



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 813-2024

**HOURLY RATES FOR HEAVY EQUIPMENT AT THE BRADY ROAD RESOURCE
MANAGEMENT FACILITY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HOURLY RATES FOR HEAVY EQUIPMENT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing 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 Proponent may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal 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 Proponent 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 their Proposal 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent 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.
- B4.7 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 Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- 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 Request for Proposal.
- 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 Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- 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 Proponent 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 Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B22.
- 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. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12; and,
 - (c) Project Understanding and Methodology (Section E) in accordance with B13.

- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent 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 Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than 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 Proposal 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than 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 Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent 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.

B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D35. Any such costs shall be determined in accordance with D35.

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 Proposals.

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 Unit Prices stated on Form "B" Prices shall be inclusive of the following:

- (a) Qualified operators (in accordance with E6);
- (b) Fuel, oil, lubrication, and all maintenance;
- (c) Any and all overtime and holidays;
- (d) Any and all travel time;
- (e) Any and all attachments;
- (f) All insurance and all other costs; and,
- (g) All other costs incidental to completing the Work performed in accordance with this Contract.

B10.5 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing heavy equipment operations related to landfilling services on up to three projects of similar complexity, scope and value.

B11.2 For each project listed in B11.1(a), the Proponent should submit:

- (a) description of the project (e.g. construction or landfill site), more point will be awarded for landfill operations experience;
- (b) role of the contractor, more points will be awarded for operation of heavy equipment;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (up to two current names with telephone numbers and email addresses per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractor's Supervisor (see D6), heavy equipment operators, and technical service providers. Include educational background and degrees, professional recognition, job title, years of experience in current position/year of experience operating specific pieces of heavy equipment, years of experience and years of experience with current employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project (e.g. construction or landfill site);
- (b) Role of the person (identify specific Equipment operated, if applicable);
- (c) Project Owner;
- (d) Reference information (up to two current names with telephone numbers and email addresses per project).

B12.4 The Contractor's Supervisor should have Landfill Operations Basics (LOB) certification from the Solid Waste Association of North America.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 Describe your firm's approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the Project.

B13.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements related to heavy equipment and its use in landfill operations, and;
- (b) any other issue that conveys your team's understanding of the Project requirements.

B13.4 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

B15. CONFLICT OF INTEREST AND GOOD FAITH

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

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

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

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

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

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

B16.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B16.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.5 and D7).

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

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.)

B16.5 Further to B16.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B16.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

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

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

B18. IRREVOCABLE OFFER

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

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

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

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 30% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B22.5.1 Further to B22.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B22.6 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B22.7 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.

- B22.8 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B22.9 Notwithstanding B22.1(d) to B22.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.
- B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B22.12 This Contract will be awarded as a whole.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D35 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B23.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of Heavy Equipment use to support operations at the Brady Road Resource Management Facility for the period from July 1, 2026 start date until June 30, 2031, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within eighteen (18) months prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on July 1 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 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Pushing, levelling and compacting solid waste;
- (b) Hauling and spreading of cover materials (soil) over solid waste;
- (c) Pushing, levelling and compacting dead animals and slaughterhouse waste;
- (d) Directing Equipment at the active waste disposal tipping face;
- (e) Excavating, transporting, and spreading of clean fill, wood chips, and other materials;
- (f) Road maintenance, including grading, ditching, and dust control;
- (g) Snow clearing at the tipping face and internal haul roads;
- (h) Computer-assisted Design (CAD) and surveying to develop electronic files for machine-controlled GPS assignments; and,
- (i) Assistance with fighting fires that occur at the Site.

