



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 635-2021

REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

TABLE OF CONTENTS

PART A - PROPOSAL 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	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Experience of Proponent and Subcontractors (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	7
B14. Disclosure	7
B15. Conflict of Interest and Good Faith	8
B16. Qualification	9
B17. Opening of Proposals and Release of Information	10
B18. Irrevocable Offer	10
B19. Withdrawal of Offers	10
B20. Interviews	10
B21. Negotiations	10
B22. Evaluation of Proposals	11
B23. Award of Contract	12

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Objectives	1
D3. Background	1
D4. Scope of Services	2
D5. Initial Project Risks and Responsibilities	4
D6. Cooperative Purchase	4
D7. Definitions	5
D8. Contract Administrator	5
D9. Contractor's Supervisor	6
D10. Notices	6

Submissions

D11. Authority to Carry on Business	6
D12. Safe Work Plan	6
D13. Insurance	7
D14. Contract Security	8
D15. Subcontractor List	8
D16. Equipment List	8

Schedule of Work

D17. Commencement	9
D18. Critical Stages	9
D19. Total Performance	10

D20. Liquidated Damages	10
D21. COVID-19 Schedule Delays	10
Control of Work	
D22. Cooperation with Other Stakeholders	11
D23. Employee Behaviour and Supervision	11
D24. Job Meetings	11
D25. The Workplace Safety and Health Act (Manitoba)	12
D26. Safety	12
D27. Site Cleaning	12
D28. Inspection	12
D29. Deficiencies	13
D30. Orders	13
D31. Records	13
D32. Winnipeg Climate Action Plan and Annual Fuel Reporting	13
Measurement and Payment	
D33. Invoices	14
D34. Payment	14
Warranty	
D35. Warranty	15
Third Party Agreements	
D36. Funding and/or Contribution Agreement Obligations	15
Form H1: Performance Bond	20
Form H2: Irrevocable Standby Letter of Credit	22
Form J: Subcontractor List	24
Form K: Equipment List	25
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Project Management	1
E4. Regulatory Compliance	5
E5. Environmental Preservation and Compliance Statement	6
E6. Quantities	6
E7. Biosolids Characteristics	9
E8. Equipment	10
E9. Operation	10
E10. Health and Safety	13

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 24, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D8.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent 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.

B3.7 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D8.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- 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 Proponent 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/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- 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. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- 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 Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D36. Any such costs shall be determined in accordance with D36.
- 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 Proposals.
- 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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit the following information:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) project schedule (anticipated project schedule and actual project delivery schedule);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described.
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in references may be contacted to verify the work.

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 For evaluation purposes, higher scores will be given to projects that meet the following criteria:

- (a) The Proponent performed the services similar to those described in the Scope of Work, including:
 - (i) Environmental Licensing, working with Regulators and local governing bodies;
 - (ii) Management and operation of land application program;
 - (iii) Regulatory Compliance;
 - ◆ Odour management;
 - ◆ Leachate management;
 - ◆ Management of application and application rates;
 - ◆ Monitoring and reporting.
- (b) The project was completed in the last ten (10) years.

B10.4 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B10.5 If more than three (3) projects are submitted for B10.1(a), only the first three (3) projects provided will be evaluated.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Describe the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in biosolids management and years of experience in a similar role as proposed. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described.
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in references may be contacted to verify the work.
- B11.4 For evaluation purposes, higher scores will be given to Key Personnel with similar roles in projects of similar complexity, scope and value.
- B11.5 If more than two (2) projects are submitted for B11.3, only the first two (2) projects provided will be evaluated.
- B11.6 If a key person is assigned to multiple positions, a separate description is required for each position. The comparable projects may be different for each position.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Include:
- (a) Project Management;
 - (i) Coordination between multiple levels of government;
 - (ii) Engaging with producers, included but not limited to, past and future producers.
 - (b) Regulatory Compliance;
 - (i) Odour management;
 - (ii) Leachate management;
 - (iii) Management of application rates;
 - (iv) Monitoring and reporting.
 - (c) Equipment;
 - (i) Equipment description and plan for delivery – fill out Form K: Equipment;
 - (ii) Maintenance.
 - (d) Operation;
 - (i) Scheduling;
 - (ii) Staging and handling of biosolids;
 - (iii) Contingency plan for wet weather or unsuitable field conditions;
 - (iv) Transportation management;
 - (v) Notification of resident;
 - (vi) Public notification, including but not limited to, public engagement.
 - (e) Health and Safety;
 - (i) Training;
 - (ii) Emergency Response.

- B12.3 For evaluation purposes, higher scores will be given for quality and completeness of the described methodology.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services and be complete with:
- (a) Activity durations;
 - (b) Project meetings;
 - (c) Time constraints for the following:
 - (i) Environmental Licence Approval;
 - (ii) Identify viable lands, including contingencies for each season;
 - (iii) Land Use Agreements between producers and the City;
 - (iv) Transportation management agreements with, but not limited to, the City, Province and Rural Municipalities;
 - (v) Public notifications;
 - (vi) Language Translation.
 - (d) Full biosolids land application;
 - (e) Reasonable review and approval times for the City and other stakeholders. For all documents submitted to the City, the minimum review period is three (3) weeks and should be commensurate to the number of pages and complexity of the document.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B13.3 The Proponent should provide detailed commentary supporting the appropriateness of the schedule.
- B13.3.1 For evaluation purposes, higher points will be given to commentaries clearly supporting the logic and time frames behind the schedule.

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are:

(a) N/A

B14.3 Additional Material:

(a) [Annual Biosolids Report 2020](#)

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent'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 RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.

B15.4 Without limiting B15.3, 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 Proponent 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.

B15.5 Without limiting B15.3, 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 Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;

- (b) require the removal or replacement of any Key Personnel 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 Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B16.2 The Proponent 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>

B16.3 The Proponent 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).

B16.4 Further to B16.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), 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/>.)

B16.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B16.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission 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).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: | (pass/fail) |
| (c) Total Bid Price; | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 30% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 15% |
| (f) Project Understanding and Methodology (Section E) | 10% |
| (g) Project Schedule. (Section F) | 5% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 Further to B22.1(c), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that their past project experience is similar in size and complexity.
- B22.5 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.6 Further to B22.1(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.
- B22.6.1 Further to B22.1(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.
- B22.7 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.

- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B22.14 This Contract will be awarded as a whole.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, 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 Proposal 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.5 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D36 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

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 Request for Proposal 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.
- D1.2 Further to C8, the Contractor shall grant the City access to the Delivery Site(s) and Application Sites so the City can confirm that the Work is in compliance with the Contract.

D2. PROJECT OBJECTIVES

- D2.1 The project objective is to manage biosolids land application to maximize the beneficial use of biosolids, minimize the associated risks and to comply with all applicable regulations.

