



THE CITY OF WINNIPEG

TENDER

TENDER NO. 191-2023

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 11, 2023.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting at 10:00 am on August 23 or 10:00 am on August 24. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Summit Landfill Fabricated Soil Project is located in the west part of the City of Winnipeg, on Summit Road off of CentrePort Canada Way (Highway 190). It is located northeast of the intersection of the Perimeter Highway and CentrePort Canada way and is approximately 76ha in size (E1).

B3.3 The Bidder is advised that the Closed Landfill site is subject to extreme weather conditions that will significantly impact ground conditions. As such, the ground conditions viewed at the time of the Site Investigation shall not be considered representative. The Bidder shall be responsible for ensuring that the Equipment supplied under this Contract is capable of performing the requested work in all weather and ground conditions.

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.5 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.6 The Bidder is responsible for determining:

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of

the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

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

- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.

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

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

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

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

B9. BID

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

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

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

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

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

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

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

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

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

B10. PRICES

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

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

- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- B10.7 All quoted hourly rental rates shall include all costs of any nature whatsoever associated with the supply and operation of the Equipment and trucks, including but not limited to:
- (a) Qualified operators;
 - (b) Fuel, oil, lubrication and all maintenance;
 - (c) Any and all overtime, (i.e.: no special or additional overtime rates will be accepted);
 - (d) Any and all travel time to the work site; and
 - (e) All insurance and all other costs.

B11. DISCLOSURE

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

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in their 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 their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D6).
 - (e) Assign operators that have familiarity with working with biologically active material such as Biosolids and the associated safety precautions;
 - (f) Familiarity of working on a Closed Landfill site and the relevant environmental safety hazards;
 - (g) Operators must be capable of operating all pieces of Equipment onsite; and,
 - (h) Detailed information indicating the operators' years of experience, types of Equipment operated, and relevant projects they have worked on.
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work. Furthermore, prior to the award of the Contract, the Bidder may be required to arrange to have the Equipment inspected by a third party (third party to be identified by the Contract Administrator at the time of award) to verify that it is in good operating condition and meets the requirements of the specifications.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

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

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

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

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

B15. IRREVOCABLE BID

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

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

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

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

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

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

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Bidder.
- B18.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Equipment services for the Fabricated Soil Project at Summit Road Landfill for the period from date of award to May 31, 2024 with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

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

- (a) Planning and creating a Bunker to receive Biosolids to ensure operational efficiency (as per E10.2);
- (b) Assemble Feedstocks into Windrows based on specific ratio(s) (as per E10.3);
- (c) Pushing, grading and compacting Soil Fabrication Feedstocks and Mixed Material (as per E10.4);
- (d) Excavating, transporting, and spreading of material (as per E10.5); and
- (e) Snow clearing and general site maintenance as required (as per E10.6).

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

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

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

D2.4 The Work shall be conducted and completed in accordance with the following:

- (a) City of Winnipeg Summit Fabricated Soil Environment Act Proposal Public Registry 6088.00
- (b) All applicable Regulations and By-Laws (e.g. Storage and Handling of Petroleum Products and Allied Products Regulation, M.R. 188/2001, Waste Management Facility Regulation, M.R. 37/2016)