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

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

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

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

D3. COOPERATIVE PURCHASE

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

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

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**BRRMF**", or "**Site**" means Brady Road Resource Management Facility;
 - (b) "**Equipment**" means bulldozers, excavators, articulated dump trucks, and all attachments and associated equipment;
 - (c) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
 - (d) "**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;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Ash Raichura, P.Eng.
Project Coordinator
Telephone No. 204-391-5311
Email Address.: ARaichura@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.
- D6.2.2 The Contractor's Supervisor shall respond to inquiries from the City's Site foremen within one (1) hour of a request for information.
- D6.3 The Contractor's Supervisor shall represent the Contractor on the Site and be responsible for overall management of the Work.
- D6.3.1 The Contractor shall give the Contractor's Supervisor all authority necessary to act on the Contractor's behalf under the Contract.
- D6.3.2 The whole (100%) time of Contractor's Supervisor, individually and respectively, shall be given to supervision of the performance of the Contract. If the Contractor's Supervisor is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the City's prior consent, and the Contract Administrator shall be notified accordingly.
- D6.4 The Contractor's Supervisor shall not be replaced without the prior consent of the Contract Administrator unless the appointed individual proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D6.4.1 If consent is withheld or subsequently revoked, or if the appointed person fails to act as the Contractor's Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- D6.5 The Contractor's Supervisor shall have Landfill Operations Basics (LOB) certification from the Solid Waste Association of North America within 6 months of the Contract being awarded. If a replacement Contractor's Supervisor is required, the Contractor will be extended the opportunity for the replacement Contractor's Supervisor to become LOB certified at the next available training and examination sessions.
- D6.5.1 The Contractor's Supervisor will be required to direct and manage Equipment movement at the tipping face, incorporating best practices provided in the LOB Course into operational activities at BRRMF.
- D6.6 The Contractor's Supervisor shall complete work tickets supplied by the City at the end of each work shift and when Work is completed or otherwise terminated. Tickets shall be completed so as to indicate the date, location of Work, Contractor's name, Equipment number, description of Equipment, start and finish time using the 24-hour clock, operator's name, and operator's signature.
- D6.6.1 These tickets are to be signed by the landfill foreman or his designate and are to be distributed as indicated on the bottom left of the ticket *at the end of each working day*. Tickets will be used to support the required invoice submissions under D27.4(b).
- D6.6.2 Failure to properly complete work tickets will result in possible delay or result in no payment for the shift involved until such time as the ticket is corrected and resubmitted.

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.
- D10.2 When working at the BRRMF, there is a potential to be exposed to toxic gases; the gases of concern are primarily methane and hydrogen sulfide. In some cases, the Contractor may be required to trench into the landfill which may expose Equipment operators to these gases.
- The Contractor shall include in their Safe Work Plan, measures that allow the employee a safe and reliable way to determine if they are potentially being exposed to these gases, and if supplemental monitoring and personal protective equipment is required.
- D10.3 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D10.4 Notwithstanding B16.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- (c) All risks property insurance for Contractors Equipment and tools to be used in connection of the Works;
- (d) The Certificate of Insurance is to include evidence of operations as detailed in the RFP.

D11.2 Deductibles shall be borne by the Contractor.

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

D11.4 The Contractor shall ensure that any subcontractors hired in connection with the Work provide evidence of insurances as outlined in Section D11.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba. Insurances to be maintained during the performance of Work.

D11.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11.6 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.7 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, [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, [Form H3 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 D12.1.3(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 identified in D5 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. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D14. EQUIPMENT LIST

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

D15. FUELLING DEPOT

- D15.1 The Contractor shall provide a detailed plan showing the location and design of the field fuelling depot, as described in E2.4.
- D15.1.1 If permitting is required, the Contractor shall provide a copy of the permit to the City.
- D15.2 The field fuelling depot shall be used exclusively for fueling the Contractor's Equipment. The Contractor must maintain apparatus at the fuelling depot for cleanup of fuel spills.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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 C6.17;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;

- (v) the contract security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the Equipment list specified in D14;
 - (viii) the fuelling depot plan specified in D15; and
 - (ix) 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.

D16.3 The Contractor shall not commence the Work on the Site before July 1, 2026.

D17. LICENSES AND REGULATIONS

D17.3 The Work shall be conducted and completed in accordance with the following:

- (a) Environment Act License No. 3081R
- (b) All applicable Regulations and By-Laws (e.g. Storage and Handling of Petroleum Products and Allied Products Regulation, M.R. 188/2001, Waste Management Facility Regulation, M.R. 37/2016).

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 and E3.1 of the Contract, the Contractor shall pay the City three thousand dollars (\$3,000.00) 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 (e.g. provision of Equipment and qualified operator) is rectified.

D18.2 The amount specified for liquidated damages in D18.1 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.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D19.1 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 delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D19.2 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.

