



THE CITY OF WINNIPEG

TENDER

TENDER NO. 531-2021

TRANSPORTATION OF SEWAGE SLUDGE

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form N: Detailed Specifications

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	8
B17. Evaluation of Bids	8
B18. 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. Cooperative Purchase	2
D4. Definitions	2
D5. Contract Administrator	3
D6. Contractor's Supervisor	3
D7. Notices	3
D8. Accessible Customer Service Requirements	3

Submissions

D9. Authority to Carry on Business	4
D10. Safe Work Plan	4
D11. Insurance	4
D12. Equipment List	5

Schedule of Work

D13. Commencement	5
D14. Liquidated Damages	5
D15. COVID-19 Schedule Delays	6
D16. Scheduled Maintenance	6
D17. The Workplace Safety and Health Act (Manitoba) - Qualifications	6
D18. Safety	7
D19. Inspection	7
D20. Deficiencies	7
D21. Orders	7
D22. Records	7
D23. Winnipeg Climate Action Plan and Annual Fuel Reporting	8

Measurement and Payment

D24. Invoices	8
D25. Payment	9
D26. Payment Schedule	9

Warranty

D27. Warranty	9
---------------	---

Dispute Resolution

D28. Dispute Resolution	9
-------------------------	---

Third Party Agreements

D29. Funding and/or Contribution Agreement Obligations	10
Form K: Equipment	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Volume of Sludge	2
E4. Equipment	4
E5. Loading and Unloading Facilities	5
E6. Maintenance of Facilities	6
E7. Construction	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TRANSPORTATION OF SEWAGE SLUDGE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 26, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Bid or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

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

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

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

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

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

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

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

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices; and
- (c) Form N: Detailed Specifications.

B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.5 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8).

- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

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

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

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(a), the Award Authority may reject all or any part of any Bid for failure to complete Form N and/or any Form N items deemed as a Fail without an acceptable deviation.

B17.4 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.

B17.5 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.5.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.5.2 Bidders are advised that the calculation indicated in B17.5 will prevail over the Total Bid Price entered in MERX.

B17.6 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

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 transportation of sewage sludge and wastewater for the period from July 1, 2023 until May 31, 2024, with the option of six(6) mutually agreed upon one (1) year extensions from June 1st to May 31st of each subsequent year.

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

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

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

D2.2 Price Adjustment

D2.2.1 Notwithstanding C12, Unit Price of Items #1 through #5 shall be adjusted on July 1st, October 1st, January 1st and April 1st of each calendar year.

D2.2.2 Notwithstanding C12 the Unit Prices for the initial contract term and any agreed upon extension terms will be increased or decreased quarterly by the percentage increase or decrease in the weighted average of **Statistics Canada - Consumer Price Index for Manitoba – All Items (CPI)** and **Natural Resources Canada Monthly Average Retail Prices for Diesel for Winnipeg (DFI)**.

(a) The calculation to be performed to arrive at each quarterly unit price on Form B for the initial term and any subsequent extension terms of the Contract is as follows:

(i) $\text{Current Quarterly Unit Price} = \text{Previous Quarterly Unit Price} \times (0.3 \times \text{CPI}_{\text{quarter}} + 0.7 \times \text{DFI}_{\text{quarter}})$

(b) $\text{CPI}_{\text{quarter}}$ to be used shall be the difference of the most recent three (3) month's CPI, found at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.18> on the first business day of each month. If $\text{CPI}_{\text{quarter}}$ is less than 0%, 0% shall be used.

(c) $\text{DFI}_{\text{quarter}}$ to be used shall be the difference of the most recent three (3) month's DFI, found at https://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cfm?productID=5&locationID=15&frequency=M&priceYear=2022&Redisplay= on the first business day of each month.

(d) The maximum allowable price change per quarterly adjustment shall be no greater than +/-10% from the previous quarter, regardless of the calculation result using the above index averages.

(e) Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one hundredth of a dollar per tonne (\$0.01/tonne).

- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"Access Road"** means any WPCC road accessing any part of a Sewage Treatment Plant.
 - (b) **"kL"** means kilolitre (i.e. 1 kL = 1,000 L);
 - (c) **"NEWPCC"** means North End Sewage Treatment Plant;
 - (d) **"SEWPCC"** means South End Sewage Treatment Plant;

- (e) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (f) **"WEWPCC"** means West End Sewage Treatment Plant;
- (g) **"WPCC"** means Sewage Treatment Plant.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Matthew Klowak
Wastewater Contracts Officer
Telephone No. 204 805 3313
Email Address: mklowak@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>
- D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 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 clause, sudden and accidental pollution 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) all risks property insurance for the full replacement cost for any and all contractors equipment used for or in connection with the work. Property insurance for the contractor's equipment to include a Waiver of Subrogation Rights against The City of Winnipeg;

- (c) 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;
- (d) Certificate of Insurance to indicate that the operations include loading, unloading and transporting.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D11.4 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 Documents, as applicable.

D11.5 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.

D11.6 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.

D12. EQUIPMENT LIST

D12.1 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.

D12.2 Minimum three (3) trucks for transporting sewage sludge shall be 2019 or newer.

D12.3 Additional new or used trucks may be required during the term of the Contract.

D12.4 All used equipment shall be subject to inspection and approval by the Contract Administrator.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 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.

D13.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the safe work plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the equipment list specified in D12;
 - (vi) the direct deposit application form specified in D25; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. LIQUIDATED DAMAGES

D14.1 If the Contractor fails to achieve the Work of the Contract in accordance with E2, the Contractor shall pay the City five thousand three hundred dollars (\$5,300.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. COVID-19 SCHEDULE DELAYS

- D15.1 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.
- D15.2 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.
- D15.3 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.
- D15.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Work schedule, including the durations identified in D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D15.6 . 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.

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Monthly truck and trailer inspections, including all vents, covers and inlet/outlet discharge valves to confirm all equipment is in good working order as specified in E4.
- D16.2 Results of the scheduled maintenance events must be submitted in writing to the Contract Administrator by the first day of the following month.
- D16.3 Determination of Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D17.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D18. SAFETY

- D18.1 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.
- D18.2 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.
- D18.3 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.

D19. INSPECTION

- D19.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D19.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D20. DEFICIENCIES

- D20.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

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 March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to 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. INVOICES

D24.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D24.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D25. PAYMENT

D25.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D26. PAYMENT SCHEDULE

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

WARRANTY

D27. WARRANTY

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

DISPUTE RESOLUTION

D28. DISPUTE RESOLUTION

D28.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D28.

D28.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D28.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

- D28.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D28.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D28.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D28.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

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 D29 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, 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 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 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.

D29.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

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 K: EQUIPMENT
(See D12 & E4)

TRANSPORTATION OF SEWAGE SLUDGE

Primary Equipment Type - Hauling Trucks	Make	Model & Year	Serial Number	Capacity	New or Used
Unit No.1					2019 or newer
Unit No.2					2019 or newer
Unit No.3					2019 or newer
Unit No.4					
Unit No.5					

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 The following indices shall apply to the Work:

- (a) Consumer Price Index, by province (monthly, not seasonally adjusted) (Manitoba) – All Items:
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.18>
- (b) Monthly average retail prices for diesel, by geography (Winnipeg, Manitoba):
https://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cfm?productID=5&locationID=15&frequency=M&priceYear=2022&Redisplay= .

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S-373	Map – Hauling Route
S-372	Site Plan – SEWPCC (will be modified during the contract period)
S-372A	Site Plan – WEWPCC
S-371	Site Plan – NEWPCC (may be modified during the contract period)

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

E2. SERVICES

- E2.1 The Contractor shall transport (haul) sewage sludge and other waste as required from the WEWPCC, SEWPCC, and other City locations to the NEWPCC in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Transport SEWPCC sewage sludge - shall be the transportation of the SEWPCC sewage sludge per kL disposed to the NEWPCC; additional details in E2.10.
- E2.3 Item No. 2 – Transport WEWPCC sewage sludge - shall be the transportation of the WEWPCC sewage sludge per kL disposed to the NEWPCC; additional details in E2.11.
- E2.4 Item No. 3 – Transport WEWPCC sewage sludge - shall be the transportation of reduced volumes of the WEWPCC sewage sludge per kL disposed, to the NEWPCC; additional details in E2.12.
- E2.5 Item No. 4 – Emergency transport of other wastewater - shall be the transportation of any other wastewater within the City of Winnipeg to the NEWPCC hauled liquid waste disposal site; additional details in E2.13.
- E2.6 Item No. 5 – Hourly charge for tractor/trailer and operator - shall be the regular charge on a per hour basis of one tractor/trailer and operator; additional details in E2.14
- E2.7 Sludge production at the WPCCs is continuous and plant operation will not be altered to accommodate the Contractor for shift scheduling or Contractor staff absences. The Contractor shall be prepared to haul sludge three hundred and sixty-five (365) Calendar Days per year

including all statutory holidays and may load and unload twenty-four (24) hours per day, seven (7) days per week at all three (3) Sewage Treatment Plants.

