



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1073-2025

PROVISION OF PUMPING, HAULING, AND DISPOSAL OF LEACHATE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PUMPING, HAULING, AND DISPOSAL OF LEACHATE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 13, 2026.

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 Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

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

B3.4 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

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

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

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

B7. SUBSTITUTES

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

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

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

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

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8. BID SUBMISSION**
- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B11.2 The Persons are:

(a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

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

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

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

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and

conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the

Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

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

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

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

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

B15. IRREVOCABLE BID

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

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work

until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

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

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

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

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

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

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

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

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of pumping, hauling, and disposal of leachate from the Brady Road Resource Management Facility, Kilcona Park, Summit Road Landfill and Westview Park for the period from April 1, 2026 until March 31, 2028, 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 Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

- (a) Pumping and hauling of leachate from Brady Road Resource Management Facility (BRRMF), Summit Road Landfill, Westview Park, and Kilcona Park;
- (b) Disposing of the leachate at the North End Water Pollution Control Centre (NEWPCC); and
- (c) The work to be done shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and completion of the Work.

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 their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"BRRMF"** means Brady Road Resource Management Facility;
 - (b) **"Leachate"** means water that has percolated through a solid and leached out some of its constituents.
 - (c) **"NEWPCC"** means North End Pollution Control Center
 - (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;
 - (e) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Chris Kozak
Superintendent of Landfill Operations
Telephone No. 204-986-2384
Email Address. ckozak@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. SUPPLIER CODE OF CONDUCT

- D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D9. UNFAIR LABOUR PRACTICES

- D9.1 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> conventions as ratified by Canada.

- D9.2 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.
- D9.3 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.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 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.
- D9.5.1 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.
- D9.5.2 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 D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 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

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Contractors Pollution Liability (CPL) insurance in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate insuring against claims covering third party injury and property damage claim, including clean-up costs and transported cargo as result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Contractors Pollution Liability to name the City as additional insured and remain in place during the performance of the Work and for twelve (12) months after total completion
- (d) Certificate of insurance to specifically state that the operations include: "pumping, hauling and disposal of leachate"

D12.2 Deductibles shall be borne by the Contractor.

D12.3 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.

D12.4 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.

D12.5 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.

D13. EQUIPMENT LIST

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

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D12;
 - (iv) the equipment list specified in D13;
 - (v) the direct deposit application form specified in D27; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
 - (c) The Contractor shall provide a field fueling and spill cleanup plan as specified in D18.1.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 of the Contract, the Contractor shall pay the City two thousand three hundred and ninety two dollars (\$2392) per Working Day for each and every Working Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified.
- D15.2 The amount specified for liquidated damages in D15.1 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.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D16.2 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.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D16.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

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

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

D18. ENVIRONMENTAL CLEANUP

- D18.1 The Contractor is responsible for the immediate cleanup of spillage or leakage of material within two (2) hours of release. This material includes but is not limited to leachate, gasoline, diesel, and hydraulic fluid.

D19. SAFETY

- D19.1 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.
- D19.2 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.
- D19.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) all persons employed in the performance of the Work or otherwise will wear protective clothing always covering their arms and legs, during collection and disposal of leachate;
 - (h) all persons employed in the performance of the Work or otherwise will wear upper body clothing has reflective material as part of the clothing or a reflective vest be always worn during collection and disposal of leachate;
 - (i) all persons employed in the performance of the Work or otherwise wear CSA safety boots, reflective upper body clothing (ex. high visibility vest), non-permeable gloves and eye protection always during collection and disposal of leachate;
 - (j) Any additional safety protective equipment that is required for the work that the City deems mandatory will be at the expense of the contractor (ie. goggles, fall arrest, respirator mask etc.).

D20. SITE CLEANING

- D20.1 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.
- D20.1.1 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.
- D20.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D21. VERIFICATION OF MEASUREMENT