D19.3 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 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.

D19.4 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 D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D19.5 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.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Equipment Storage Building, Parking Area, and associated roadways and approaches, as specified in E2;

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 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's Supervisor. 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D22.1 Further to B16.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B16.4.

D23. PLANT AND MATERIALS

- D23.1 Further to C9, the City shall assume the risk of and responsibility for the following Material from the time that the City delivers the Material to the Site until the Material is incorporated in the Work or is removed from the Site:
- (a) Aggregate for road construction and maintenance
 - (b) Tire derived aggregate (TDA)
- D23.2 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.
- D23.3 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.

D24. SAFETY

- D24.1 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.
- D24.2 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.
- D24.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;
- (g) there is no smoking at the BRRMF;
- (h) there is no non-emergency cell phone use while working, in accordance with the Site Safe Work Procedures;
- (i) there is adherence to all BRRMF Safe Work Procedures (SWPs), as provided at the contract initiation meeting and as updated from time to time.

D24.4 All Contractor staff shall attend a BRRMF Site Safety and Orientation Session prior to conducting any Work on site. The Site Safety and Orientation Session will be provided by City staff; at least 48 hours notice is required to schedule this training activity.

D25. SITE CLEANING

D25.1 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.

D25.1.1 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.

D26. DEFICIENCIES

D26.1 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.

D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D27. RECORDS

D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.

- D27.2 The Contractor shall document Equipment hours using an Operator Time Card. The Contractor shall submit the Operator Time Card to the City's Site foreman at the end of each working day.
- D27.3 Each Operator Time Card must be submitted, reviewed, and approved by the Contractor Supervisor on a daily basis.
- D27.4 On a monthly basis, the Contractor will be required to electronically submit a report that includes the following information:
- (a) Monthly records of odometer and hour meters from each piece of Equipment.
 - (b) Daily records of Equipment listed on Form B: Prices that is used on site, in Microsoft Excel format, including hours of operation (start, finish, breaks), operator name, and Work description.
 - (c) Monthly records of volumes of all materials moved within the Site, including mapping of loading and placement locations. City will provide current aerial imagery for Contractor mapping.
 - (d) Reports for any safety incidents that have occurred during the month (in addition to immediate reporting).
 - (e) Reports for any Equipment down-time that has occurred during the month (in addition to immediate reporting as per E7.8).
 - (f) Documentation of monthly safety training and weekly safety meetings.
 - (g) Other items as may be requested by the City.

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 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;
- D28.3 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)
- D28.4 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).
- D28.5 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).
- D28.6 Any other information requested by the Contract Administrator.
- D28.7 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 each portion of work performed during the previous calendar 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) type and quantity of Work performed, in accordance with D27.4;
- (c) the amount payable with GST and MRST shown as separate amounts; and
- (d) the Contractor's GST registration number.

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

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. PRICE ADJUSTMENTS

D31.1 Notwithstanding C10, the Unit Prices specified on Form B: Prices will be adjusted annually on the contract anniversary date (i.e. July 1), based on the indices identified in D31.2, and the composite index calculation steps presented in D31.3.

- (a) The price adjustment will consist of a percentage increase or decrease in the unit prices for the Contract year (July 1 through June 30).
- (b) The maximum allowable price adjustment for any Contract year shall not exceed +/- (increase or decrease) five percent (5%) relative to any prior price adjustment, regardless of the composite index calculation results.
- (c) All price adjustments shall be rounded to the nearest one hundredth of a dollar per hour (\$0.01/hr).
- (d) The calculations for the price adjustment will occur based on the availability of data from Statistics Canada, which is typically 3 months after the end of the last reference month in the annual average (i.e. July data is typically available in October). The price adjustment will be retroactive to the Contract Anniversary Date.
- (e) The unit prices specified on Form B: Prices will be adjusted to the first day of the Contract (i.e. July 1, 2026), based on the percent change of the weighed indices between July 2025 and July 2026. An adjustment will only be made if there is a net increase in the indices. In the event of a decrease, the unit prices will remain the same. The maximum price adjustment for the first day of the Contract shall not exceed five percent (5%).