- E2.8 When transporting sludge, the Contractor shall comply with the Manitoba Highway Traffic Act and all other Federal, Provincial and Municipal Statutes, Acts, By-laws and Regulations.
- E2.9** In the event that the Contractor is unable to transport the required amount of sludge and in the opinion of the Contract Administrator storage volumes will be exceeded, the City will immediately take whatever steps are necessary to remove and transport the sludge. All additional costs in this regard will be charged to the Contractor and deducted from payment for Work actually done.
- E2.10 The Contractor shall state on Form B: Prices a per kL rate for hauling sewage sludge by tank trailer from the SEWPCC to the NEWPCC in load volumes generally greater than 30 kL (30,000L).
- E2.11 The Contractor shall state on Form B: Prices a per kL rate for hauling sewage sludge by tank trailer from the WEWPCC to the NEWPCC in load volumes generally greater than 30 kL (30,000L). This rate shall apply to hauled sewage sludge unless the reduced volume rate (E2.4) is requested in writing by the Contract Administrator.
- E2.12 The Contractor shall state on Form B: Prices a per kL rate for hauling load volumes of **less than 27 kL** (27,000L) of sewage sludge by tank trailer from the WEWPCC to the NEWPCC. The equipment used to haul reduced volumes will be the same as that used in E2.3 and E2.2 unless otherwise approved in writing by the Contract Administrator.
- E2.13 The Contractor shall state on Form B: Prices an emergency hourly charge out rate for tractor/trailer units and operators as required at any given time and have them ready within twelve (12) hours. In the event of an emergency that the City requires the use of the Contractor's equipment this rate will apply. During emergency hauling the Contractor shall continue sewage sludge hauling work without interruption.
- E2.14 The Contractor shall state on Form B: Prices a regular hourly charge out rate for one (1) tractor/trailer unit and operator.
- (a) In the event that the City causes a delay of the Contractors equipment of longer than an hour without prior notification this rate will apply.
- (b) Given notice 72 hours in advance that the City requires the use of one tractor/trailer unit and operator this rate will apply.
- E2.15 The Contractor will not be paid for any load where an alternate route was used if prior approval was not obtained in writing.
- E2.16 Any sludge spilled during loading/unloading and transporting sludge from the WEWPCC or SEWPCC to the NEWPCC shall be cleaned up by the Contractor to the satisfaction of the Contract Administrator. Whenever a spill occurs, the Contractor shall notify the NEWPCC immediately at 204-986-4798.

E3. VOLUME OF SLUDGE

- E3.1 The following table shows the number of **kilolitres** (kL) of sludge transported from the SEWPCC and WEWPCC to the NEWPCC during the period January 1st, 2019 to December 31st, 2021.

Month	2019		2020		2021	
	SEWPCC	WEWPCC	SEWPCC	WEWPCC	SEWPCC	WEWPCC
January	21,143.66	4,545.63	19,456.76	5,227.72	18,310.80	4,660.40
February	18,133.64	4,868.70	16,951.37	4,260.60	16,828.55	4,259.38
March	20,072.07	5,267.01	20,222.81	3,929.40	20,692.03	4,517.53
April	19,612.79	4,732.82	19,457.81	3,651.28	19,607.09	4,032.83
May	19,888.63	4,749.18	17,779.29	4,649.61	19,871.28	4,393.60
June	18,051.85	3,597.58	17,214.79	4,140.77	18,189.52	4,253.26
July	18,683.10	3,243.05	18,144.10	3,933.64	19,514.95	4,939.53
August	18,728.96	4,225.80	17,312.41	4,189.88	18,181.25	4,082.02
September	18,989.26	3,532.80	18,566.82	3,881.06	17,256.60	3,868.10
October	17,582.12	4,080.34	19,461.72	4,156.09	17,258.73	3,671.73
November	17,366.30	4,325.00	19,424.09	4,267.05	16,991.22	3,755.47
December	18,718.50	4,629.72	19,764.73	4,130.22	17,516.32	4,612.01
Totals	226,970.88	51,797.63	223,756.70	50,417.32	220,218.33	51,045.87