- D21.1 The Contractor shall provide notice to the Contract Administrator or his/her designate one (1) week prior to commencement of the pumping operations.
- D21.2 Each waste disposal vehicle shall have a detailed log of loads disposed of at the NEWPCC, which would include volume (kilolitres), originating site, manhole number, date and time. This must be included in the monthly invoice.
- D21.3 BRRMF Site:
- (a) There is a weigh scale at this Site. The volume of each load shall be determined by weighing the waste disposal vehicle and tank, both empty and loaded full with leachate, and converting to volume in kilolitres using a conversion factor of one (1) tonne (1000 kilograms) equal to one (1) kilolitre (1000 litres).
 - (b) The Contractor must obtain all weigh scale tickets for every load hauled from BRRMF for the duration of the Contract and must produce them upon request from the Contract Administrator.
- D21.4 Summit Road Landfill:
- (a) There is a weigh scale at this Site. The volume of each load shall be determined by weighing the waste disposal vehicle and tank, both empty and loaded full with leachate, and converting to volume in kilolitres using a conversion factor of one (1) tonne (1000 kilograms) equal to one (1) kilolitre (1000 litres).
- D21.5 The Contractor must obtain all weigh scale tickets for every load hauled from Summit for the duration of the Contract and must produce them upon request from the Contract Administrator.
- D21.6 Westview and Kilcona Park Landfills:
- (a) There will not be a weigh scale at these locations for the entire duration of this Contract. The capacity of each tank used shall be determined by weighing the waste disposal vehicle and tank both empty and loaded full with leachate using the BRRF landfill weigh scale, and converting to volume in kilolitres using a conversion factor of one (1) tonne / one thousand (1000 kilograms) equal to one (1) kilolitre / one thousand (1000 litres). The loaded full level shall be identified by a visual load indicator such as a sight glass on each tank used. The indicator shall be maintained or replaced when not functioning properly or unreadable or as requested by the Contract Administrator.
 - (b) Spot checks may be issued from time to time to verify onsite if the visual load indicator is functioning correctly.
- D21.7 The Contractor must weigh any new waste disposal vehicle to the work (new, used or temporary) immediately before its first load and immediately after it is full and record this in the log books.

D21.8 Under no circumstances will payment be made for any load(s) for which the Contractor does not submit either a weigh ticket or log verifying loads in accordance with D21.2. No exceptions will be considered.

D22. DEFICIENCIES

D22.1 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.

D23. ORDERS

D23.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D24. RECORDS

D24.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D24.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D24.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month within fifteen (15) Calendar Days of a request of the Contract Administrator.

D25. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D25.1 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:

D25.2 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;

D25.3 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)

D25.4 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).

D25.5 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).

D25.6 Any other information requested by the Contract Administrator.

D25.7 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.

INVOICES AND PAYMENT

D26. INVOICES

- D26.1 Further to C12, the Contractor shall submit a monthly invoice for each portion of work performed:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D27. PAYMENT

- D27.1 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.

D28. PAYMENT SCHEDULE

- D28.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D29. WARRANTY

- D29.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D30. DISPUTE RESOLUTION

- D30.1 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 D30.
- D30.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D30.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's 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 their Appeal Form.
- D30.4 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.
- D30.4.1 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.
- D30.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D30.4.3 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.
- D30.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D30.4.3, 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

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 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.
- D31.2 Further to D31.1, in the event that the obligations in D31 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.
- D31.3 For the purposes of D31:
- (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.
- D31.4 Modified Insurance Requirements
- D31.4.1 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 their Ministers, officers, employees, and agents shall be added as additional insureds.

- D31.4.2 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.
- D31.4.3 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.
- D31.4.4 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.
- D31.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D31.5 Indemnification By Contractor

- D31.5.1 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.
- D31.5.2 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.

D31.6 Records Retention and Audits

- D31.6.1 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.
- D31.6.2 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 D31.6.1 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.

D31.7 Other Obligations

- D31.7.1 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.
- D31.7.2 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.
- D31.7.3 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.
- D31.7.4 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.
- D31.7.5 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.
- D31.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM K: EQUIPMENT
(See D13)

PROVISION OF PUMPING, HAULING, AND DISPOSAL OF LEACHATE

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

FORM K: EQUIPMENT
(See D13)

PROVISION OF PUMPING, HAULING, AND DISPOSAL OF LEACHATE

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

(a) Please note that actual conditions may vary from the information shown on the Drawings