D3. BACKGROUND

- D3.1 According to the Manitoba Water Protection Act, the City of Winnipeg wastewater biosolids must be beneficially re-used and nutrients must be recovered and recycled to the maximum extent possible.
- D3.2 The City submitted a Biosolids Master Plan in 2014 to the Regulator that outlines the 30 year plan for biosolids management. It is posted on the Regulator's website: https://www.gov.mb.ca/sd/eal/registries/963.2/city_of_winnipeg_biosolids_masterplan.pdf. The Biosolids Master Plan includes multiple beneficial re-use strategies for maximum flexibility and robustness. The Biosolids Master Plan recommended application of biosolids to agricultural land as one of the beneficial re-use strategies. This RFP is specific to biosolids land application.
- D3.3 An extensive public engagement process was conducted to assist in developing the Biosolids Master Plan. All public engagement efforts are found on the project's Biosolids Land Application website: <https://www.winnipeg.ca/waterandwaste/publicengagement/biosolids-land-application/default.stm>
- D3.4 The City of Winnipeg operates three wastewater treatment plants: the North End Sewage Treatment Plant (NEWPCC), South End Sewage Treatment Plant (SEWPCC) and West End Sewage Treatment Plant (WEWPCC). Currently, all City of Winnipeg municipal sludge is produced at or hauled to NEWPCC where it is anaerobically digested to produce biosolids.
- D3.5 Biosolids are currently managed in a number of ways to achieve beneficial reuse. This includes up to 20,000 wet tonnes of biosolids produced are land applied during the warmer months (May – October), the remaining biosolids produced are incorporated into one of the Solid Waste Soil Fabrication programs that operate at Brady Road Resource Management Facility (BRRMF) and Summit Landfill. A small portion of the biosolids produced have been used in the composting pilot program at BRRMF. The 2020 City of Winnipeg Biosolids Compliance report can be found on the City of Winnipeg's website: https://www.winnipeg.ca/waterandwaste/pdfs/sewage/complianceReporting/Biosolids/1089ERR_2020.pdf
- D3.6 To date in 2021, 16,932 wet tonnes of biosolids were land applied to agricultural lands through the Biosolids Land Application Program. The remaining biosolids produced were incorporated into the Soil Fabrication Programs located at both BRRMF and Summit Landfill. No biosolids were composted at the BRRMF Composting Pilot Program or disposed of directly through land fill.

D3.7 Recent Biosolids Production

Year	Wet Tonnes	Dry Tonnes	Average Solids Concentration	Land Application Tonnes
2017	50,208	13,577	27.1	2,904**
2018	52,571	13,874	26.5	10,933
2019	54,313	14,437	26.5	13,907
2020	54,328	13,452	24.9	11,174
2021	52,961 (projected)	12,490 (projected)	23.7 (projected)	16,932

**2017 was the pilot year for the biosolids land application program and took place over 4 weeks.

D3.8 Information on the City's biosolids characteristics can be found within the City's compliance reports to the Regulator, available at the following website:
<https://winnipeg.ca/waterandwaste/sewage/compliance.stm>

D4. SCOPE OF SERVICES

D4.1 The Work to be done under the Contract shall consist of a full biosolids land application program operated in the Rural Municipalities near the City of Winnipeg for the period from November 1, 2022 until October 31, 2024, with the option of two (2) mutually agreed upon two (2) year extensions.

D4.1.1 Notwithstanding C12, the unit prices for Land Application for Year 2, Year 3, Year 4, Year 5 and Year 6 of the work will be increased or decreased solely by the percentage increase or decrease in the weighted average of **Statistics Canada Consumer Price Index for Manitoba – All Items (CPI)** and **Statistics Canada – Monthly average retail prices for gasoline and fuel oil, by geography (Winnipeg, Manitoba), Diesel fuel at self serving filling stations (MPD)**. The unit prices for Land Application in the extensions of the contract will be increased or decreased annually in the same manner as Year 2.

(a) The calculation to be performed to arrive at the unit prices for Land Application for Year 2 of the Work and subsequent extensions is as follows:

- (i) Year 2 Unit Price = Unit Price in Form B x (0.5 x CPI_{year 1} + 0.5 x MPD_{year 1})
- (ii) Year X Unit Price = Unit Price (Previous Year) x (0.5 x CPI_{Previous Year} + 0.5 x MPD_{Previous Year})

(b) CPI to be used for unit price (Year 2/X) calculations shall be the most recent annual percent change to the CPI, found on <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413> on the first business day of November each year.

(i) If CPI is less than 0%, 0% shall be used.

(c) MPD to be used for unit price (Year 2/X) calculations shall be the monthly average percent change in retail price of diesel fuel from May to September of the most recent complete data. MPD found on

<https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810000101>

(i) The maximum allowable price change regarding MPD shall be no greater than +/-10% from the previous year.

D4.1.2 Notwithstanding C12, the unit prices for Road Construction for Year 2 of the work will be increased or decreased solely by the percentage increase or decrease in the weighted average of **Statistics Canada Consumer Price Index for Manitoba – All Items (CPI)**.

The unit prices for Road Construction in the extensions of the contract will be increased or decreased annually in the same manner as Year 2.

(a) The calculation to be performed to arrive at the unit prices for Road Construction for Year 2 of the Work and subsequent extensions is as follows:

- (i) Year 2 Unit Price = Unit Price in Form B x (CPI_{year 1})
- (ii) Year X Unit Price = Unit Price (Previous Year) x (CPI_{Previous Year})

(b) CPI to be used for unit price calculations shall be the most recent annual percent change to the CPI, found on

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413> on the first business day of November of each year.

- (i) If CPI is less than 0%, 0% shall be used.

D4.1.3 Notwithstanding C12, the unit price for consulting services in Year 2 of the work and the two (2) additional two (2) year extensions for the RFP will be adjusted by a mutually agreed negotiated change.

D4.1.4 The City may negotiate the extension option with the Proponent within three hundred sixty-five (365) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D4.1.5 Changes resulting from such negotiations shall become effective on November 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D4.1.6 Proponents 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.

D4.2 The major components of the Work are as follows and described in detail in Part E - Specifications:

- (a) Project Management;
- (b) Regulatory Compliance;
 - (i) Odour management;
 - (ii) Leachate management;
 - (iii) Management of application rates;
 - (iv) Monitoring and reporting.
- (c) Equipment;
 - (i) Supply equipment;
 - (ii) Operate equipment;
 - (iii) Maintain equipment.
- (d) Operation;
 - (i) Procuring sites, planning, scheduling;
 - (ii) Storage, Staging and handling of biosolids;
 - (iii) Contingency plan for wet weather;
 - (iv) Notification of residents;
 - (v) Application, spreading and incorporation into soil.
- (e) Health and Safety;
 - (i) Safeguards;
 - (ii) Training;
 - (iii) Emergency Response.

D4.2.1 Note that the biosolids will be transported from NEWPCC to the land application Storage Site(s) under an existing City contract.

- D4.3 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.
- D4.3.1 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.
- D4.3.2 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.
- D4.4 Notwithstanding D4.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.
- D4.5 Notwithstanding D4.1, 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. The Contractor will be paid for all Work rendered up to the time of termination.

D5. INITIAL PROJECT RISKS AND RESPONSIBILITIES

- D5.1 The Risk and Responsibility Matrix is provided following Section D of the RFP. The Contractor shall take ownership of all risks and responsibilities that are designated to the Contractor in the Risk and Responsibilities Matrix.

D6. COOPERATIVE PURCHASE

- D6.1 The Contractor is advised that this is a cooperative purchase.
- D6.2 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.
- D6.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D6.4 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.
- D6.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D6.6 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 D6.4 and D6.5 will apply.
- D6.7 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.