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

E3.1.2 The Contractor can expect the quantities of sludge to increase or decrease over the period of the Contract. The degree of variation in quantities will depend on many factors including; the rate of development growth in the area served by each of the WPCC, as well as changes to the treatment processes. Sludge quantities may also vary from month to month and season to season depending on climatic conditions.

E3.2 Sludge to be transported from the SEWPCC and the WEWPCC is stored in three (3) holding tanks. The approximate volume of the holding tanks is as follows:

SEWPCC		WEWPCC	
Tank 1	203,000 Litres	Tank 1	262,000 litres
Tank 2	206,000 litres	Tank 2	207,000 litres
Tank 3	203,000 litres	Tank 3	207,000 litres
Total	612,000 litres	Total	676,000 litres

E3.2.1 The Contractor shall schedule hauling according to sludge production and sludge holding tank volume. If sludge volume is depleted hauling shall stop. If sludge production volume increases rate of hauling shall increase.

E3.2.2 The Contractor shall be aware that exceeding an average 4.4 meters of sludge holding tank level in the SEWPCC or 4.8 meters of sludge holding tank level in the WEWPCC at any given notification shall result in a four hundred (\$400.00) dollar charge per reporting event (automated email every 3 hours) to the Contractor.

(a) The Contractor will be provided notifications of holding tank levels at regular three-hour intervals throughout the day.

E3.2.3 The Contractor shall be aware that process and maintenance events occur at the WPCC's requiring tank levels to be drawn down to an average of 2.5 metres. Should the tank levels not be lowered to the 2.5 metre average (or less) prior to the stated time and date, a one thousand (\$1,000.00) dollar charge per event will result to the Contractor.

- (a) The Contractor will be provided with a minimum of 72 hours notice prior to the required draw down date and time.
- (b) Notifications of holding tank levels will be provided at regular three-hour intervals throughout the day.

E4. EQUIPMENT

- E4.1 The Contractor shall have available twenty-four (24) hours a day, including weekends and holidays, the necessary staff and equipment to carry out the work specified herein. Should the primary staff or equipment not be available for any reason they must be immediately replaced from reserve staff and equipment.
- E4.2 All equipment used on this Contract shall be of and maintained in first class working condition.
- E4.2.1 The City reserves the right to inspect the equipment with its own staff or its own agent during the qualification period or prior to the commencement of Work and randomly thereafter at the discretion of the Contract Administrator. The City's determination of the equipment's condition and suitability to perform the Work shall be final and binding.
- E4.3 Truck and trailer characteristics shall meet the specifications below:
- (a) The maximum length of the tractor/trailer units shall not exceed twenty (20) metres;
 - (b) All trucks used shall be the same length and width and similar design for each WPCC;
 - (c) All trailers used shall be the same length and width and similar design. Similar trailer design shall include but not be limited to: sludge loading platform height, sludge loading platform shape and sludge loading and vent line height and placement for each WPCC;
 - (d) Tanker trailers shall hold a minimum of thirty kL (30,000 L), except for reduced volume hauling as approved by the Contract Administrator;
 - (e) All truck/trailer combinations shall be a 6-axle configuration with an interaxle spacing range between the trailer's front and rear axle sets of 6.1m (minimum) to 6.6m (maximum); and
 - (f) All truck/trailer combinations shall have a minimum 40 cm of clearance around door openings and loading/unloading equipment at WPCC, unless otherwise approved by the Contract Administrator.
- E4.4 The sewage sludge shall be transported in a closed tank.
- E4.4.1 The covers and vents on all trailer tanks shall be close fitted and the covers shall be on and closed when the trailer tank is transported (full or empty) between the WPCCs.
- E4.4.2 The trailer tanks shall be equipped to operate a vent line from the ground removing the need to access the top of the tank at the NEWPCC.
- E4.5 All tanks being used shall be equipped with inlet and discharge valves that fit the City's equipment at both the loading and unloading sites.
- E4.5.1 The discharge valve shall not leak at any time and a close-fitting cap shall be in place on the discharge side of the valve whenever the tank is being transported.
- E4.6 The Contractor shall be aware that during the winter months the loads may partially freeze during transportation. The Contractor shall have the necessary resources to thaw frozen equipment.
- E4.6.1 Valves, vents and covers on the tanker are also subject to freezing and the Contractor shall configure the equipment to ensure this does not happen.
- E4.7 The loading system is such that the City sets the volume pumped per cycle. Therefore, all tanks used must be able to accommodate the set volume. The volume pumped per cycle will be determined after consultation with the Contractor and a volume setting will be used for each WPCC at the Contract Administrator's discretion.

