



THE CITY OF WINNIPEG

TENDER

TENDER NO. 827-2023

**SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR
SOIL FABRICATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOIL FABRICATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 13, 2024.

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

B3. SITE INVESTIGATION

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

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

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect 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.

B3.4 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

B6.4 The Bidder is responsible for ensuring that 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 D5.

B7. SUBSTITUTES

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

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

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

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

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

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.

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) Shurwood Forest – Provided recommendations for specifications.
- (b) Titan Contractors Kenora Ltd. – Provided recommendations for specifications.

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);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7); and

- (e) Familiarity of working on a Closed Landfill site and the relevant environmental safety hazards.
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/SubContractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all SubContractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed SubContractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B14.1 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw 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 ;
 - (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 a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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 the acceptance and processing Wood Waste material for the Summit Road Landfill Soil Fabrication Project for the period from July 1, 2024 until June 30, 2025, with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on July 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) Supply and Installation of a Truck Scale and Truck Scale attendant at Summit Road Landfill as per E4.2.
- (b) Processing of Wood Waste material at Summit Road Landfill as per E4.3

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. .

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

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

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **“Chipped”** means any Wood Waste material that has been ground;
- (b) **“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)
- (c) **“Construction and Demolition Wood Waste Materials”** means any non-treated or painted wooden objects, wood waste product including, but not limited to, pallets, lumber and other items made of raw and unProcessed wood. This includes material diverted from the 4R Winnipeg Depot
- (d) **“Contaminants”** means treated, painted wood and all materials other than wood products including but not limited to metals, plastics, rubber, concrete, rocks, tinsel, plastic bags, wire forms, nails, boxes, wreaths, etc.
- (e) **“Designated Storage Area”** means the area in which Processed Final Product will be stored.
- (f) **“Grind” or “Grinding”** means actively processing the Wood Waste from its full form to a Chipped form.
- (g) **“Landfill Gas”** means a mixture of gases generated by the microbial decomposition and chemical reactions between wastes in a landfill;
- (h) **“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 “Wood Grinding Operation”
- (i) **“No Show”** means the Contractor does not show up onsite for the entirety of the scheduled Working Day.
- (j) **“Processed Final Product/Material”** means Wood Waste that has been ground to meet criteria specified in E12

- (k) **“Processing”** means actively Grinding the Wood Waste material.
- (l) **“Scale Attendant Absence”** means that the Scale Attendant is absent for any given period of time from managing the Truck Scale.
- (m) **“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;
- (n) **“Truck Scale Attendant”** – Personnel that manages the weigh in and out of vehicles.
- (o) **“Truck Scale”** Scale that weighs the truck containing Wood Waste material.
- (p) **“Wood Waste”** means any type of tree including Dutch Elm Diseased trees, logs, stumps, brush, construction and demolition wood, trees, chipped wood, pallets and raw unprocessed wood;
- (q) **“Working Day”** means any day that work is scheduled onsite for any designated amount of time. This will include weekdays, statutory holidays, and weekends as required.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Brock Bradford, MSc.

Supervisor of Environmental Monitoring and Reporting

Telephone No. 204 986-7707

Email Address. bbradford@winnipeg.ca

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

D6. CONTRACTOR'S SUPERVISOR

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

D6.2 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.

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

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

D8. UNFAIR LABOUR PRACTICES

- D8.1 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.
- D8.2 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.
- D8.3 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.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 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.
- D8.5.1 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.
- D8.5.2 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 D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 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

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at 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.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least 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 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 the full replacement cost of all equipment and machinery, including the Truck Scale, portable site offices, portable toilets, and other portable storage facilities that may be owned, rented, leased or borrowed and bought to the site by the Contractor

D11.2 Deductibles shall be borne by the Contractor.

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

D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D12. CONTRACT SECURITY

D12.1 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.

D12.1.2 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.

D12.1.3 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).

D12.1.4 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.

D12.1.5 Digital bonds passing the verification process will be treated as original and authentic.

D12.1.6 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.

D12.2 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.

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) weeks 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D11;
 - (iv) the contract security specified in D11.1;
 - (v) the equipment list specified in D13; and
 - (vi) the direct deposit application form specified in D30.
- (b) the Contractor has attended a meeting with the Contract Administrator, 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 July 1, 2024.

D15. LABOUR CONTINGENCY PLAN

D15.1 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.

D15.1.1 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.