D2.4.1 When working at the landfill there is a potential to be exposed to toxic gases; primarily the gases of concern are methane and hydrogen sulfide. In some cases, the Contractor may be exposed to Landfill Gases.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **“All Weather Road”** means a graded and/or graveled road or road of equivalent materials that is passable by vehicles under both wet and dry weather conditions;
- (b) **“Biosolids Operation”** means the working process of receiving Biosolids material, and then Windrowing the material on any given Working Day.
- (c) **“Biosolids”** (Class B material) accumulated organic solids, resulting from wastewater treatment processes, that have received adequate treatment to permit material to be recycled. Pathogens, metals, chemicals, and allergens may exist.
- (d) **“Bunker”** means woodchip or street sweepings barricade, usually in a “U” shape, that the Biosolids are dumped against for backing;
- (e) **“Closed Landfill”** means a waste disposal site that no longer accepts residential or commercial waste, and in which no additional waste will be placed without first filing a notice of alteration under The Environment Act (C.C.S.M. c. E125)
- (f) **“Equipment Breakdown”** means a situation where the Equipment cannot perform or complete the requested task due to an abnormal failure (e.g. tire blowouts, mechanical or electronics failure) that results in a delay greater than one (1) hour.
- (g) **“Equipment”** means any heavy machinery onsite.
- (h) **“Fabricated Soil”** means a mix of street sweepings, lime mud, woodchips, Biosolids to make a viable growing medium;
- (i) **“Feedstocks”** means the Biosolids, street sweepings, lime mud, and woodchip materials (or other materials as directed by the Contract Administrator) used in the Fabricated Soil mixture.
- (j) **“Landfill Gas”** means a mixture of gases generated by the microbial decomposition and chemical reactions between wastes in a landfill;
- (k) **“Leachate”** means liquid that has percolated through solid waste, and that contains dissolved and suspended materials from the solid waste;
- (l) **“Mixed Material”** means the Feedstocks that have been placed in the proper ratios in the designated plot area onsite;
- (m) **“Monitoring Well”** means a well drilled to measure groundwater levels and collect groundwater samples for the purpose of physical, chemical, or biological analysis to determine the concentration of groundwater, Landfill Gas or Leachate constituents;
- (n) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.
- (o) **“Windrow”** means a long line of material (Fabricated Soil, woodchips, street sweepings, or lime mud) that is constructed by a loader or excavator. The design decreases wind erosion and maximizes site space;
- (p) **“Working Day”** means any day that work is scheduled onsite. This will include weekdays, statutory holidays, and weekends as required.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Brock Bradford
Supervisor of Environmental Monitoring and Reporting
Telephone No. 204-986-7707
Email Address. bbradford@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D5.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned

automobile liability, unlicensed equipment liability (contractor's equipment) and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Property insurance for all of the Contractor's Equipment used in connection with the work. Such insurance to include a Waiver of Subrogation of Rights against The City of Winnipeg.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term 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 for the initial term or extension term; 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 for the initial term or extension term; 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 for the initial term or extension term.

D11.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

D11.1.3 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;

- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).

D11.1.4 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.5 Digital bonds passing the verification process will be treated as original and authentic.

D11.1.6 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.1.7 The Contractor shall provide the Contract Administrator 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.

D12. DETAILED PRICES

D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D13. EQUIPMENT LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10;

- (iv) the contract security specified in D11;
 - (v) the detailed prices specified in D12;
 - (vi) the equipment list specified in D13;and
 - (vii) the direct deposit application form specified in D29.
- (b) the Contractor has attended a meeting with the Contract Administrator and has attended the site orientation, or the Contract Administrator has waived the requirement for a meeting.
- (c) The Contractor shall provide a field fueling and spill cleanup plan.

D14.3 The Contractor shall not commence the Work on the Site before October 1st.

D15. WORKING DAYS

D15.1 Further to C1.1(ss), the Contract Administrator’s determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D15.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator’s stated requirements under D2, **E4**, and **E10** of the Contract, the Contractor shall pay the City the indicated amount below in “*Table 1: Description of Liquidated Damages*” for each piece of Equipment per Working Day for each and every Working Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified.

TABLE 1: DESCRIPTION OF LIQUIDATED DAMAGES

Equipment Type	Description	Liquidated Damages
Loader #1	Failure to provide required equipment & operator within 24 hours.	\$ 1,900 per day
Loader #2	Failure to provide required equipment & operator within 24 hours.	\$ 1,900 per day

Excavator #1	Failure to provide required equipment & operator by the next Working Day.	\$ 1,200 per day
Dozer #1	Failure to provide required equipment & operator by the next Working Day.	\$ 1,800 per day

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D17.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D17.4 For any delay related to Supply Chain Disruption 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Work schedule, including the durations identified where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D18. JOB MEETINGS

D18.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

D19.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D20. PLANT AND MATERIALS

D20.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.

D20.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D21. SAFETY

D21.1 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.

D21.2 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.