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
CoverSheet	Map of City: location of landfill sites and NEWPCC
SWD-D-163-R1	Kilcona Park, "site plan".
SWD-D-197-RA	Brady, Leachate Collection Sump Manhole - Details.
SWD-260	Summit Road, Leachate Collection System Details.
SWD-D-336-C-R3	Westview Park, Leachate System, Plan & Section.
SWD-D-337-C-R4	Westview Park, Leachate Collection System, Details
SWD-D-338-R4	Brady, Leachate Collection System, General Plan.
SWD-D-347-R1	Summit Road, Area 8 Leachate System, Details.
SWD-D-115-R1	Summit Road, Site Plan.
1-0400B-C0001-001-00	BRRMF Pilot Biosolids Composting Facility
1-0400A-M0004-001	448-2017_Drawing_15-0107-014_M01-R0
1-0400A-M0007-001	448-2017_Drawing_15-0107-014_M04-R0

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

E2. SERVICES

E2.1 The Contractor shall pump leachate from the BRRMF, Summit Road landfills, Westview Park and Kilcona Park and transport and dispose of it at NEWPCC in accordance with the requirements hereinafter specified.

E2.2 Work done under this Contract shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies and all things necessary and incidental to the satisfactory performance and completion of the Work specified in D2.

E3. ACCESS TO SITES

E3.1 The Contract Administrator or his/her designate shall be the main contact for access to all Sites.

E3.2 The Contract Administrator will provide the Contractor with access keys for all sites where applicable.

E3.3 BRRMF

E3.3.1 BRRMF is an active landfill site and is accessible during the normal hours of operation in effect at the site. The Contractor shall co-operate fully with others at the Site and not interfere with operational activities. Access roads to the leachate pumping locations will be maintained by the City. The Contractor shall be responsible to inform the Contract Administrator if access road maintenance is necessary at this Site. The road maintenance will be arranged by the Contract Administrator and performed to a standard established by the Contract Administrator.

E3.3.2 The Site is closed November 11 (Remembrance Day), December 25 (Christmas Day), and January 1 (New Year's Day).

Hours of Operation for BRRMF		
Season	Opens	Closes
Summer (May to October)	05:30	20:00
Winter (November to April)	05:30	18:00

E3.4 Summit Road Landfill

E3.4.1 Summit Road is a closed landfill site. Access to the site is controlled by the main entrance gate on Summit Road. The Site is operational between 7 am and 5 pm (Monday – Friday apart from statutory holidays). The Contractor shall be responsible to inform the Contract Administrator if access road maintenance is necessary at this site. The road maintenance will be arranged by the Contract Administrator and performed to a standard established by the Contract Administrator.

E3.5 Westview and Kilcona Parks

E3.5.1 Westview and Kilcona Parks are closed landfill sites that are currently operated as public parks. The Contract Administrator will advise the Contractor when these Sites are accessible. Access to these sites is controlled by gates. The Contractor shall be responsible for “opening and closing and locking” gates upon entry and exit at Westview Park and may be at Kilcona Park. The Contractor shall be responsible to plan with the Contract Administrator if activities extend beyond the Parks’ hours of operation.

E4. INSPECTION

E4.1 The Contractor shall give the Contract Administrator at least two (2) Business Days notice prior to commencement of the initial pumping operations at each location in order to allow for arrangement of the Contract Administrator to be present.

E4.2 The Contract Administrator may inspect the Contractors activities during the provision of services.

E5. LEACHATE PUMPING

E5.1 The Contractor shall pump leachate from various locations at BRRMF, Summit Road Landfill, Westview Park and Kilcona Park into waste disposal vehicles for transport to the NEWPCC for disposal.

E5.2 The Contractor will provide the Contract Administrator by email with a monthly work plan for his approval. The work plan will contain the site names, pumping locations and the leachate volumes that the Contractor intends to service daily. The Contract Administrator may vary the work plan at his discretion.

E5.3 The Contractor shall make all necessary repairs or changes to the equipment within twenty-four (24) hours of receiving notice from the Contract Administrator.

E5.4 Pumps:

- (a) All pumps shall be explosion proof if they are to be operated within three (3) metres of any leachate manholes, risers or monitoring instrumentation. Pumps and connective piping shall be of a size to fit the various pump-out facilities.
- (b) The Contractor shall supply a minimum of five (5) pumps at Brady Road Landfill and four (4) at Summit Road Landfill shall be provided for pumping, and a minimum of one pump each shall be provided for the Westview Park and Kilcona Park sites, to maintain the work plan outlined in the Specifications herein.

- (c) In past contracts, Contractors have used hydraulically powered submersible pumps for BRRMF and Summit Road, a portable centrifugal pump at Westview Park, and an electrically powered submersible or jet pump at Kilcona Park.