D6.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D7. DEFINITIONS

D7.1 When used in this Request for Proposal:

- (a) "**Application Season**" is defined as the six (6) months between May 1 and October 31;
- (b) "**Application Site**" means agricultural land where biosolids are applied;
- (c) "**Biosolids**" means wastewater residuals after digestion and dewatering;
- (d) "**BNR**" means biological nutrient removal;
- (e) "**BRRMF**" means Brady Road Resource Management Facility;
- (f) "**Delivery Site**" means Site where biosolids are delivered;
- (g) "**DWF**" means Dry Weather Flow;
- (h) "**EAL**" means Environment Act License;
- (i) "**EAP**" means Environment Act Proposal;
- (j) "**IAP2**" means International Association for Public Participation;
- (k) "**MLD**" means mega litres per day;
- (l) "**NEWPCC**" means North End Sewage Treatment Plant;
- (m) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
- (n) "**Proposal**" means the offer contained in the Proposal Submission;
- (o) "**Proposal Submission**" means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (p) "**Regulator**" means Manitoba Conservation and Climate, formerly named Manitoba Sustainable Development;
- (q) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, the General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (r) "**RFI**" means Request for Information;
- (s) "**RFP**" means Request for Proposal;
- (t) "**RM**" means Rural Municipality;
- (u) "**SEWPCC**" means South End Sewage Treatment Plant;
- (v) "**Sludge**" means wastewater residuals before digestion;
- (w) "**Storage Site**" means the designated area where biosolids are deposited and stored until land applied;
- (x) "**Transportation Management Plan**" means the written document detailing the travel route of biosolids from NEWPCC to the Delivery and Application Site(s) and the purposed maintenance of the Rural Municipal roads;
- (y) "**WEWPCC**" means West End Sewage Treatment Plant;
- (z) "**WinGRO**" means the City of Winnipeg biosolids utilization program;
- (aa) "**WSTP**" means Winnipeg Sewage Treatment Program.

D8. CONTRACT ADMINISTRATOR

D8.1 The Contract Administrator is:
Matthew Klownik, C.E.T.
Wastewater Contract Officer

Telephone No. 204-805-3313
Email Address.: mklowak@winnipeg.ca

- D8.2 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.

D9. CONTRACTOR'S SUPERVISOR

- D9.1 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.
- D9.2 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.
- D9.2.1 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.

D10. NOTICES

- D10.1 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.
- D10.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D8.
- D10.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. SAFE WORK PLAN

- D12.1 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.

D12.2 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>

D12.3 Notwithstanding B16.4 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.

D13. INSURANCE

D13.1 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

D13.2 The Contractor and/or subcontractor(s) hired in connection with the Land Application and Road Construction shall provide the following additional evidence of insurance, in addition to D13.1 (a):

- (a) Property insurance for all contractor's equipment used in connection with the RFP and for any and all storage facilities/buildings
- (b) If required, 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;
- (c) Contractor's Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate insuring against claims covering third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to remain in place during the performance of the Work and throughout the warranty period;

D13.3 The Contractor and/or subconsultant hired in connection with the Consulting Services shall provide the following additional evidence of insurance, in addition to D13.1 (a):

- (a) Professional liability insurance in the amount of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Such policy to remain in place during the performance of the Work and throughout the warranty period.

D13.4 Deductibles shall be borne by the Contractor.

D13.5 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, if applicable.

D13.6 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.

D13.7 All policies must be taken out with insurers licenses to carry on business in the Province of Manitoba.

D13.8 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.

D14. CONTRACT SECURITY

D14.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D14.1.1 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 D14.1.1(b).

D14.1.2 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.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.1.4 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.

D14.2 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.

D15. SUBCONTRACTOR LIST

D15.1 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.

D16. EQUIPMENT LIST

D16.1 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.

- D16.2 The Bidder shall complete Form K: Equipment giving a list of:
- (a) The minimum quantity of equipment in first class working condition that the Contractor proposed to employ on the Work; and
 - (b) Additional equipment in first class working condition that the Contractor is prepared to employ on the Work if required by the Contract Administrator.
- D16.3 All used equipment shall be subject to inspection and approval by the Contract Administrator.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 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.
- D17.2 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14;
 - (vi) the Subcontractor list specified in D15;
 - (vii) the equipment list specified in D16; and
 - (viii) the direct deposit application form specified in D34.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D17.3 The Contractor shall not commence the Work on the Site before November 1, 2022.

D18. CRITICAL STAGES

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) All land titles of the identified required lands (27,500 wet tonnes worth), this includes appropriate contingencies (7,500 wet tonnes worth), for the upcoming biosolids land application season shall be submitted by the Contractor for the approval of the Contract Administrator no later than December 1 before the Application Season;
 - (b) RM written approval of proposed lands shall be submitted to the Contract Administrator no later than January 14 before the Application Season;
 - (c) Spreading operation to cease no later than November 10 after the Application Season or unless otherwise stated in the Environmental Licence or as directed by the Contract Administrator;
 - (d) Completion of site cleanup and restoration to conditions found before site occupancy no later than November 30 after the Application Season;
 - (e) Annual report submitted to the City for review by December 31 after the Application Season.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by January 31 after the Application Season.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The Contract Administrator considers Total Performance to include but not limited to, the Annual Report, Digital Data and Completion of site cleanup, restoration of the site(s) and road work to conditions found prior to occupancy.
- D19.4 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Land Titles - One Thousand Five Hundred dollars (\$1,500.00);
 - (b) RM written approval – One Thousand Five Hundred dollars (\$1,500.00);
 - (c) Complete spreading operation - One Thousand Five Hundred dollars (\$1,500.00);
 - (d) Completion of site cleanup and restore site(s) to conditions found prior to occupancy – One Thousand Five Hundred dollars (\$1,500.00)
 - (e) Annual Report – One Thousand Five Hundred dollars (\$1,500.00);
 - (f) Total Performance – One Thousand Five Hundred dollars (\$1,500.00).
- D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. COVID-19 SCHEDULE DELAYS

- D21.1 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.
- D21.2 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.
- D21.3 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.
- D21.4 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 D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D21.5 The Work schedule, including the durations identified in D18 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D21.6 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

D22. COOPERATION WITH OTHER STAKEHOLDERS

D22.1 Further to C6, other stakeholders have been or may work with the City that may require the Contractor to interact with during the course of carrying out this Contract. In particular, other stakeholders may include:

- (a) Current biosolids hauling contractor;
- (b) Various agencies from municipal and provincial governments;
- (c) Brady Road Resource Management Facility;
- (d) Summit Road Landfill;
- (e) Farm Producers.

D22.2 The Contractor shall cooperate and make suitable working arrangements with other stakeholders to ensure satisfactory execution of the Work.

D22.3 All arrangements shall have the approval of the Contract Administrator in writing and should a disagreement occur or should Contractor and other stakeholders be unable to reach a satisfactory working arrangement for carrying out the Work, the Contract Administrator shall determine the manner for carrying out the Work or the arrangements necessary for proper protection or execution of the Work. The Contractor shall not be entitled to any additional payment for Work required or delays caused by interaction between the Contractor and stakeholders or on instructions from the Contract Administrator. The Contractor, however, shall assume full responsibility for Work so arranged or so directed by the Contract Administrator.

D23. EMPLOYEE BEHAVIOUR AND SUPERVISION

D23.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to persons working on behalf of the City and shall without limitation ensure that employees:

- (a) behave in a courteous manner;
- (b) obey all posted safety rules;
- (c) leave all furnishings, equipment etc. moved during inspection and testing, in an "as found" condition at the completion of the Work;
- (d) use their own radio(s) or cellular telephones necessary for onsite communication.