E4.8 The Contractor shall have equipment to perform any snow clearing and sanding to provide safe access to any WPCC loading/unloading site or Access Roads.

E4.9 Any modifications required to the tanker trailers will be at the Contractors expense and shall be completed fourteen (14) Calendar days prior to the start of the Contract or as required by the Contract Administrator during the term of the Contract.

E5. LOADING AND UNLOADING FACILITIES

E5.1 The Contractor will be responsible for the operation of the sludge pumping/loading/unloading equipment at all of the WPCC. After the award of the Contract, the Contractor will be instructed on site safety and the procedures for operating the sludge pumping/loading equipment at both the SEWPCC and WEWPCC and unloading at the NEWPCC.

E5.1.1 Failure to follow the loading, unloading, and facility access procedure may result in a call-out by City staff which will result in a five hundred (\$500.00) dollar call-out charge to the Contractor.

E5.1.2 The Contractor shall train any replacement/spare staff on the sludge pumping, loading, and unloading equipment at all of the WPCCs and supply training records upon written request by the Contract Administrator. Training staff will be at the Contractor's expense and no compensation will be made.

E5.2 An enclosed loading area is provided at the SEWPCC and WEWPCC. Access to the loading bays is through electrically operated overhead doors. The tractor-trailer unit must be backed into the loading bay at the SEWPCC, while the loading bay at the WEWPCC is a drive through.

E5.2.1 When entering, loading and exiting the sludge bays at the SEWPCC and WEWPCC, vehicles shall not exceed a maximum speed of 10 km/hr through the bay. Vehicles visually observed to be exceeding this speed will result in a five hundred (\$500.00) dollar charge per incident to the Contractor.

E5.2.2 The overhead doors shall be kept closed at all times except when entering or exiting the loading bay.

E5.2.3 The Contractor should be aware that the drivers will only have access to the loading bay area, a control room, and a washroom at each plant. There are alarms on the doors leading into the rest of the treatment plant and activation of an alarm will result in a call-out. The Contractor shall compensate the City in the amount of five hundred (\$500.00) dollars for every call-out caused by the activation of these alarms.

E5.2.4 Three (3) door openers may be provided during the Contract. Maintenance of the three (3) door openers and the cost of additional openers will be at the Contractor's expense. The repair or replacement of door openers will be done at the discretion of the Contract Administrator. If requested the Contractor shall return all door openers in three (3) Business Days.

E5.3 The sludge loading time at both SEWPCC and WEWPCC will vary from eight (8) minutes to more than sixty (60) minutes depending on the level in the holding tanks. There will be no monetary compensation for loading time variations.

E5.4 The unloading area is located at the NEWPCC and is not enclosed. The equipment only allows for the unloading from the rear of the trailer tank.

E5.5 The sludge unloading time at NEWPCC will vary from fifteen (15) minutes to more than sixty (60) minutes depending on the sludge density. There will be no monetary compensation for unloading time variations.

E5.6 When the City causes a delay in the loading or unloading of sludge, the City will compensate the Contractor for any time in excess of one (1) hour. There will be no compensation for delays which are less than one hour or where the City has notified the Contractor twenty-four (24) hours in advance of a requirement to suspend or reschedule hauling. During regular hours, the delay must be brought to the attention of the Contract Administrator within one (1) hour of the

time at which such delay occurred. Failure to notify as specified will result in non-payment of such claims.