E5.5 Pumping:

- (a) The Contractor shall be aware of the possible presence of methane gas. No sparks or flames shall be allowed in the vicinity of the manholes, riser pipes or storage tanks. A non-smoking policy during pumping and unloading of leachate shall be strictly adhered to. The Contractor shall be aware of the possible corrosive characteristic of leachate and take measures to prevent skin contact with the liquid.
- (b) During all leachate pumping activities, the Contractor shall supply, install, and maintain adequate temporary safety and traffic control devices, such as high-visibility pylons, cones, or barricades, around the pumping vehicle and associated equipment. These measures shall be sufficient to identify the work area, restrict unauthorized access, and mitigate risks to personnel, the public, and site operations.

E5.5.1 The Contractor shall provide onsite supervision while pumping is in progress.

E5.6 BRRMF, Summit Road and Westview Park:

- (a) Leachate shall be pumped from leachate collection manholes at the locations shown on the attached drawings directly into waste disposal vehicles. There currently are eleven (10) locations at the Brady Road Landfill, ten (10) locations at the Summit Road Landfill, and one (1) at Westview Park.
- (b) New locations could be added based on site needs; these will be communicated to the Contractor with at least a two (2) week notice.

E5.6.2 The Leachate Tank at BRRMF has a maximum head height capacity of 7.5m. If the liquid level reaches beyond 7.5m the containment tank can overflow. It is the Contractor's responsibility to ensure that levels are pumped to stay below 7.5m. There is a level reader on the tank indicating the current level.

E5.6.3 The Contract Administrator may need to direct the Contractor to relocate pumps to other pumping locations based on operational needs. The Contractor will be required to relocate the pump(s) within twenty four (24) hours.

TABLE 1 – BRRMF, Summit, and Westview Approximate Manhole Depths.

Manhole No.	Approximate Depth Rim to Invert (m)	Manhole No.	Approximate Depth Rim to Invert (m)
BRRMF			
Leachate Tank	7.5	Area D Manholes 1-4	10.0
27	9.4		
31	10.0		
33	9.8		
34	10.0		
Biosolids Pad	10.0		
SUMMIT ROAD LANDFILL			
1	6.0	6	7.8
2	5.5	7	7.9
3	6.9	8	7.1
4	6.3	9	7.6
5	6.3	10	10.6
WESTVIEW PARK			
1	5.6		

- E5.6.4 The Contractor shall be responsible to remove, replace and secure manhole covers and access prevention bars properly before, during and after pumping from a manhole. The Contractor is responsible to ensure that access to the manhole cannot be gained by anybody else whenever pumping activities are in progress and then when pumping is relocated to another manhole.
- E5.6.5 When pumping from a manhole that does not allow the use of its closure cover and prevention bar, the Contractor shall have the top secured on the manhole with a temporary manhole safety grill and shall properly secure (lock) the temporary grill to the manhole so that it cannot be lifted or removed. Temporary manhole safety grills are available at BRRMF and Summit Road. Locks will be provided by the City to properly secure the temporary safety grills.
- E5.6.6 Pumping operations, once started, shall continue at each location until no significant amount of leachate remains or the specified amount of leachate is removed, as determined by the Contract Administrator or his/her designate. Certain pumping locations may not yield a full load within the Contractors desired time frame. The Contractor may move the waste disposal vehicle to another approved pumping location on the same site to complete the load. The Contractor must haul full loads to NEWPCC, unless otherwise approved by the Contract Administrator in writing.
- E5.6.7 Landfill cells at BRRMF developed after August 1, 2013 are required by the Environment Act Licence No. 3081 R to maintain a maximum leachate head not exceeding 30 cm elevation over the crown of the collection system. If by fault of the Contractor's equipment this leachate head height cannot be maintained liquidated damages will be charged to cover the cost to maintain the leachate level in the landfill cells at BRRMF developed after August 1, 2013 to maintain Environmental Compliance as per the Environment Act Licence No. 3081 R.
- E5.7 Westview Park
- E5.7.1 A loading station is provided at Westview Park, access to the loading station is controlled by a locked gate. The manhole cover has a small access hatch for pumping leachate. The access hatch has a diagonal safety bar that the Contractor shall replace and secure immediately after pumping if the safety bar is removed for pumping leachate.
- E5.7.2 The Contractor shall, at least three (3) Business Days prior to commencement of Work at the Westview Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this Site.
- E5.8 Kilcona Park
- E5.8.1 Leachate at Kilcona Park shall be pumped from inclined leachate riser pipes shown on the Drawings. The riser pipes contain a thin-walled, flexible liner pipe having an internal diameter of 100 millimetres. An airline pipe (1/2" black poly) is also inserted into the risers. The airline pipe can be removed. The riser pipes are equipped with a locked lid and slip cap. The Contractor shall be responsible for re-inserting the airline, replacing the slip cap and locking the riser after pumping.