D21.3 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 their performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;
- (g) there is no smoking outside of designated areas, in accordance with the City's Smoke Free Environment Protocol and Site Safe Work Procedures;
- (h) there is no non-emergency cell phone use while working, in accordance with the Site Safe Work Procedures;
- (i) Equipment used for handling Biosolids material is sterilized before completing other work onsite or leaving the site;
- (j) all Contractor staff adhere to the Site safe work procedures (SWPs), as provided at the contract initiation meeting and as updated from time to time.

D22. SITE CLEANING

D22.1 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 city-hired contractors.

- D22.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. They 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.
- D22.1.2 The cost associated with recovering stuck vehicles related to the contract is the responsibility of the Contractor and all associated costs shall be borne by the Contractor.

D23. INSPECTION

- D23.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable them 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.
- D23.2 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.

D24. DEFICIENCIES

- D24.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.

D25. ORDERS

- D25.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D26. RECORDS

- D26.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D26.2 The Contractor shall record and provide a monthly electronic report to the Contract Administrator, as a minimum, for each item listed on Form B: Prices that includes:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
 - (e) Daily records of odometer and hour meters from each piece of equipment.
 - (f) Reports for any incidents that have occurred during the month (in addition to immediate reporting).
 - (g) Documentation of monthly safety training.

D27. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D27.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D27.2 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)
- D27.3 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).
- D27.4 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).
- D27.5 Any other information requested by the Contract Administrator.
- D27.6 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

D28. INVOICES

- D28.1 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
- D28.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D28.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D29. PAYMENT

- D29.1 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.

D30. PAYMENT SCHEDULE

D30.1 Further to C12, payment shall be in accordance with the following payment schedule:

HOURLY WORK

D30.1.1 Payments to the Contractor will be made following the end of each month based on a certificate prepared by the Contractor, indicating each payment item in the Form "B" Prices in accordance with the Specifications during the referenced monthly period. The Contractor shall include a summary of daily work tickets signed by Contract Administrator or City or Winnipeg representative to verify the hours worked by Equipment during that month with the certificate.

D30.1.2 The Contract Administrator shall review the certificate and work ticket summary and payment shall be made in Canadian Funds within thirty (30) days if accepted. Hours relating to Work not assigned or not performed to the satisfaction of the Contract Administrator or his designate shall be deducted from the total hours submitted for the month and no payment shall be received on said deducted hours.

WARRANTY

D31. WARRANTY

D31.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D32. DISPUTE RESOLUTION

D32.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D32.

D32.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D32.3 The entire text of C21.5 is deleted, and amended to read:

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

D32.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

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

- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D32.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D32.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D32.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D32.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D32.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D33.1 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.
- D33.2 Further to D33.1, in the event that the obligations in D33 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.
- D33.3 For the purposes of D33:
 - (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.
- D33.4 Modified Insurance Requirements
 - D33.4.1 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
 - D33.4.2 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.
 - D33.4.3 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.

D33.4.4 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.

D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D33.5 Indemnification By Contractor

D33.5.1 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.

D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

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

in relation to this Contract or the Work.

D33.6 Records Retention and Audits

D33.6.1 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.

D33.6.2 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 D33.6.1 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.

D33.7 Other Obligations

D33.7.1 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.

- D33.7.2 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.
- D33.7.3 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.
- D33.7.4 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.
- D33.7.5 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.
- D33.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 191-2023

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

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 D11)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 191-2023

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
(See D12)

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.						
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FORM K: EQUIPMENT
(D13)

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

1. Category/type: Loader #1	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type: Loader #2	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type: Dozer	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

FORM K: EQUIPMENT
(D13)

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR FABRICATED SOIL

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	191-2023_Drawing No 1 Summit Landfill Site Map

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

E2. HOURS OF WORK

E2.1 The normal operation of the Equipment is during Operational Hours from 5 am up to 5 pm Monday to Friday.

- (a) Where Work is not completed, the Contractor may be required to work additional hours per day and/or to work on holidays and Sundays to make up any deficiencies in operation.
- (b) The Contract Administrator will have full authority to determine when additional work is required and when the Contractor will do the work.
- (c) Additionally, the Contract Administrator will have the authority to terminate work for the day if the Biosolids Operation is complete.