E5.7 All WPCC's are operated on a continuous basis, however, operating personnel will be in attendance for the following periods:

- | | |
|-----------------------|---|
| (a) SEWPCC and WEWPCC | 07:30 hours to 16:00 hours
Monday through Friday (except holidays) |
| (b) NEWPCC | 24 hours per day, 7 days per week |

E5.8 Assistance by City staff may be available during these hours of operation. If assistance is required at any other time the Contractor shall contact the NEWPCC at 204-986-4798. The procedure for contacting City personnel and/or the telephone number may be changed during the term of the Contract and the Contractor will be informed of such change.

E5.9 The hours of operation at the WEWPCC and SEWPCC hours may change and the Contractor may be advised in advance of these changes.

E5.9.1 The Contractor will be given keys to gain access during off hours. Replacement keys will be provided by the City and the cost will be deducted from Contractor invoices.

E6. MAINTENANCE OF FACILITIES

E6.1 In addition to Part C – General Conditions, any damage deemed by the Contract Administrator to have been caused by the Contractor to any City property will be repaired by the City and the cost will be deducted from Contractor invoices.

E6.2 The City will attempt to keep the roadways and loading areas at the WPCCs clear of snow and open during regular working hours.

E6.2.1 The Contractor shall be required to clear snow and ice and perform sanding at all WPCCs and Access Roads should the City be unable to or lack the proper equipment to do it in a timely manner or if the Contract Administrator requests that it be done.

E6.2.2 The City will not be responsible for any delays incurred by the Contractor due to blockage of roadways at the loading and unloading sites caused by snowfall or lack of sanding during icy conditions.

E6.2.3 Clearing snow and sanding of the Access Roads and loading bays, should it be required, will be at the Contractors expense and no compensation will be made.

E6.3 It shall be the responsibility of the Contractor for proper housekeeping of the loading area at the SEWPCC and the WEWPCC and the unloading area at the NEWPCC.

E6.3.1 Housekeeping at the NEWPCC shall consist of washing down any spillage at the unloading site and the removal of ice buildup during the winter. Ice removal may require a front-end loader.

E6.3.2 The housekeeping at the SEWPCC and the WEWPCC shall consist of washing down of any spillage in the loading bays whenever it occurs and at least on a daily basis a thorough cleaning of the floor and lower portion of the walls by using suitable cleaning agents and tools.

E6.3.3 Washroom facilities are available at the SEWPCC and WEWPCC loading areas, and are available for the Contractors use. These washrooms must be maintained in a clean condition as part of the housekeeping duties.

E6.3.4 The City will make available a water supply at all three (3) locations. Cleaning agents and tools shall be supplied by the Contractor.

E6.3.5 If the Contractor fails to maintain the cleanliness of the loading and unloading areas to the satisfaction of the Contract Administrator, the City will do the cleanup and the cost will be deducted from the monthly progress payment. This includes but is not limited to blocked interceptors in the loading bays.

- E6.4 The Contractor may store tools, oil, etc. (with the exception of flammable liquids) in the loading area at the SEWPCC and the WEWPCC, provided they are stored in a suitable cupboard acceptable to the Contract Administrator.
- E6.5 The Contractor shall keep equipment clean and presentable at all times and shall ensure that vehicles and tanks are washed at least on a weekly basis.
- E6.6 Under no circumstances shall the contents of the truck tank be emptied in the loading area.
- E6.7 The Contractor shall not park any equipment at any of the WPCC at any time. The Contractor can have equipment on City property only to load or unload sludge. The Contractor's staff shall not park personal vehicles at any of the WPCCs at any time.
- E6.8 No maintenance of any kind of the Contractor's equipment, other than tire repairs, shall be performed at any of the WPCC.

E7. CONSTRUCTION

- E7.1 Throughout the duration of this Contract, construction will be occurring at the WPCCs. During construction the City shall inform the Contractor in advance when the loading and unloading sites are not accessible and hauling must be suspended or rescheduled. Alternate unloading locations may be used at the Contract Administrator's discretion.
- E7.2 Changes in traffic flow and traffic volume may also occur as a result of construction at the WPCCs.
- E7.3 Should it be required to alter the route of travel due to construction or other unforeseen changes including inclement weather it will be at the Contractor's expense and no compensation will be made.
- E7.4 Changes to volumes the Contractor is required to haul with each load may occur due to, but not limited to, construction or WPCC operational requirements. If the Contractor is required to haul smaller volumes for a term no longer than 72 hours in a one (1) month time period, no compensation will be made. There will be no compensation for partial loads during this timeframe.