D31.2 Price Adjustment Indices

- (a) Index "A" Statistics Canada Table: 18-10-0280-01:
 - (i) Construction, transportation, mining and forestry equipment rental and leasing [53241], Canada.
- (b) Index "B" Statistics Canada Table: 18-10-0140-01:
 - (i) Heavy equipment operator, basic construction union wage rate indexes, Winnipeg.

- (c) Index "C" Statistics Canada Table: 18-10-0004-01:
 - (i) Passenger vehicle parts, maintenance and repairs, Manitoba.
- (d) Index "D" Statistics Canada Table: 18-10-0001-01:
 - (i) Diesel fuel at self-service filling stations, Winnipeg.

D31.3 Composite Index Calculation Steps:

- (a) Each data series (Index A through Index D, as listed above) is normalized to July 2026, based on the following weighting of each index:
 - (i) Index "A" 46%
 - (ii) Index "B" 32%
 - (iii) Index "C" 18%
 - (iv) Index "D" 4%
- (b) The sum of the weighted indices are taken to calculate a monthly composite index.
- (c) The annual index values are calculated by taking the average of the monthly index ending in June of each year (e.g. July 2026 to June 2027).
- (d) The year-over-year percentage change from the composite index from the prior year is applied to the next year's adjustment (e.g. the annual average ending June 2027 is applied for the preceding year).

D31.4 The Contractor will provide the Contract Administrator in writing with all required calculations and documentation for the price adjustments outlined in D31.3. The Contractor will provide the adjustment no later than 14 days after all data sets are available from Statistics Canada. The Contract Administrator will review the calculations and documentation provided by the Contractor prior to implementing the price adjustments.

D32. PAYMENT SCHEDULE

D32.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D33. WARRANTY

D33.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D34. DISPUTE RESOLUTION

D34.1 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 D34.

D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D34.3 The entire text of C21.5 is deleted, and amended to read:

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

- D34.4 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.
- D34.4.1 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.
- D34.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D34.4.3 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.
- D34.4.1 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 D34.4.3, 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

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D35.1 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.
- D35.2 Further to D35.1, in the event that the obligations in D35 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.
- D35.3 For the purposes of D35:
- (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.
- D35.4 Modified Insurance Requirements
- D35.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations.

The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D35.4.2 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.

D35.4.3 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.

D35.4.4 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.

D35.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D35.5 Indemnification By Contractor

D35.5.1 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.

D35.5.2 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.

D35.6 Records Retention and Audits

D35.6.1 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.

D35.6.2 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 D35.6.1 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.

D35.7 Other Obligations

- D35.7.1 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.
- D35.7.2 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.
- D35.7.3 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.
- D35.7.4 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.
- D35.7.5 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.
- D35.7.6 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D36. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D36.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D36.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to

provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

FORM K: EQUIPMENT
(See D14)

HOURLY RATES FOR HEAVY EQUIPMENT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

<p>1. Category/type: Bulldozer with Machine Controlled Blade</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: Bulldozer</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: Articulated Dump Truck #1</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>4. Category/type: Articulated Dump Truck #2</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D14)

HOURLY RATES FOR HEAVY EQUIPMENT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

5. Category/type:	Excavator		
Make/Model/Year:	_____	Serial No.:	_____
Registered owner:	_____		
Make/Model/Year:	_____	Serial No.:	_____
Registered owner:	_____		
Make/Model/Year:	_____	Serial No.:	_____
Registered owner:	_____		

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents 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. FACILITIES