E2.2 No premium will be paid for overtime, holidays or weekends.

E3. ENVIRONMENTAL PROTECTION

E3.1 The Contractor will be solely responsible for the protection of the environment at the Site in relation to Work through compliance with the rules, regulations and practices required by all applicable legislation and requirements of all authorities having jurisdiction. The Contractor indemnifies and holds the City harmless from any and all liability which the City may incur or have related to the Contractor's failure to comply with all such rules, regulations, practices and requirements.

E3.2 The Contractor must comply with all relevant statutes, by-laws, regulations and directions of all applicable authorities and jurisdictions in connection with the environment and the transport or use of hazardous or dangerous materials and substances. In addition to any environmental specifications expressly included elsewhere in the Contract, the Contractor must also comply strictly with all environmental specifications, regulations, publications and policies of the City with regard to protection of the environment, whether or not they are bound with or referred to elsewhere in the Contract, except to the extent where they are in conflict with this Contract or any permits and approvals provided by the regulatory authorities, in which case the most stringent and safest requirements and standards will prevail.

E3.3 Compliance by the Contractor with any rules, directions or requirements of the Contract or the City in connection with health, safety and the environment will not relieve the Contractor from its sole responsibility and liability to perform the Work and complete the Contract without causing injury or damage to health and to perform the Work in a safe manner.

E3.4 The Contractor shall protect landfill Monitoring Wells and related infrastructure from damage. The landfill Monitoring Wells are measured and maintained by the City, but the Contractor shall be responsible for the cost of repairing any damage to the landfill Monitoring Wells caused by the Contractor. The City will perform the work related to the repair and charge back to the Contractor.

E4. **CONTRACTOR OPERATOR'S COMPETENCE AND PERFORMANCE**

E4.1 The Contractor operators must conform to all safety regulations within the Summit Landfill, and will attend safety meetings as determined by the Contract Administrator or the Contract Administrator's designated representative. This shall include any additional medicals required or training.

E4.2 No smoking on site. The Contractor must adhere to the City's **Smoke Free Work Environment** Protocols at all times.

E4.3 The Contractor shall not employ on the Site, any unfit person/operator or anyone not skilled in the work assigned to that person. Where, in the opinion of the Contract Administrator, an operator is unqualified, is operating in an unsafe manner, and/or is not accomplishing a satisfactory amount of work, the operator may be dismissed (immediately if necessary) and the Contractor so advised. The Contractor shall be solely liable for any costs, expenses and damages resulting from such dismissal.

E4.4 The Contractor shall take all precautions necessary to ensure harmonious working relations exist at all times during performance of the Work and shall avoid conflict or interference with other labour forces on or near the Site or in any way connected with the Work.

E4.5 All operators operating Equipment for the City, under this Contract, are required to complete work tickets supplied by the City, at the end of each work shift and when work is completed or otherwise terminated. Tickets must be completed so as to indicate date, location of work, Contractor's name, Equipment number, description of Equipment, start and finish time using the 24-hour clock, operating and Equipment hours, operator's signature, and operator's name printed if signature is not clearly legible. These tickets are to be signed by the Contract Administrator or his designate and are to be distributed as indicated on the bottom left of the ticket at the end of each Working Day.

E4.6 Failure to properly complete the above-mentioned work tickets will result in possible delay or result in no payment for the shift involved until such time as the ticket is corrected and resubmitted.

E4.7 Tickets will only be given to hourly work of operating running equipment. Equipment that is onsite but not in operation does not apply for hourly work.

E4.8 The Contract Administrator or the designate will monitor the progress of the Fabricated Soil operation, where the Contract Administrator deems necessary. They will be the sole authority to determine if the Contractor is required to rework any plot. The Contractor will not be paid for work that is considered to be inferior.

E4.9 The Contractor shall protect landfill Monitoring Wells and related infrastructure from damage. The landfill Monitoring Wells are measured and maintained by the City, but the Contractor shall be responsible for the cost of repairing any damage to the landfill Monitoring Wells caused by the Contractor.