D24. JOB MEETINGS

D24.1 Regular bi-weekly job meetings will be held at the Site, unless otherwise indicated by the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D25.1 Further to B16.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B16.4.

D26. SAFETY

D26.1 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.

D26.2 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.

D26.3 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.

D27. SITE CLEANING

D27.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D27.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified. Tools and equipment required for site clean up are the responsibility of the contractor.

D27.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors to the satisfaction of the Contract Administrator.

D28. INSPECTION

D28.1 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.

D28.2 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.

D29. DEFICIENCIES

D29.1 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.

D30. ORDERS

D30.1 The Contractor shall provide an email, a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D31. RECORDS

D31.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D31.2 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.

D31.3 The Contractor shall provide the Contract Administrator with a copy of the records and reports as described in Part E – Specifications, as required.

D31.4 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.

D32. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D32.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

D32.2 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)

D32.3 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).

D32.4 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).

D32.5 Any other information requested by the Contract Administrator.

- D32.6 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

D33. INVOICES

- D33.1 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

- D33.2 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.

- D33.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D34. PAYMENT

- D34.1 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.

- D34.2 All Land Application payments will be made on a unit basis, per wet tonne of biosolids applied, approved by the Contract Administrator.

- D34.3 Further to C12, the weight of biosolids measured for payment will be based on the amount recorded on the City of Winnipeg's computer system at the NEWPCC dewatering facility. A weigh ticket will be provided for each load and the weight indicated on the tickets shall be totaled monthly and used for monthly invoicing.

- D34.4 A unit price shall be supplied for costs incurred to ensure access for biosolids hauling equipment to the land application storage sites or fields. This unit price, by lineal metre of new roadway and private approach constructed, shall include but is not limited to; all roadway construction / improvement works required to install and maintain access to necessary lands, the acquisition of all applicable permits and regulatory approvals, and associated roadway signage.

- D34.5 A unit price, by cubic meter, shall be provided for the supply, delivery and placement of road gravel. The Contractor shall supply gravel for road repairs, at a price specified on Form B: Prices, whenever the Contract Administrator requests such work. The gravel must be supplied within 24 hours of being ordered.

- D34.6 A unit price, by lineal meter, shall be provided for the grading of existing access roads.
- D34.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D34.2 Whole and partial payments for monthly invoicing will be made in reference to E9.5.2, as agreed to by the Contract Administrator.

WARRANTY

D35. WARRANTY

- D35.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 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.
- D36.2 Further to D36.1, in the event that the obligations in D36 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.
- D36.3 For the purposes of D36:
- (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.
- D36.4 Modified Insurance Requirements
- D36.4.1 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.
- D36.4.2 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.
- D36.4.3 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.
- D36.4.4 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.

D36.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D36.5 Indemnification By Contractor

D36.5.1 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.

D36.6 Records Retention and Audits

D36.6.1 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.

D36.6.2 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 D36.6.1 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.

D36.7 Other Obligations

D36.7.1 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.

D36.7.2 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.

D36.7.3 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.

D36.7.4 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.

D36.7.5 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.

D36.7.6 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.

Risk and Responsibilities Matrix		
Note: Responsibility is denoted with an X. If the responsibility is shared, it is noted which party holds the primary responsibility and which party holds the secondary responsibility.		
Responsibilities	Contractor	City of Winnipeg
Biosolids treatment and processing at NEWPCC		X
Public engagement	X (Primary)	X (Secondary)
Consult and work with Rural Municipalities and communities	X (Primary)	X (Secondary)
Marketing to agricultural community	X	
Prepare Public Engagement materials	X	
Plan and coordinate Public Engagement events	X (Primary)	X (Secondary)
Secure land for application	X	
Prepare Nutrient Management Plans	X	
Determine application rates	X	
Plan and coordinate land application schedule	X (Primary)	X (Secondary)
Notify residents of application schedule	X	
Communicate with concerned residents	X	
Management and operation of biosolids land application	X (Primary)	X (Secondary)
Transport biosolids to Delivery Site(s)		X
Unload biosolids at Delivery Site(s)		X
Biosolids staging and handling at Delivery Site(s)	X	
Temporary structures/processes for storing biosolids at Delivery Site(s)	X	
Odour management	X	
Transportation management plan	X	
Leachate management	X	
Transportation of biosolids after delivery	X	
Spreading biosolids and incorporation into soil	X	
Supply, operate and maintain all equipment for biosolids land application	X	
Sampling of biosolids, soil, water, etc.	X	
Monthly reporting to City	X	
Annual reporting to City	X	

Reporting to Regulator as per Environment Act Licence	X	
Prepare notice of alteration to the Environment Act for land application as required	X (Primary)	X (Secondary)
Submit notice of alteration to the Environment Act to the City for review	X	
Submit final notice of alteration to the Environment Act to the Regulator	X (Primary)	X (Secondary)
Health and Safety for biosolids land application	X	
Reporting, containment, clean up, restoration, etc. of affected area for any spills during biosolids land application. See Environmental Preservation and Compliance Statement in Appendix 1.	X	
<p>Note: Once the Environment Act Licence (EAL) for biosolids land application is issued by the Regulator, it is the City's intention to enter into a subsequent agreement with the Contractor to transfer the responsibility of specific clauses of the EAL to the Contractor. The matrix above provides a high-level outline of the clauses to be transferred to the Contractor.</p>		

FORM H1: PERFORMANCE BOND
(See D14)

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

RFP NO. 635-2021

REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D14)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 635-2021

REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

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)

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>Specification No.</u>	<u>Specification Title</u>
S1	https://www.gov.mb.ca/sd/eal/registries/963.2

E1.3 Proponents 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. SERVICES

E2.1 The Contractor shall conduct biosolids storage and land application in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Consulting Services shall include managing the overall land application operation and related tasks. See E3 Project Management, E4 Regulatory Compliance, E5 Environmental Preservation and Compliance Statement and E9 Operation for further specifications.

E2.3 Item No. 2 – Land Application shall be the storage of biosolids, the subsequent spreading of the biosolids onto fields and tasks related to those activities. See E9 Operation for further specifications.

E2.4 Item No. 3 – Road Construction shall be the construction and maintenance of roads required to access the worksites. See E9.10 Road Construction and Maintenance for further specifications.

E3. PROJECT MANAGEMENT

E3.1 Communication

E3.1.1 The Contractor shall have staff available seven (7) days per week to communicate with the City.

(a) In the event that the main contact will not be available, the Contractor must provide an alternative contact for the Contract Administrator who is able to perform the same duties as the main contact and can act on the Contractor's behalf.

(i) This alternative contact shall be from the same company.

(ii) Alternative contact shall be knowledgeable of the land application program and be aware of recent developments regarding the program.

(iii) Alternative contact shall be available for all scheduled meetings.

E3.1.2 The Contractor shall maintain means of communication, such as cellular telephones, with all their staff involved with the Contract.

E3.2 Land Acquisition

(a) Contractor is responsible for all acquisition of required lands.

(i) Lands are subject to the approval of Contract Administrator as per requirements stated in clause E9.6.2.

(ii) Lands must be submitted to and approved by Contract Administrator by December 1 before the Application Season as stated in D18 Critical Stages.