- E2.1 The City will provide Contractor Facilities at the Site for the Contractor to use and maintain throughout the Contract. The Contractor responsibilities to maintain the function and condition of the Facilities shall include, but not be limited to:
- (a) Equipment Storage Building;
 - (b) Parking area;
 - (c) Associated Roadways and Approaches;
- E2.2 Contractor will be responsible for the security and maintenance of the Contractor Facilities.
- E2.2.1 The Contractor shall maintain the Contractor Facilities in a clean and orderly condition. The Contractor shall control dust within the Contractor Facilities at all times.
- E2.2.2 The Contractor shall be responsible to maintain all vehicular surfaces (roadways & parking areas) within the Contractor Facilities, including snow clearing.
- E2.2.3 Maintenance of the Contractor Facilities shall include the granular parking area, roadways, and approach(es). These items shall be maintained at least once per year; maintenance shall include grading the surface providing positive drainage to adjacent ditches, and application of new gravel as required.
- E2.3 It is noted that the Site is not connected to the City's water distribution or wastewater collection systems. Maintaining the Facilities shall include, but not be limited to, these principle items:
- (a) The Contractor shall obtain required permits;
 - (b) The Contractor shall maintain existing power, wiring, and lighting facilities;
 - (c) The Contractor shall provide onsite sanitary facilities and potable water facilities for their staff, operators, and Equipment, as specified and as required by governing agencies.
- E2.4 The Contractor will be responsible for providing their own containment and storage systems for all Equipment and related fuel and lubricants within the Contractor Facilities. The Contractor will be responsible to ensure that the containment and storage systems meet all applicable regulations, and obtain all required permits and licenses (e.g. Storage and Handling of Petroleum Products and Allied Products Regulation, M.R. 188/2001).
- E2.4.1 A detailed plan must be provided by the Contractor showing the location and design of his field fuelling depot (see D15), which will be subject to the review and written acceptance by the Contract Administrator.
- E2.5 The Contractor shall obtain written approval from the Contract Administrator prior to installing any non-temporary Facilities within the Contractor Facilities.
- (a) Upon completion of the Contract, the Contractor shall either leave the non-temporary Facilities installed within the Contractor Facilities in condition suitable for future use by the City, or remove the non-temporary Facilities from the Contractor Facilities. This decision will be at the discretion of the City's Contract Administrator.

E3. SERVICES

- E3.1 The Contractor shall supply and operate heavy Equipment and provide supplementary services on an as required basis to support operations at the Brady Road Resource Management Facility in accordance with the requirements hereinafter specified.
- E3.2 Item No. 1 – Bulldozer with Machine Controlled Blade shall be provided as per E10.1.
- E3.3 Item No. 2 - Bulldozer shall be provided as per E10.1.
- E3.4 Item No. 3 – Material Moving Equipment shall be provided as per E10.2.
- E3.5 Item No. 4 – Articulated Dump Truck shall be provided as per E10.2.5.
- E3.6 Item No. 5 – Excavator shall be provided as per E10.2.6.
- E3.7 Item No. 6 – CAD Technician shall be provided as per E10.3.
- E3.8 Item No. 7 - Surveyor shall be provided as per E10.4.

E4. COMPLETION OF WORK

- E4.1 The Contractor's Supervisor shall respond to inquiries from the City's Site foreperson within one (1) hour of a request for information.
- E4.2 The Contractor's Supervisor shall initiate the Work request from the City's Site foreperson within four (4) hours, where practical.

E5. HOURS OF WORK

- E5.1 The hours of operation for the Brady Road Resource Management Facility area available on the City's website at www.winnipeg.ca.
- E5.2 The normal operation of the Equipment will coincide with the operating hours of the BRRMF. Where Work is delayed or terminated by rain or some other factor 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. The Contract Administrator will have full authority to determine when additional Work is required and when the Contractor will do the Work.
- E5.3 The City will endeavour to provide the Contractor with monthly Equipment work schedules one week in advance of the following month. An estimated typical monthly Equipment work schedule is provided as follows:
 - (a) Bulldozer with Machine Controlled Blade: five (5) days per week, ten (10) hours per day
 - (b) Bulldozer: seven (7) days per week, ten (10) hours per day
 - (c) Material Moving Equipment: five (5) days per week, eight (8) hours per day
- E5.4 No premium will be paid for overtime, holidays or weekends.

E6. CONTRACTOR OPERATOR COMPETANCE AND PERFORMANCE

- E6.1 The Contractor operators must conform to all safety regulations within the BRRMF, and must attend all safety meetings as determined by the Contract Administrator.
- E6.2 No smoking on site. The Contractor must adhere to the City's Smoke Free Work Environment Protocols at all times.
- E6.3 No cell phone use on site (except in designated areas). The Contractor must adhere to the Site Safe Work Procedure for Cell Phone Use at all times.

- E6.4 All heavy equipment operators must have at least one year of experience operating the specific piece of Equipment that they will be operating for this Contract.
- E6.5 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.
- E6.6 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.

