operator of a motor vehicle (including Collection Vehicles), or member of the public, the Contractor shall, at the first opportunity, verbally report the same to the Contract Administrator immediately following contact with Police, Fire and Ambulance. The Contract Administrator will determine whether a City Representative(s) will attend the accident site. The Contractor shall provide a copy of its accident report to the Contract Administrator by no later than 9:00 a.m. the Calendar Day after the accident, including any required follow-up documentation.

E19. DISMISSAL OF PERSONNEL

- E19.1 In addition to C6.24, the City may require the suspension, discharge, or other disciplinary action of any personnel engaged in the performance of the Work, for any reasonable cause, including but not limited to:

- (a) found in possession of or under the influence of alcohol and/or mind-altering drugs;
- (b) criminal actions;
- (c) 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) refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
- (f) wanton damage or destruction of containers and/or receptacles;
- (g) wanton scattering or spilling of Material;
- (h) scavenging of Material;
- (i) unauthorized Collection /combining of Materials;
- (j) unsatisfactory performance of responsibilities;
- (k) unprofessional or unbusiness-like conduct;
- (l) conduct that is inconsistent with the requirements of the Contract;
- (m) misconduct or lack of care;
- (n) incompetence or negligence;
- (o) failure to conform with any provisions of the Contract; or
- (p) conduct which is prejudicial to safety, health, or the protection of the environment.

E19.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under E19.1 and If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.