- (b) The identification of all required lands (20,000 wet tonnes worth), including additional appropriate contingencies (7,500 wet tonnes worth) for the upcoming biosolids land application season must be submitted by the Contractor for the approval of The Contract Administrator no later than December 1 before the Application Season as stated in D18 Critical Stages.
 - (i) The identified lands require to be owned/operated by at least two (2) separate land owners/producers.
 - (ii) The identified lands shall have at least two (2) separate transportation routes.
 - (iii) These lands may be located within one (1) or more municipalities.
- (c) All land titles for required and contingent land as well as RM written approval of land use proposal must be submitted for the approval of the Contract Administrator no later than January 14 before the Application Season as stated in D18 Critical Stages.

E3.3 Transportation Management Plan

- E3.3.1 The Contractor is responsible for identifying all transportation route for the hauling of Biosolids from NEWPCC to the Delivery and Application Site(s).
- E3.3.2 The Transportation route shall be presented and approved, as the Transportation Management Plan, by the Contract Administrator, Municipal Government(s) that the route is located within and, as required, Provincial Government.
- E3.3.3 The Transportation Management Plan shall include but is not limited to;
 - (a) Delivery and Application Site(s) and Producer(s);
 - (b) Travel route from NEWPCC to the Delivery and Application Site(s);
 - (c) Transportation vehicle specifics including but not limited to;
 - (i) Weight, loaded and empty;
 - (ii) Speed traveled while traveling on Rural Municipal roads and while passing residential yard sites.
 - (d) Purposed road maintenance of Rural Municipal roads;
 - (e) Contact information;
 - (f) Purposed start and end dates of hauling;
 - (g) Days and times of purposed hauling.
- E3.3.4 The transportation route shall include but not limited to the following considerations;
 - (a) Distance from NEWPCC;
 - (b) Road classification;
 - (c) Road restrictions and obstacles;
 - (d) Residential homes located along the route;
 - (e) Distance of gravel road traveled.
- E3.4 Meetings
 - E3.4.1 Throughout the Contract, the Contractor shall meet regularly with the City to discuss progress, risks, schedule, etc. The meetings should be shown in Contractor's project schedule.
 - E3.4.2 Additional meetings can be accommodated to suit the Contractor's requirements, and should be shown in the project schedule.
- E3.5 Risk Management
 - E3.5.1 The Risk and Opportunity Register shall be updated annually by the City and forwarded to the Contractor.

- (a) The Contractor shall review the Risk and Opportunity Register and provide comments on risks and proposed mitigation strategies within three (3) weeks of receiving the document.
 - (b) The Contractor shall integrate the approved Risk and Opportunity mitigations and recommendations into the execution of the Project.
 - (c) Upon completion of the season, the register will be updated by all parties.
- E3.5.2 The Contractor shall take ownership of all risks that are designated under the Contractor's responsibility.
- E3.6 Project Plan
 - E3.6.1 The Project Plan shall be updated annually by the Contractor.
- E3.7 Reporting
 - E3.7.1 The Contractor is required to function in a co-operative, coordinated and responsive manner with the City, the public and other stakeholders. All administrative functions such as reporting, invoicing and recording of public inquiries must be maintained in a consistent and effective manner.
 - E3.7.2 The Contractor shall submit a monthly report to the City during the application season, due the 15th day of each month, for all Work performed during the previous calendar month, with the following details, where applicable:
 - (a) Total tonnage of biosolids applied per month and year to date;
 - (b) Details of the year to date application activities. For each Application Site, include the location, area spread, tonnage spread, application rate and application date(s);
 - (c) Summary of results for biosolids sampling, soil and water sampling, including locations, quantities and analytical data;
 - (d) Copies of Nutrient Management Plan(s);
 - (e) Summary of all queries and complaints about biosolids land application, the response given and any follow-up actions;
 - (f) Summary of all incidents, accidents and spills including corrective and/or preventative action taken;
 - (g) Invoice for Work completed.
 - E3.7.3 The Contractor shall submit an annual report to the City on or before the 15th day of January for each year the Contract is in force, with the following information, where applicable:
 - (a) Details of biosolids land application carried out during the previous calendar year. For each Application Site, include the location, area spread, tonnage spread, application rate and application date(s);
 - (b) Details of the biosolids land application proposed to be carried out during the one (1) year period following the issuance of the report. For each proposed Application Site, include the location, spreadable area, proposed tonnage, proposed application rate and proposed date(s) of application;
 - (c) Summary of results for biosolids sampling, soil and water sampling, including locations, quantities and analytical data;
 - (d) Summary of results from odour assessments;
 - (e) Copies of Nutrient Management Plan(s);
 - (f) Summary of all queries and complaints, the response given and any follow-up actions;
 - (g) Summary of all incidents, accidents and spills including corrective and/or preventative action taken;
 - (h) Recommended changes;

(i) Other requirements outlined in the Environment Act Licence.

E3.7.4 The requirements for the annual report are subject to change, depending on the reporting requirements in the Environment Act Licence. The annual report requirements to the city outlined in E3.7.3 can be adjusted to suit the Environment Act Licence requirements.

E3.7.5 The Contractor shall submit reports to the Regulator as outlined in the Environment Act Licence.

E3.7.6 If the monthly report(s) and/or the annual report are submitted to the City after the outlined dates, payment may be withheld until the report(s) are submitted.

E3.8 Notification

E3.8.1 The Contractor shall notify residents prior to storage of biosolids. The notification process may be different for each Rural Municipality. A record of these notifications shall be provided to the City within 24 hours of the notification having been made. All notifications must be bilingual.

E3.8.2 The Contractor shall have staff available to answer questions from the public during application and shall provide a contact number for people to call. The Contractor shall inform the City within 24 hours of any public contact.

E3.8.3 The Contractor shall respond to any questions or queries from the public within 24 hours.

E3.8.4 Public support is fundamental to the success of biosolids land application. The Contractor shall make every effort to generate a perception, on the part of the public, that the Contractor's operations are well organized and that his equipment and work areas are clean.

E3.9 Public Engagement

E3.9.1 Engage Rural Municipalities, communities and future agricultural producers.

E3.9.2 Plan, prepare and coordinate public engagement events as required by the Contract Administrator.

E3.10 Odour Management

E3.10.1 The Contractor is responsible for maintaining the Storage Site in order to minimize foul odours to surrounding residents. This includes covering with straw, cleaning up biosolids on rig mats and maintaining equipment cleanliness by removing excess biosolids daily.

E3.10.2 The Contractor is responsible for odour assessments during storage and spreading that meet the requirements of our environmental licence, Provincial and Federal regulations and include, as a minimum:

- (a) Bi-weekly odour assessments of the stockpiled biosolids at each storage site.
- (b) Two odour assessments during the land application of biosolids.

E3.10.3 Collecting odour assessment data and maintaining over the term of the contract while providing the information to the city at the end of the contract.

- (a) Results of odour assessment to be provided in annual report.

E3.10.4 Any costs incurred by the Contractor to develop and implement an odour management plan specific to each land application season, external to odour monitoring, are to be borne by the Contractor and are not eligible for payment. This includes, but is not limited to, the acquisition and placement of straw bales or other material for cover and odour suppressant.

E3.11 Data Management

E3.11.1 Contractor is responsible for collecting and maintaining information as part of data management activities.

- (a) The database shall be developed by and housed on the Contractor's server.