E7. EQUIPMENT

- E7.1 The Contractor shall provide all Equipment sufficient to perform and complete the Work on time and on a consistent basis.
- E7.2 All Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and Regulations.
- E7.3 The Contractor shall, on demand, produce valid certificates of inspection, issued by the applicable governmental authority or other authorized agencies for all applicable Equipment.
- E7.4 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.
- E7.5 In addition to any Equipment safety requirements required by legislation, all Equipment shall be equipped with the following:
- (a) Rollover projective structure (ROPS), climate-controlled cab;
 - (b) reverse alarm;
 - (c) fire suppressant devices;
 - (d) transmission safety switch (kill switch);
 - (e) Front headlights and rear work lamps;
 - (f) rotating amber caution light(s) with 360° visibility;
- E7.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's Equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's Equipment and facilities are adequate to perform the Work. Furthermore, prior to the Award of the Contract, the Bidder may be required to arrange to have the Equipment inspected by a third party (third party to be identified by the Contract Administrator) to verify that it is in good operating condition and meets the Specifications.
- E7.7 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.
- E7.8 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. 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 required under D27.4.

- E7.9 Should a piece of Equipment break down, the Contractor shall notify the City within one (1) hour. Replacement Equipment, in the event of Equipment supplied under this Contract breaking down, requiring repair or being unavailable for regular Work the Contractor shall ensure replacement Equipment acceptable to the Contract Administrator or designate is delivered to the site and in use within twenty-four (24) hours. All costs associated to supply replacement Equipment at the Site shall be borne by the Contractor.
- E7.10 All Equipment supplied under this Contract must remain at the Site and be available for use at the Site at all times. However, should the Contractor choose to remove any Equipment from the Site when not in use, the Contractor shall ensure that the Equipment is returned to the Site within 24 hours. All costs associated with removal or return of Equipment shall be borne by the Contractor.
- E7.11 The City will supply and install 2-way communication radios in each piece of Equipment to facilitate Site communications with City staff.
- (a) The Contractor shall provide the City with access to each piece of Equipment at least two (2) weeks in advance of the commencement date stated in D16.3.
 - (b) All Equipment shall include space to mount the 2-way communication radio and microphone where they will not interfere with the operator's view or controls. Minimum space required for the radio is as follows:
 - (i) Depth: 21 cm (8 inches)
 - (ii) Width: 18 cm (7 inches)
 - (iii) Height: 8 cm (3 inches)
 - (c) All Equipment shall include a switched 12-volt DC, fused at 10-ampere supply (+) and (-), exclusively for communication radio power.
 - (d) The Contractor shall maintain the condition and function of the communication radios throughout the duration of the Contract.
- E7.12 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.

E8. MAINTENANCE AND REPAIRS

- E8.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for Equipment supplied under this Contract. Maintenance and repairs shall include, but not be limited to:
- (a) manufacturer's recommended scheduled maintenance (e.g. oil, filters, lubrication), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules);
 - (b) inspection and/or replacement of wearing components (e.g. belts, brakes, suspension); and,
 - (c) repair or replacement Equipment failures (e.g. tire blowouts, hose blowouts, loose trim, electronics failure).
- E8.2 The City shall not be responsible for repair of tires.

E9. WEAR AND TEAR

- E9.1 The Contractor shall have no claim against the City for any costs to rectify any wear or damage to Equipment utilized at the Site.

E10. HEAVY EQUIPMENT AND TECHNICAL SERVICES

E10.1 Bulldozer

- (a) Flywheel power approximately 149 kW (200 HP);
- (b) Operating weight of approximately 20,000 kg (44,000 lb);
- (c) Designed for use at waste disposal facilities (landfills);
- (d) Include a hydraulically controlled blade designed for use at waste disposal facilities (landfills);
- (e) Tracks shall be low ground pressure (LGP) pads and equipped with cleats for improved traction in the winter months;
- (f) Manufactured less than two years prior to the Award of the Contract and/or have less than approximately 2,000 original hours.
- (g) An example of acceptable equipment would be a Deere 850K, Caterpillar D6 or equivalent.

E10.1.1 These units will be used to push waste materials and place cover materials as well as assist the Material Moving Equipment in the handling of excavated materials.

E10.1.2 One of the two units supplied with this Contract must include machine-control and guidance equipment.