D15.1.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

D15.1.3 The Contractor shall perform and complete the Work, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.

D15.1.4 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.

D16. TOTAL PERFORMANCE

D16.1 The Contractor shall achieve Total Performance by May 31, 2027.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2, E4, E10, E11, and E13 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

Failure	Description	Liquidated Damages
Truck Scale Service (E4.2)	Failure to provide an operable Truck Scale.	\$200 per day
Truck Scale Service (E4.2)	Failure to provide an operable Truck Scale Attendant. This occurs when the contractor is unable to provide a replacement or has two (2) or more Scale Attendant Absences within a single Working Day.	\$200 per day

Wood Processing Service (E4.3)	Failure to provide equipment to process Wood Waste within the designated time frame as per Schedule E11	\$2000 per day
Wood Processing Service (E13)	Failure to move the Processed Final Material to the designated Wood Waste Storage area within the specified timeframe.	\$1312 per day
Wood Processing Service (E10)	Failure to Grind all WoodWaste material before June 1st for Wood Waste Pad #1 maintenance and repairs.	\$1312 per day

D17.2 The amount specified for liquidated damages in D17.1 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.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D18.1 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.

D18.2 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.

D18.3 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.

D18.4 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 D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.

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

D18.6 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

D19. JOB MEETINGS

- D19.1 Regular monthly 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D20.1 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.

D21. PLANT AND MATERIALS

- D21.1 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.
- D21.2 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.

D22. SAFETY

- D22.1 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.
- D22.2 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.
- D22.3 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) it is mandatory that all proper personal protective equipment is worn by all persons employed in the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection;
 - (iii) safety foot wear; and
 - (iv) safety reflective vest or equivalent article of upper body outer layer clothing.

D23. SITE CLEANING

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other Contractors.
- D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other Contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other Contractors.

D24. INSPECTION

- D24.1 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.
- D24.2 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.

D25. DEFICIENCIES

- D25.1 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.

D26. ORDERS

- D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D27. RECORDS

- D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D27.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.
- (e) Reports for any incidents that have occurred during the month (in addition to immediate reporting).
- (f) Provide a monthly tonnage report detailing the Wood Waste tonnage received through the truck scale. This should indicate the City of Winnipeg Wood Waste tonnage and the Wood Waste tonnage brought in privately by the Contractor.

D27.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D28. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D28.1 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:

D28.2 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)

D28.3 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).

D28.4 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).

D28.5 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

D29. INVOICES

D29.1 Further to C12, the Contractor shall submit monthly invoices for all orders delivered during the previous month 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

D29.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;

- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts;
- (f) the Contractor's GST registration number and
- (g) a copy of the scale tickets.

D29.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D29.4 Payment will be done by volume, measured in metres cubed (m³) of the Final Product

- (a) Volume survey will be conducted within three (3) business days once the Contractor has notified the Contract Administrator that the Work is completed;
- (b) The volume survey will be conducted by drone and volumetric processing software.
 - (i) If atmospheric conditions are not conducive to the operation of a drone, in accordance to the drone manufacturer specifications, then a survey will be conducted via hand Global navigation satellite system unit.

D29.5 All scale ti.

D30. PAYMENT

D30.1 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.

D31. PAYMENT SCHEDULE

D31.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D32. WARRANTY

D32.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

D33.1 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 D33.

D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D33.3 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.

- D33.4 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.
- D33.4.1 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.
- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 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.
- D33.4.4 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 D33.4.3, 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

D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D34.1 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.
- D34.2 Further to D34.1, in the event that the obligations in D34 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.
- D34.3 For the purposes of D34:
- (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.
- D34.4 Modified Insurance Requirements
- D34.4.1 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.

- D34.4.2 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.
- D34.4.3 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.
- D34.4.4 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.
- D34.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D34.5 Indemnification By Contractor

- D34.5.1 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.
- D34.5.2 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.

D34.6 Records Retention and Audits

- D34.6.1 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.
- D34.6.2 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 D34.6.1 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.