- (b) Formatting and data management program is subject to approval by the Contract Administrator.
- (c) The data shall be fully and easily transferable to the City on an annual basis and supplied in a digital format acceptable to the contract administrator.
- (d) The annual data transfer shall include the data from the preceding year as well as the updated data from all previous years.

E3.11.2 The database shall include the following, but is not limited to:

- (a) Land owner and farm producers contact information;
- (b) Land titles;
- (c) Soil series suitability;
- (d) Canadian Land Inventory Dryland Agricultural Capability;
- (e) Nutrient management plan;
- (f) Residual soil analysis;
- (g) Cropping systems and rotational information including specialty crop limitations;
- (h) Application restrictions;
- (i) Buffer zones;
- (j) Complaints;
- (k) Notification needs;
- (l) Compliance records.

E4. REGULATORY COMPLIANCE

E4.1 General

E4.1.1 The Contractor shall operate biosolids land application in compliance with all applicable standards, regulations and legislative requirements, including but not limited to:

- (a) The Environment Act Licence for biosolids land application issued by the Regulator;
- (b) The Nutrient Management Regulation 62/2008
https://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=62/2008
- (c) The Water Protection Act C.C.S.M. c. W65
<https://web2.gov.mb.ca/laws/statutes/ccsm/w065e.php>

E4.1.2 The Contractor shall, as a minimum, utilize the most current industry best management practices, including but not limited to:

- (a) The Canadian Council of Ministers of the Environment (CCME) Guidance Document for the Beneficial Use of Municipal Biosolids, Municipal Sludge and Treated Septage,
https://publications.gc.ca/collections/collection_2013/ccme/En108-4-56-2012-eng.pdf

E4.1.3 The Contractor shall coordinate and obtain written approval/permit(s) where required such as approval from the Rural Municipalities, etc.

E4.2 Application Limits

E4.2.1 The Contractor must operate biosolids land application in accordance with the Nutrient Management Regulation, including but not limited to, the nutrient application limits, restrictions, requirements, etc.

E4.2.2 The Contractor must have personnel qualified to prepare Nutrient Management Plans in accordance with the Nutrient Management Regulation. Copies of the certifications must be available to the City upon request.

E4.3 Monitoring and Sampling

- E4.3.1 The Contractor shall comply with all monitoring and sampling requirements for biosolids land application, including but not limited to:
- (a) Requirements outlined in the Environment Act Licence;
 - (b) Requirements outlined in the Nutrient Management Regulation;
 - (c) CCME Guidelines;
 - (d) Industry best management practices.

E4.4 Reporting

- E4.4.1 The Contractor shall comply with all reporting requirements for biosolids land application, including but not limited to:
- (a) Requirements outlined in E3.7;
 - (b) Requirements outlined in the Environment Act Licence;
 - (c) Requirements outline in the Nutrient Management Regulation;
 - (d) CCME Guidelines;
 - (e) Industry best management practices.

- E4.4.2 The Contractor shall keep detailed up-to-date records of activities related to the Contract. Records to be kept by the Contractor shall include the following:

- (a) Environment Act Proposal;
- (b) Environment Act Licence and amendments;
- (c) Nutrient Management Plans;
- (d) Tonnage of biosolids received;
- (e) Tonnage of biosolids stored and applied;
- (f) Results of any lab analysis of biosolids, biosolids product, soil, water, etc.;
- (g) Details of complaint calls, with the name and address of caller and actions taken;
- (h) All report and invoices generated for the City of Winnipeg.

- E4.4.3 The Contractor shall turn over all electronic and paper copies of all records to the City at the termination of the contract.

E5. ENVIRONMENTAL PRESERVATION AND COMPLIANCE STATEMENT

- E5.1 The Contractor and their Subcontractors, Subconsultants or partners shall be aware of their obligation as stated in the Wastewater Services Environmental Preservation and Compliance Statement in Appendix 1.
- E5.2 Further to the Environmental Preservation and Compliance Statement, the Contractor is responsible for the immediate cleanup of **any spillage** resulting from the Contractor's operation. Any spillage must be cleaned up within four (4) hours of occurrence. In the event the City is forced to cleanup such spillage, all costs in this regard will be charged to the Contractor and deducted from his payment for Work actually done, as further set out in E9.7 Damages.
- E5.3 Two (2) major incidents of spillage (greater than one (1) tonne) as determined by the Contract Administrator in any twelve (12) month period of the Contract may be cause for termination of the Contract.

E6. QUANTITIES

E6.1 General

- E6.1.1 The monthly production of biosolids from the NEWPCC dewatering facility and the monthly amount hauled to land application for the past five years is shown in Table 1. 2017 was the

pilot year for the land application project and tonnages were not tracked. Spreading of biosolids is completed after the removal of the crop, this occurs in the fall of each year.

Table 1: Monthly Biosolids Production January 2017 – December 2020

Year	Month	Wet Tonne	Dry Tonne	% Total Solids
2017	January	4095	1104	26.9
2017	February	3841	1078	28.2
2017	March	4897	1474	30.1
2017	April	3829	1173	30.7
2017	May	4720	1341	28.3
2017	June	4452	1174	26.5
2017	July	4046	1123	28.1
2017	August	4518	1194	26.5
2017	September	3738	970	25.9
2017	October	3553	896	26.0
2017	November	4332	1012	23.4
2017	December	4187	1038	24.8
2017		Total: 50,208	Total: 13,577	Average: 27.1

Year	Month	Wet Tonne	Dry Tonne	% Total Solids	Land Application
2018	January	4354	1094	25.2	
2018	February	3829	1043	27.3	
2018	March	4627	1377	29.7	
2018	April	4673	1393	29.7	
2018	May	4541	1228	27.0	
2018	June	4322	1170	28.7	
2018	July	4291	1152	26.7	2380
2018	August	4198	1073	25.6	4098
2018	September	4479	1123	25.0	3959
2018	October	5305	1306	24.6	496
2018	November	3711	904	24.5	
2018	December	4241	1011	23.8	
2018		Total: 52,571	Total: 13,874	Average: 26.5	Total: 10,933

Year	Month	Wet Tonne	Dry Tonne	% Total Solids	Land Application
2019	January	4176	987	23.9	

2019	February	4127	1056	25.6	
2019	March	4877	1483	30.2	
2019	April	5118	1573	30.5	
2019	May	5192	1491	28.8	
2019	June	4283	1129	26.5	1804
2019	July	5149	1361	26.5	4936
2019	August	4173	1062	25.5	4173
2019	September	4170	1049	25.3	2994
2019	October	4176	1094	26.4	
2019	November	4274	1039	24.5	
2019	December	4599	1114	24.3	
2019		Total: 54,313	Total: 14,437	Average: 26.5	Total: 13,907

Year	Month	Wet Tonne	Dry Tonne	% Total Solids	Land Application
2020	January	4928	1193	24.3	
2020	February	3921	995	25.3	
2020	March	5789	1458	25.2	
2020	April	5314	1501	28.4	
2020	May	3915	1043	26.7	
2020	June	4659	1236	26.5	
2020	July	4567	1250	27.4	1380
2020	August	4168	953	24.6	4168
2020	September	4159	948	22.7	4159
2020	October	4203	945	22.5	1467
2020	November	4004	921	23.1	
2020	December	4700	1011	21.7	
2020		Total: 54,328	Total: 13,452	Average: 24.9	Total: 11,174

Year	Month	Wet Tonne	Dry Tonne	% Total Solids	Land Application
2021	January	4263	876	20.7	
2021	February	4152	893	21.5	
2021	March	5201	1443	27.7	
2021	April	4257	1211	28.6	
2021	May	4757	1192	25.1	
2021	June	4845	1233	25.5	3229
2021	July	3897.7	856	22.0	3322
2021	August	4483	960	23.0	3826
2021	September	4067	935	23.4	4067
2021	October	4334	959	22.1	2488
2021	November	4004*	921*	23.1*	
2021	December	4700*	1011*	21.7*	
2021		Total: 52,961	Total: 12,490	Average: 23.7	Total: 16,932

*Estimated utilizing 2020 data.