E10.2 Material Moving Equipment

E10.2.1 Two (2) Articulated Dump Trucks (ADT) and one (1) Excavator shall be provided as Material Moving Equipment.

E10.2.2 The hourly unit rate for Material Moving Equipment shall include one ADT and one Excavator working in tandem.

E10.2.3 These three units will typically be used together to convey and deposit materials (e.g. clean fill, woodchips, compost, aggregates) within the Site. The number and size of units was selected to optimize hauling efficiency within the Site.

E10.2.4 Prices shall be inclusive of any ancillary equipment necessary to excavate or load material at the point of origin.

E10.2.5 Articulated Dump Truck

- (b) Net peak power of approximately 260 kW (350 HP)
- (c) Rated payload of approximately 27 tonnes (30 US tons)
- (d) Struck capacity of approximately 13 m³ (17 yd³).
- (e) Manufactured less than two years prior to the Award of the Contract and/or have less than approximately 2,000 original hours.
- (f) An example of acceptable equipment would be a Deere 310 P-Tier, Caterpillar 730 EJ, or equivalent.

E10.2.6 Excavator

- (g) Flywheel power of approximately 134 kW (180 HP)
- (h) Operating weight of approximately 25,000 kg (55,000 lb)
- (i) Digging bucket capacity of approximately 1.6 m³
- (j) Clean-up bucket capacity of approximately 3.0 m³
- (k) Include a thumb attachment

- (l) Manufactured less than two years prior to the Award of the Contract and/or have less than approximately 2,000 original hours.
- (m) An example of acceptable equipment would be a Deere 250G, Caterpillar 320, Case CX260E or equivalent.

E10.3 CAD Technician

- (a) CAD Technician shall develop files for use with machine-controlled Equipment.
- (b) CAD Technician shall incorporate existing and new survey data into design files for landfill operations.
- (c) CAD Technician work will primarily be related to the development of design elevations and grades for placement and compaction of waste received at the active disposal cell.

E10.4 Surveyor

- (a) Surveyor shall be competent in ground surveys to support landfill operations.
- (b) Surveyor shall provide geodetic data for the Contractor's CAD Technician use in the development of design elevations and grades for Equipment operation at the active disposal cell.
- (c) Contractor shall supply a base station to provide geodetic information.

E11. METHOD OF OPERATION

- E11.1 The Contractor shall recognize that the Site is not a closed construction site; customers including the general public visit the site for waste disposal purposes.
- E11.2 The Contractor will operate in a safe manner as directed by the Contract Administrator or the designated representative.
- E11.3 Contractor Equipment will not utilize or cross regular roadways or areas intended for use by the public or City vehicles; a dedicated Equipment haul road exists between the disposal area and Contractor's Facilities for Equipment travel to the Work area. In instances where such crossings or usage are deemed unavoidable, any damage to such roadways or areas shall, at the discretion of the Contract Administrator or his designate, be repaired immediately to their satisfaction and all costs associated therewith shall be borne by the Contractor.
- E11.4 Construction and maintenance of Equipment haul roads is the sole responsibility of the Contractor and such Work will be conducted at the Contractors expense outside of regular working hours.
- E11.5 The Contractor shall protect landfill gas extraction wells, buried lateral pipes, and related infrastructure from damage. The Contractor shall be responsible for the cost of repairing any damage to the landfill gas system caused by the Contractor.
- E11.6 For Contractor Work involving the excavation of material or the removal of stockpiled material from one location to another, the Contractor will conduct volumetric surveys to determine the Work completed on excavations or removal of stock piled material.

The Site is controlled by numerous safe work procedures (SWPs), including speed limits, to promote and maintain a safe working environment for all staff that the public. The Contractor will be provided with copies of all SWPs applicable to the Site. The Contractor agrees to abide by all SWPs and ensure that their agents or Subcontractors obey all regulations. The Contractor shall require that all their staff, agents, or Subcontractors wear the necessary safety gear as prescribed by the Contract Administrator. The Contractor will recognize that regulations change from time to time and will conform to any changes as directed by the Contract Administrator.

- E11.7 The Contract Administrator reserves the right to modify methods of operation at the Site and the Contractor shall follow reasonable instructions regarding changes in operational methods.