D34.7 Other Obligations

- D34.7.1 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.
- D34.7.2 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.
- D34.7.3 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.
- D34.7.4 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.
- D34.7.5 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.
- D34.7.6 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 D11.1)

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. 827-2023

SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOIL FABRICATION

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 D11.1)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 827-2023

SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOIL
FABRICATION

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D13)

SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOIL FABRICATION

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

FORM K: EQUIPMENT
(See D13)

SCALE ACCEPTANCE AND PROCESSING OF WOOD WASTE MATERIAL FOR SOIL FABRICATION

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
1	827-2023_City of Winnipeg Elm Storage Permit

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	827-2023_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. OFFICE FACILITIES

E2.1 A site office is not a requirement of Tender 827-2023. If the Contractor would like to bring a site office or building enclosure onto the site for ease of operations, approval must be granted by the Contract Administrator prior to bringing it to site. It should be noted that there is no electrical power available onsite, and this will be the responsibility of the Contractor if it is required.

E3. HOURS OF WORK

E3.1 The operational hours of the Summit Road Landfill site are from 9 am up to 5 pm Monday to Friday (excluding statutory holidays).

- (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 as directed by the Contract Administrator. No premium will be paid for overtime, holidays or weekends for work that was not completed.
- (b) The Contract Administrator will have full authority to determine when additional work is required in response to a storm event or special request and when the Contractor will do the work.
 - (i) A \$100 per day premium will be paid for overtime, holidays or weekends where a special request has been made for the Truck Scale Attendant to operate the Truck Scale and accept additional material outside the operational hours of work.
 - (ii) A \$200 per day premium will be paid for overtime, holidays or weekends where a special request has been made for Wood Waste Processing of additional material outside the operational hours of work.

E4. SERVICES

E4.1 The Contractor shall accept and process Wood Waste material at Summit Road Landfill in accordance with the requirements hereinafter specified.

E4.2 Item No. 1 – Supply and Installation of a Truck Scale and Truck Scale attendant at Summit Road Landfill shall consist of weighing all Wood Waste material that requires processing. The following are required by the Contractor: .

- (a) A Truck Scale as per the specifications in E9.1;

- (i) The Contractor will be responsible for the Truck Scale installation and site preparation (including power).
- (b) A Truck Scale Attendant to manage the Truck Scale, produce scale tickets, and streamline the process for drivers weighing in/out. The Scale Attendant will also be required to:
 - (i) Weigh and provide scale tickets that indicate the tonnage weight of Wood Waste and indicate if the Wood Waste load was from the City of Winnipeg or the Contractor's commercial entity (E4.3(f)).
 - (ii) Operate the Truck Scale as per the Hours of Work (E3);
 - (iii) Open up and lock the entrance gate to the Summit Road Landfill at 9 am and 5 pm respectively, Monday to Friday (excluding statutory holidays or as otherwise requested in E3).

E4.3 Item No. 2 – Processing of Wood Waste material at Summit Road Landfill shall consist of Grinding all Wood Waste material that is received. This will require the Contractor to provide the following:

- (a) A Wood Waste Grinder as per the specifications in E9.2;
- (b) Equipment to manage the Wood Waste material on the Wood Waste Pads to ensure clear pathways for incoming Wood Waste drop offs;
- (c) Equipment to move the Processed Final Product into the Designated Storage Area as specified in E13;
- (d) Dutch Elm Diseased wood shall be managed in accordance with the **827-2023_City of Winnipeg Elm Storage Permit**. A copy has been provided as per E1.2;
 - (i) Notwithstanding (d), the Contract Administrator may request that all material onsite be Processed in accordance with E12 twenty one (21) days after the request. New incoming material shall be placed in a separate pile and will not be considered as "material onsite" for this purpose.
- (e) The Contractor shall provide a way to track newly received Wood Waste material versus older Wood Waste material and have it easily discernable onsite.
- (f) The Contractor may at their discretion, accept Wood Waste material brought in by commercial entities other than the City of Winnipeg to Summit Road Landfill;
 - (i) This material must be Processed in accordance with the requirements of this contract and the Processed Final Product must be available to the City of Winnipeg;
 - (ii) All Wood Waste material received will be the property of the City of Winnipeg and cannot be removed from site;
 - (iii) Tipping charges will be set by the Contractor;
 - (iv) There will be no payment by the City of Winnipeg for the processing of this material;
 - (v) Records of materials accepted from commercial entities must be reported to the City of Winnipeg monthly along with City receipts. This shall include tonnage, date received, and type of Wood Waste material.
- (g) Equipment to segregate City of Winnipeg Wood Waste material and Privately sourced Wood waste material.

E5. CONTRACTOR OPERATOR'S COMPETENCE AND PERFORMANCE

E5.1 The Contractor operators must conform to all safety regulations within the Summit Road 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.