E6.1.2 Biosolids data, including monthly biosolids produced, solids concentration, and biosolids quality, is summarized in the Biosolids Compliance Reports, available on the City website: <https://winnipeg.ca/waterandwaste/sewage/compliance.stm>

E6.1.3 The actual daily production of biosolids varies greatly, from day to day, month to month and season to season.

E6.2 Biosolids available for Land Application is up to 20,000 wet tonnes annually as per our regulatory licence.

E6.3 NEWPCC Scale Calibration

E6.3.1 Quantities utilized for payment purposes shall be solely determined by the electronic loading scale at the NEWPCC dewatering facility. This equipment will be recalibrated a minimum of once per year. The Contractor may be present during recalibration.

E6.3.2 The Contractor may, at any time request a scale recalibration. Scale accuracy shall be taken at $\pm 3\%$. The City will adjust the volume of biosolids applied in the previous six months as well as pay for the equipment recalibration costs, if the scale is found to be out of calibration in excess of $\pm 3\%$. If the scale is found to be within tolerance, the Contractor will pay for the recalibration costs.

E7. BIOSOLIDS CHARACTERISTICS

E7.1 The historic biosolids characteristics, including concentrations of nutrients, metals, etc. are summarized in the Biosolids Compliance Reports, available on the City website: <https://winnipeg.ca/waterandwaste/sewage/compliance.stm>

E7.2 Biosolids are dewatered by centrifuges to approximately 20-30 percent solids at the NEWPCC Dewatering Facility. The density of the biosolids is approximately 1000 kilograms per cubic metre.

E7.3 Biosolids characteristics may vary due to change of operation at the plants. The City makes no guarantee as to the density, content, quality or other characteristics of this material.

E8. EQUIPMENT

E8.1 Equipment Requirements

E8.1.1 The contractor is responsible to supply, operate and maintain any and all equipment required to undertake the storage and land application of biosolids under this contract. This list is intended to identify the **minimum equipment** required for use on this contract:

- Biosolids applicators (one 2019 or newer, one used) (2);
- Tracked agricultural tractor (2);
- Rubber tired front end loader for use at the Storage Site (1);
- Steel deposit bins to be used at the Storage Site, capable of holding the volume of two biosolids loads (2);
- Road grader for road maintenance;
- Straw bale shredder & spreader;
- High pressure washer and related washing equipment;
- Ramps to allow for above-grade unloading of biosolids into the steel deposit bins at the Storage Site, capable of supporting a loaded truck and trailer; and
- Rig mats to be used at the Storage Site, volume of which to be capable of allowing truck/trailer combinations to conduct a 3-point turn around onsite.

E8.1.2 The amount and uniformity of equipment available to the Contractor will be considered by the Contract Administrator when evaluating the tender bids. Additional equipment not listed in E8.1.1 may be required to complete the Work and is the responsibility of the contractor to supply, operate and maintain.

E8.2 General

E8.2.1 The Contractor shall have available the necessary equipment and manpower to carry out the Work specified herein. Should the primary equipment or manpower not be available for any reason, they shall be immediately replaced from reserve equipment and manpower.

E8.2.2 The equipment to be utilized on this Contract can be used equipment. Used equipment shall be in first class working condition such that this equipment can satisfactorily perform the Work of the Contract to the satisfaction of the contract administrator pursuant to D28.2.

E8.2.3 Performance specifications for all equipment utilized in the course of carrying out this Contract shall be submitted along with Form K: Equipment in the tender submission. Performance specifications shall include dimensions, capacities, standard features, etc. Manufacturer's sales literature shall be considered acceptable for this purpose.

E8.2.4 Maintain ability to offload trucks during wet weather, including large bin allowing trucks to offload at the perimeter of the field and rig mats.

E8.2.5 Site must be drive in accessible during all weather conditions. Site set-up requires that no backing of hauling trucks off of roads shall be permitted.

E8.3 Maintenance of Equipment

E8.3.1 The Contractor shall maintain the equipment to perform the Work of the Contract.

E8.3.2 Equipment utilized on this Contract shall conform to all applicable regulations, including Province of Manitoba, Department of Transportation and Government Services regulations.

E9. OPERATION

E9.1 General

- E9.1.1 The Contractor shall ensure that all persons in their employ working on the Contract have been properly trained and possess the necessary permits as well as the necessary skills to safely and effectively operate all equipment and ensure that the biosolids are used in accordance with the applicable regulations.
- E9.2 Hours of Work
- E9.2.1 The biosolids are normally loaded at NEWPCC for transportation offsite Monday through Saturday between the hours of 5:30 am to 5:30 pm. The Contract Administrator reserves the right to alter the transportation schedule.
- E9.2.2 Requests to adjust these hours can be made to the Contract Administrator.
- E9.2.3 During land application, contractors may be required to work extended hours.
- E9.3 Noise Control
- E9.3.1 The Contractor shall conduct all operations in such a manner that they will minimize noise annoyance to residents in the area of operations and shall comply with all applicable federal, provincial and municipal laws, guidelines, regulations and ordinances. Vehicles carrying biosolids shall be routed in such a manner to minimize annoyance to the public.
- E9.4 Coordination with Biosolids Transportation from NEWPCC
- E9.4.1 Biosolids will be transported from NEWPCC to the land application Delivery Site(s) by the current biosolids hauling contractor.
- E9.4.2 The City will show preference to Delivery Site(s) 55 km or closer from NEWPCC. Biosolids will not be delivered to Delivery Site(s) greater than 75 km one way from NEWPCC.
- E9.4.3 Biosolids hauling trucks shall be RTAC rated vehicles.
- E9.5 Method of Measurement
- E9.5.1 The land application of biosolids will be measured on a wet tonne basis as noted in Form B: Prices. The quantity to be paid for shall be total number of tonnes of biosolids that are delivered to site and applied, as indicated by the bin loading ticket and transaction records. The biosolids will be weighed at NEWPCC in the Wintec vehicles.
- E9.5.2 Biosolids application payments shall be split with 25% of the Application Unit Rate available for payment monthly after biosolids have been delivered and stored on site at the agreed upon storage site(s) to the satisfaction of the Contract Administrator. The remaining 75% of the Application Unit Rate available for payment after biosolids have been land applied and all work is complete to the satisfaction of the Contract Administrator. Any release of funds, in part or as a whole, are at the discretion of the Contract Administrator and subject to inspection.
- E9.5.3 The Contractor shall furnish transaction records to the City upon request for comparison and control purposes.
- E9.6 Delivery and Application Site
- E9.6.1 Delivery Site(s) and Application Site(s) must be approved by the City and affected Rural Municipalities in writing as per D18 Critical Stages.
- E9.6.2 The City and Rural Municipalities reserve the right to reject Delivery Site(s) and/or Application Site(s). Reasons for rejection may include, but are not limited to:
- (a) The reasonable expectation that the Site may damage the public perception of the biosolids land application;
 - (b) The distance to Delivery Site(s) is greater than 75 km one way from NEWPCC;
 - (c) The road limitations.
- E9.6.3 Biosolids will be delivered from NEWPCC to the Delivery Site(s) and Application Site(s) under tender 673-2021. The transportation route of Biosolids to the Site(s) utilizing RTAC and B1 classification road shall be approved by the Contract Admin and detailed in the

Transportation Management Plan E3.3. Biosolids are to unloaded at the site in an above-grade manner only. After delivery, the Contractor will be responsible for biosolids management, including but not limited to: assisting with unloading as required, staging and handling of biosolids, temporary storage, odour management including covering with straw bales as required, leachate management, etc.