E4.10 Not more than sixty (60) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for acceptance, a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:

- (a) the recruitment and training of replacement workers;

- (b) the timeline for retaining and/or restoring the Work;
- (c) the communications plan to address media inquiries regarding the progress of labour negotiations;
- (d) a strategy with respect to access to and egress from the Contractor's facilities and the Site;
- (e) resources to monitor and record picket activity and security of facilities;
- (f) the requirements of the Contract; and
- (g) any other information requested by the Contract Administrator.

- E4.10.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided, however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.
- E4.10.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.10.3 The Contractor shall perform and complete the Work, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.
- E4.10.4 The Contractor shall note that:
- (h) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
 - (i) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.
 - (j) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

E5. **KEY PERSONNEL**

- E5.1 Unless the Contractor's Supervisor (see D5) is named in the Contractor's Bid, the Contractor shall, after receiving notice of award and prior to the commencement of Work, submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Supervisor. If consent is withheld or subsequently revoked, or if the appointed person fails to act as the Contractor's Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- (a) The Contractor's Supervisor shall be responsible for overall management of the Work.
- E5.2 The Contractor shall give the Contractor's Supervisor all authority necessary to act on the Contractor's behalf under the Contract.
- E5.3 The Contractor shall not, without the prior consent of the Contract Administrator:
- (a) revoke the appointment of the Contractor's Supervisor or appoint a replacement;
 - (b) change the responsibility(ies) and reporting relationship(s) of the Contractor's Supervisor.
- E5.4 The whole (100%) time of Contractor's Supervisor, individually and respectively, shall be given to supervision of the performance of the Contract. If the Contractor's Supervisor is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the City's prior consent, and the Contract Administrator shall be notified accordingly.
- E5.5 The Contractor's Supervisor shall respond to inquiries from the City's Site representatives within two (2) hours of a request for information.

E6. EQUIPMENT

- E6.1 The Contractor shall provide all Equipment sufficient to perform and complete each day's Work on time and on a consistent basis.
- E6.2 The Contractor shall ensure that all Equipment used for the Work will be kept in a state of good operating order and repair. The Contractor will conduct a regular preventative maintenance program for all Equipment used for the Work and will ensure that all Equipment used for the Work is maintained at all times during the Contract as a prudent Contractor would do. The Contractor shall record Equipment down-time (e.g. nature of problem and duration of down-time) and maintenance completed, and report this information to the City as requested.
- E6.3 If the Contractor brings on to the Site any Equipment that, in the opinion of the Contract Administrator, is inadequate, underpowered, poorly maintained, or otherwise unsuitable for the Work or conditions at the Site, the Contractor shall immediately remove such Equipment from the Site and, without additional compensation, replace it with Equipment that is acceptable to the Contract Administrator. The Contract Administrator will take into account Equipment down-time in evaluating its suitability to perform the Work.
- E6.4 Should a piece of Equipment break down, the Contractor shall notify the City within one (1) hour. Replacement Equipment, in the event of Equipment supplied under this Contract breaking down, requiring repair or being unavailable for regular work the Contractor shall ensure replacement Equipment acceptable to the Contract Administrator or designate is delivered to the site and in use within twenty four (24) hours for Loaders, and by the next working day for the Excavator and Dozer.. All costs associated therewith to be borne by the Contractor.
- E6.4.1 The Contractor shall maintain Second Duty Equipment to serve as replacement Equipment, should a piece of Equipment break down. The Second Duty Equipment shall be identified and available for review on Form K: Equipment List that is presented with their bid submission.
- E6.5 Should the Contractor be unable, refuse, or otherwise not make available replacement Equipment in the event the Contractor's Equipment is not functioning properly or is inoperative, the City may, at the discretion of the Contract Administrator, provide replacement Equipment and charge the cost of the replacement Equipment to the Contractor. The Contract Administrator shall advise the Contractor in writing of his/her intention to provide replacement Equipment. Where practical, a minimum of four (4) hours prior to the replacing Equipment arriving on the Site will be given to the Contractor. The Contractor will note that any action under this section by the City will not relieve the Contractor of their obligations under this Contract.
- E6.6 Should the downtime experienced by the Contractor's Equipment become excessive in the opinion of the Contract Administrator, the Supervisor shall advise the Contractor in writing to take whatever measures are necessary to reduce the downtime to an acceptable level. Failure to do so may cause the City to take whatever action they feel is necessary.
- E6.7 All Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E6.8 In addition to any Equipment safety requirements required by legislation, all Equipment shall be equipped with the following safety Equipment:
- (a) back-up alarms;
 - (b) fire suppressant devices;
 - (c) transmission safety switch (kill switch);
 - (d) operation lights;
 - (e) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times.