- E5.2 No smoking on site. The Contractor must adhere to the City's **Smoke Free Work Environment** Protocols at all times.
- E5.3 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.
- E5.4 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.
- E5.5 The Contract Administrator or the designate will monitor the progress of the Scaling and the Processing of Wood Waste, where the Contract Administrator deems necessary. They will be the sole authority to determine if the Contractor is required to reprocess any material. The Contractor will not be paid for work that is considered to be inferior.
- E5.6 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.

E6. SCALE ATTENDANT AND 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 two (2) hours. 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 two (2) business days for the Truck Scale, and ten (10) business days for the Wood Waste Grinder. All costs associated therewith to be borne by the Contractor.
- E6.5 Should the Scale Attendant be unable to attend the Scale, then a replacement must be made available within one (1) hour of the attendant being unavailable. Failure to replace the Scale Attendant within the given timeframe could result in Liquidated Damages (D17.1). If there is two (2) or more instances of a Scale Attendant Absence within one (1) Working Day then this could also result in Liquidated Damages (D17.1).
- (a) Should the Scale Attendant be a "**No Show**" without any replacement for the entirety of the working day or more than this could result in an event of default as per C0.

- E6.6 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.
- E6.7 Should the downtime experienced by the Contractor's Equipment become excessive in the opinion of the Contract Administrator, the Contract Administrator 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.
- E6.8 All Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- 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. 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; 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 The Truck Scale must meet the following minimum requirements:
- (a) Be seventy (70) feet (approx. 21 meters) in length and ten (10) feet wide;
 - (b) Powered by the Contractor as there is no electrical power currently onsite. The City of Winnipeg does have a 1000 gallon propane storage tank onsite that can be utilized for propane powered generators/scale offices.
 - (c) Be capable of operating during a full twelve (12) months in all weather conditions;

- (d) Be certified by Measurement Canada or a Measurement Canada Authorized Service Provider to meet the requirements of the Weights and Measures Act (<https://ised-isde.canada.ca/site/measurement-canada/en/laws-and-requirements/reporting-location-weighing-and-measuring-device>) ;
- (e) Be calibrated every six (6) months with a copy of the Calibration Certificate sent to the Contract Administrator;
- (f) Produce scale tickets with date, time, vehicle information, and weights.

E9.2 The Wood Waste Grinder must meet the following minimum requirements:

- (a) Be capable of Grinding Dutch Elm Wood Waste;
- (b) Be a horizontal Grinder
- (c) Minimum horsepower of 1000;
- (d) Be capable of processing other Wood Waste as received; such as branches, stumps, logs, construction and demolition wood, and pallets.
- (e) Be capable of processing logs and stumps up to one hundred and twenty (120) centimeters in diameter;
- (f) Be operable twelve (12) months of the year in all weather conditions

E9.3 Equipment for managing the Wood Waste material must meet the following minimum requirements:

- (a) Be capable of operating during a full twelve (12) months in all weather conditions;
- (b) Be capable of moving Wood Waste material within the Wood Waste Pads and Final Processed Material to the Designated Storage Area (E13).

E10. WOOD WASTE PAD MAINTENANCE AND REPAIRS

E10.1 The Contractor shall have all Wood Waste Chipped by May 31 and moved off of the Wood Waste Pad #1. As of May 1st, the Wood Waste received will be redirected to the Wood Waste Pad #2 where processing will occur from June 1st to June 14th. During this time the City of Winnipeg will be reassessing Wood Waste Pad #1 and performing any repairs or maintenance as required. If the maintenance required extends past June 14th, then the processing will continue on Wood Waste Pad #2 until it has been completed. Once completed, Wood Waste processing will be moved back to Wood Waste Pad #1.

E10.2 Throughout the Contract, the Contractor shall make every effort to avoid damage to the existing Wood Waste Pad. If in the opinion of the Contract Administrator that undue damage to the Wood Waste Pad has occurred due to the negligence of the Contractor, the Wood Waste Pad will be repaired and charged back to the Contractor.

E11. SCHEDULE

E11.1 Wood Waste Acceptance at Summit Road Landfill

- (a) Must be done at minimum Monday to Friday from 9 am to 5 pm;
- (b) The Contractor shall provide services and have equipment set up and onsite daily to accept all incoming material as per E4.2.