E9.6.4 Contractor shall have a contingency plan for wet weather or unsuitable field conditions. When these conditions arise, the Contractor will make a recommendation to the Contract Administrator whether or not to implement the contingency plan. The Contract Administrator will have the final decision on the location of biosolids delivery and scheduling.

E9.6.5 Note that the paved storage pad located in the Rural Municipality of West St. Paul is no longer available for biosolids storage.

E9.6.6 The Contract Administrator reserves the right to divert biosolids hauling to other disposal sites to support other city operations.

E9.7 Damages

E9.7.1 Further to C18, the following rights and remedies are available to the City:

- (a) In the event the Contractor is unable to manage the Work and in the opinion of the Contract Administrator, the biosolids must be disposed elsewhere, the City will take whatever steps are necessary to dispose of the biosolids. All costs in this regard will be charged to the Contractor and deducted from the Contractor's monthly payments;
- (b) Biosolids delivered to or applied on unapproved or undesignated Sites shall be removed and transported to an approved location as advised by the Contract Administrator. All costs for this removal to be paid for by the Contractor;
- (c) Special care shall be taken to avoid damage to existing adjacent structures and/or property (public or private), including drives, fences, etc. as a result of any act of omission on the part of the Contractor, their employees or agents during the course of the Work. Any damages caused by the Contractor or their agents during the execution of this Contract shall be repaired by the Contractor to a condition similar and equal to that existing before such damage or injury was done. The City and Contractor shall agree to a schedule of repairs within 2 Business Days of the occurrence. If the Contractor fails to make repairs on schedule, the City shall repair the damage, and all costs in this regard will be charged to the Contractor and deducted from the Contractor's monthly payments;
- (d) The Contractor shall be responsible for any other costs incurred by the City due to the Contractor's failure to carry out the Work in accordance with the Contract.

E9.8 Storage Site Operations

E9.8.1 Storage site must be maintained in a clean and organized manner to the satisfaction of the Contract Administrator and Regulatory Authorities.

E9.8.2 Have on site at all times a wet weather deposit bin and associated equipment, to provide an unloading option for the trucks.

E9.8.3 Have on site rig mats setup in a manner that hauling trucks can turn around on site and unload in wet weather deposit bin. Rig mats must be set up so that hauling trucks are never required to back off of roads.

E9.8.4 Biosolids storage site must have a straw berm surrounding the site to contain and control biosolids, runoff and improve visual aesthetics.

E9.8.5 Daily straw coverage on all biosolids.

E9.8.6 Pressurized water must always be on site for cleaning biosolids off hauling trucks.

E9.8.7 Maintenance equipment available to keep storage site accessible for hauling trucks to deposit biosolids during dry weather conditions.

E9.8.8 Biosolids are not permitted outside the straw bale berm. Any biosolids found outside of the straw bale berm are the responsibility of the Contractor and must be cleaned within 12 hours.

E9.9 Application of Biosolids

E9.9.1 Contractor must have the required equipment to spread biosolids in a reasonable amount of time (3-5 days per quarter section). Equipment shall be in first class working condition such that this equipment can satisfactorily perform the Work of the Contract.

E9.9.2 Should the primary equipment or manpower not be available for any reason, they shall be immediately replaced from reserve equipment and manpower.

E9.9.3 It is the Contractor's responsibility to be aware and comply with all regulatory requirements regarding the spreading of biosolids.

(a) The Contractor is responsible for rectifying any issues that arise from spreading biosolids not in compliance with regulation.

E9.9.4 Spreading of biosolids should be done in a manner to minimize disturbances to nearby residents.

E9.9.5 Biosolids must be spread at the prescribed rate determined by the Consultant.

E9.10 Road Construction and Maintenance

E9.10.1 Contractor must be able to:

(a) construct new roads to the standards of the Municipality with all required permits;

(b) install culverted approaches to the standards of the Municipality;

(c) maintain existing roads to the standards of the Municipality.

E9.10.2 If the length of new road construction is greater than 1600 meters (1 mile), the extra cost associated with road construction will be borne by the Contractor.

E10. HEALTH AND SAFETY

E10.1 General

E10.1.1 The Contractor must have experiences in the handling of municipal biosolids. The Contractor is responsible for health and safety for biosolids storage and land application. This includes, but is not limited to, first aid kit, eye wash, and hand wash stations at storage and application sites. The following is a reminder and does not relieve the Contractor from their health and safety obligations.

E10.2 Possible Health Risks

E10.2.1 Studies in Canada and U.S.A. have shown that when appropriate precautions are followed, there are no significant health problems for personnel in regular contact with biosolids. Since biosolids do contain some disease-causing organisms, it is EXTREMELY important for workers involved in biosolids handling to practice safe work procedures.

E10.3 Personal Health Safeguards

E10.3.1 ALL personnel involved in biosolids handling MUST follow proper hygiene procedures to safeguard their own health.

E10.3.2 The following recommendations are consistent with proper hygiene procedures.

(a) Illness can spread through ingestion, direct contact through cuts or through inhalation. Avoid ingestion, direct contact with open cuts or inhalation of biosolids as illness does spread through any of these methods.

(b) Exercise good **PERSONAL HYGIENE**. Always **WASH** your hands with soap before eating, drinking or smoking. Avoid touching your face, mouth, eyes or nose before

washing your hands. Special cleaning kits can be used when water is not available. A shower after each day of Work is recommended. In general, wash frequently.

- (c) Wear boots and outer clothing which are reserved for biosolids related work, and which stay at the workplace. Remove them before entering non-work areas, particularly where food is present. Wear rubber gloves when your hands may come into contact with biosolids, particularly if you have any cuts. Be sure to remove the gloves before touching your steering wheel, pen, record book, etc.
- (d) If you are inadvertently sprayed with biosolids, change your clothes and take a shower.
- (e) Have regular medical checkups. Report any unusual illnesses to your physician who should be made aware of the work you do and the material you work with.

E10.4 Training

E10.4.1 The Contractor shall ensure that all persons in its employ working on the Contract have been properly trained and possess the necessary skills to safely and effectively operate all equipment and ensure that biosolids are hauled and utilized in accordance with the Occupational Health and Safety Act.

E10.4.2 The Contractor shall ensure that only competent workers as defined by the Occupational Health and Safety Act are used to perform Work in this Contract.

E10.5 Emergency Response Procedures

E10.5.1 The Contractor shall provide health and safety and spill response procedures as part of the Project Plan. The procedures shall address action to be taken in the event of potential incidents, accidents or spills that may occur during biosolids storage or land application.