E6.9 The Contractor shall continually maintain and update the safety devices and safety Equipment for any and all Equipment to meet the required safety standards throughout the duration of the Contract.

E6.10 Any material, labour or components not herein specifically mentioned or included, but which may be required to complete, perfect and place the Equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned. The Contractor shall supply the Equipment and all components and all features which are normally considered to be standard on that Equipment, unless specifically excluded in the specifications.

E7. MAINTENANCE AND REPAIRS

E7.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract, as requested by the Contract Administrator. The Contractor shall have a maintenance and repair facility located within 50 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:

- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
- (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
- (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.

E7.2 The City shall not be responsible for repair of tires.

E8. WEAR AND TEAR

E8.1 The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage to Equipment utilized at the Summit Landfill for this Work.

E9. TYPE OF EQUIPMENT

E9.1 These specifications describe the basic type of Equipment required at the Summit Landfill Fabricated Soil Project. The three (3) main types of Equipment used for the Fabricated Soil Project are;

- (a) Loaders,
- (b) Dozers and,
- (c) Excavators.

E9.2 Rubber Tired Front-End Loader

- (a) Two (2) units.
- (b) The loaders must have a SAE Net Horsepower of a minimum 175hp and a minimum operating weight of 30,500 lbs (13834 kg) and not be manufactured more than 4 (four) years prior to the award of the Contract.
- (c) The loaders must be equipped with a 5yd³ (3.8m³) general material bucket.
- (d) The loaders must be equipped with a rollover protection structure (ROPS) cab, climate-controlled cab, wipers, strobe beacon light, backup alarm, and equipped with front headlights and rear work lamps.
- (e) These units will be used to handle Feedstocks (including Biosolids, street sweepings, woodchips, and lime mud), general site maintenance (including snow clearing, plot clearing, and moving Feedstocks).

E9.3 Dozer with Blade

- (a) One (1) unit.

- (b) The dozer must have a minimum operating weight of 37,000lbs (16,782kg), a minimum net horsepower of 175hp, a minimum straight blade width of 156in (3.96m), a minimum track pad width of 35in (900mm), and not be manufactured more than 4 (four) years prior to award of the Contract.
- (c) The crawler must be equipped with a ROPS cab, climate controlled cab, wipers, powershift transmission, strobe beacon light, backup alarm, and equipped with front headlights and rear work lamps.
- (d) The blade must be hydraulically controlled.
- (e) This unit will be used to mix and push piles of Fabricated Soil material, clear vegetation from fields, and general site maintenance.

E9.4 Hydraulic Excavator Tracked

- (a) One (1) unit.
- (b) The excavator must have a minimum rated bucket capacity of 1 ¼ yd³, a minimum operating weight of 49,600lbs, a minimum reach of 18ft 6in, and not be manufactured more than 4 (four) years prior to award of the contract.
- (c) Unit attachments must include a ditching bucket, a breaker/hammer attachment, a tooth bucket and a flat blade bucket.
- (d) This unit will be used for breaking up feedstock piles, ditching, and general site maintenance.

E10. **METHOD OF OPERATION**

E10.1 The Contractor will operate in a safe manner as directed by the Contract Administrator or the designated representative.

E10.2 Planning and creating a Bunker to receive Biosolids;

- (a) The Contractor shall designate an area for the acceptance of Biosolids in accordance with D2.2.
- (b) Contractor must ensure Bunker accessibility for the hauling and receiving of Biosolids.