E11.2 Wood Waste Processing at Summit Road Landfill

- (a) From August 1st to Feb 28th, the Contractor shall Grind all Wood Waste material onsite by month end to the Final Product specification as per E12.
- (b) From March 1st to July 31st annually, the Contractor shall abide by the City of Winnipeg Elm Storage Permit as outlined in the **827-2023_City of Winnipeg Elm Storage Permit (E1.2)** for Dutch Elm Wood Waste. All other Wood Waste should be Processed onsite by month end to the Final Product specification as per E12.

- (c) Exceptions to the schedule may be requested Contract Administrator. Approval to the change of schedule is at the sole discretion of the Contract Administrator.

E12. FINAL PRODUCT

E12.1 The Processed Final Product Wood Waste material shall be:

- (a) Processed to a bark particle size of a maximum of fifty (50mm) millimeters;
- (b) Free of any contaminated materials;
- (c) Placed as per the direction of the Contract Administrator and E13.
- (d) Only material that has met the Final Product criteria will be paid. Payment will not be made upon acceptance of material.

E12.2 Once the Wood Waste material has reached Processed Final Product, the Contract Administrator or City of Winnipeg representative will assess the volume of the material using a drone in accordance with D29.4.

E13. DESIGNATED STORAGE AREA AND PLACEMENT

E13.1 Placed in windrows at the **Final Wood Waste Storage Pad** (E1.2) or other designated location provided by the City of Winnipeg within 150m of Grinding location within forty eight (48) hours of being approved by the Contract Administrator. These stockpile locations are subject to change under the Contract Administrators direction based on site availability.

E13.2 The windrows must be uniform with the following measurements' three (3) m in height, sixteen (16) m in width, fifty (50) m in length and a separation of seven (7) m in-between windrows.

E14. ENVIRONMENTAL PROTECTION

E14.1 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.

E14.2 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.

E14.3 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.

E14.4 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.

E15. ENVIRONMENTAL CLEANUP

- E15.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.
- E15.2 The Contractor is responsible to notify the Contract Administrator immediately of any spillage or leakage of Hazardous Substances.
- E15.3 The material must be cleaned up, picked, up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this E15.2 whichever is sooner.
- E15.4 In the event that the Contractor does not comply with E15.1 or E15.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move, or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.
- E15.5 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

E16. CONTAMINANTS

- E16.1 Contaminated loads that are accepted will be the responsibility of the Contractor to inspect and remove the Contaminants.
- E16.2 City of Winnipeg Wood Waste loads that contain contaminants shall be reported to the Contract Administrator and redirected to the Brady Road Resource Management Facility for disposal.
- E16.3 The City is not responsible for any damages to the Contractor's equipment that may result due to contaminants.
- E16.4 Any contaminants found in the Wood Waste stockpiles at Summit Road Landfill must be taken to Brady Road Resource Management Facility for proper disposal, tipping fees related to this material shall be borne by the Contractor.

E17. FACILITIES

- E17.1 The Contractor's staff will be required to supply their own portable toilet. Access to all onsite buildings is strictly for City Staff only.

E18. STATIONING OF EQUIPMENT

- E18.1 Equipment utilized for this Contract will be allowed to remain onsite at the Grinding Pad at Summit Road Landfill. The City is not responsible for any damages or theft of the equipment that may occur when stationed at the Summit Road Landfill.

E19. MOBILIZATION AND DEMOBILIZATION

- E19.1 The Contractors mobilization and demobilization costs shall be included in the unit prices posted in **827-2023 Form B-Prices**. There shall be no additional payments for the mobilization and demobilization.

E20. SCAVENGING

- E20.1 The Summit Road Landfill has a strict No Scavenging policy. The Contractor shall be responsible for any employees to ensure that scavenging does not take place. In the event that a Contractor or Contractors staff are caught scavenging, a minimum twenty thousand (\$20,000) dollar charge will be applied at the discretion of the Contract Administrator. Further, at the

Contract Administrator's discretion, scavenging may constitute grounds resulting in the immediate removal of the Contractor's staff and/or termination of the contract.

E20.2 All Dutch Elm and other Wood Waste collected, remains the property of the City of Winnipeg. Removal of this material will be considered Scavenging and fines will be addressed accordingly.

E21. ACTS AND REGULATIONS

E21.1 The Contractor shall follow The Forest Health Protection Act and the associated regulations. <https://web2.gov.mb.ca/laws/statutes/ccsm/f151e.php>. Any Offences and Penalties from not following the regulations will be the Contractors responsibility.