E10.3 Assemble Feedstocks into Windrows based on specific ratio(s);

- (a) The Contractor shall assemble feedstock Windrows in accordance with D2.2. The Contract Administrator or designated representative will adjust the ratio's based on available Feedstocks.
- (b) Adjustments to the Windrow construction will be directed by the Contract Administrator or the designated representative.
- (c) Area designated for Windrowing will be directed by the Contract Administrator or City of the designated representative.
- (d) For any instances where unforeseen circumstances arise where Biosolids cannot be Windrowed in a Working Day, the Biosolid material must be covered with a material approved by the Contract Administrator. This will only be allowed temporarily until the material can be Windrowed.

E10.4 Pushing, grading and compacting Fabricated Soil Feedstocks and Mixed Material;

- (a) Will be directed by the Contract Administrator or the designated representative.

E10.5 Excavating, transporting, and spreading of material;

- (a) Will be directed by the Contract Administrator or the designated representative.

E10.6 Snow clearing and general site maintenance as required

- (a) Will be the responsibility of the Contractor to keep the site clear of snow where access for Fabricated Soil operation is required.

- (b) Additional snow clearing onsite will be under the discretion of the Contract Administrator or the designated representative.
- (c) General site maintenance includes but is not limited to ditching, site accessibility and road maintenance at the discretion of the Contract Administrator or the designated representative.

E10.7 The Equipment as indicated in E9 bid and supplied under this Contract must remain and be available for use on Site at all times during the scheduled period of time as indicated under E11. With the permission of the Contract Administrator, Equipment may be removed from the Site when not in use. Should the Contractor choose to remove any of these pieces of Equipment when not in use, the Contractor shall ensure they are returned when requested by the Contract Administrator within 24 hours. All costs associated with removal or return of said Equipment shall be borne by the Contractor.

E10.8 The Contractor shall initiate every work assignment (as provided by the Contract Administrator) within 2 hours of receipt, and complete the work assignment within 24 hours of the schedule provided upon acceptance of the work assignment.

E10.9 The Contract Administrator reserves the right to modify methods of operation from time to time in the best interests of the City of Winnipeg and the Contractor shall follow reasonable instructions regarding changes in operational methods.

E10.10 The Contractor will recognize that the landfill site is a Closed Landfill site, and further recognize that the site is controlled by various safety and environmental regulations, including speed limits, to ensure a safe work place. The Contractor agrees to abide by all safety regulations, environmental regulations and ensure that his agents obey all regulations. The Contractor shall require that all their staff, wear the necessary safety gear as prescribed by the Contract Administrator. The Contractor will recognize that regulations change from time to time and will conform to any changes as directed by the Contract Administrator or designated representative.

E11. **SCHEDULE**

E11.1 Primary Fabricated Soil operations occur from October 15th to April 30th. This can vary by up to two weeks from beginning and end dates. Notification will be provided at least one week in advance to the Contractor.

E11.2 From October 15th to April 30th, two loaders as indicated in E9.2 will be required Monday to Friday during operational hours until the daily work is complete. Any requirement outside of this time period will be on an as required basis as directed by the Contract Administrator or designated representative.

E11.3 During the Winter months, an excavator as indicated in E9.4 will be required for breaking up and loading street sweepings from December 15 to March 15, Monday to Friday during operational hours until the daily work is complete. Any requirement outside of this time period will be on an as required basis as directed by the Contract Administrator or designated representative.

E11.4 The dozer as indicated in E9.3 will be required for spreading and mixing the Windrows into plots. This requirement is from July 1st until November 1st, Monday to Friday during operational hours until the daily work is complete. Any requirement outside of this time period will be on an as required basis as directed by the Contract Administrator or designated representative.

E11.5 From May 1st to October 14th, Fabricated Soil is operational as needed. Summit landfill is a designated contingency site for other City of Winnipeg Biosolids programs. As such, the Contractor will be required to provide Equipment within 48 hours of notice from the Contract Administrator or designated representative. This would include two loaders as indicated in E9.2.