TABLE 2 – Kilcona Leachate Riser Approximate Depths.

Leachate Riser	Approximate Length of Riser (m)	Approximate Vertical Height of Riser (m)
R1	37.0	12.0
R2	40.0	11.0
R5	45.0	12.5
R6	48.0	9.5
R7	37.0	9.0
R8	28.0	9.5

R9	22.0	11.0
R10	27.0	9.0

- E5.8.2 Leachate shall be pumped directly into a waste disposal vehicle and no temporary on-site storage tank(s) shall be permitted.
- E5.8.3 The Contractor shall note that the pump-out locations for Kilcona Park are on land-filled areas which could experience settlements.
- E5.8.4 The Contractor shall, at least three (3) Business Days prior to commencement of Work at Kilcona Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this site.
- E5.8.5 The Contractor shall pump one (1) riser from the west side of the Site and one (1) on the east side of the Site for a total of two (2) per year to reach the approximate quantity of leachate to be removed according to Form B.
- E5.9 Pumping Location Housekeeping
- E5.9.1 The Contractor shall prevent excess leachate in the hose from running out onto the ground or into surface water after the hose has been unhooked from the vehicle. This leachate must be drained back into the pumping location.
- E5.9.2 The Contractor shall prevent any hydraulic fluid from coming into contact with the ground.
- E5.9.3 The Contractor shall remove any personal litter or work-related debris from all work areas and work sites and dispose into a designated waste disposal container.
- E5.10 Special Pumping Requirement
- E5.10.1 The Contractor may be required to respond to a special situation at any one of the pumping locations. The response may include the relocation of a pump and the immediate pumping of that location. This response has to be accomplished within four (4) hours of notice from the Contract Administrator. The Contractor will be compensated one thousand (\$1,000) dollars per request. Leachate loads from the special response will be paid at normal unit rates.
- E5.10.2 In the event the Contractor is required to remain on Site but is unable to pump due to unforeseen circumstances, including but not limited to operational delays, site conditions, equipment issues, or delays outside the Contractor's control, a standby charge shall apply. Standby time shall be calculated from the time the Contractor arrives on site and is ready to perform the work until such time as work resumes or the Contractor is released from the Site.

E6. LEACHATE HAULING

- E6.1 The hauling of leachate from the various locations at BRRMF, Summit Road Landfill, Westview Park, and Kilcona Park site in waste disposal vehicles for disposal at the NEWPCC.
- E6.2 Waste disposal vehicles shall transport the leachate to the NEWPCC for disposal within twenty-four (24) hours of being pumped. No other disposal site shall be used. The tanker shall take designated truck routes directly to the NEWPCC and shall avoid residential areas.
- E6.3 Leachate shall be transported only in a closed tank licensed in accordance with Sewer By-Law 7070/97, Part 10, Hauled Wastewater, available at:
<https://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=5243>
- E6.4 Prior to obtaining such a licence, the tank must be loaded with water and be presented at the NEWPCC for inspection. Arrangements for inspections and licensing may be made by contacting the Industrial Waste Services Branch of the City of Winnipeg at 986-4818. All licensing fees are the responsibility of the Contractor, and no additional payments will be made for licence fees.

- E6.5 The manhole covers on the tank shall be close-fitted and closed when in use (full or empty). All vents shall be closed when the tank is being transported. The tank shall be equipped with valves to facilitate bottom loading. Valves shall not leak at any time, and a close-fitting cap shall be in place on the discharge side of the valve whenever the tank is being transported.
- E6.6 The Contractor shall provide a sampling port at the tank connection. This port will be a small, valved pipe which will allow the collection of a sample of leachate while the tank is being filled or emptied.
- E6.7 The Contractor shall equip his leachate haul personnel with a cell phone that must always be on during the provision of the Work. The Contractor shall always maintain contact with personnel during the provision of service as the Contract Administrator will remain in contact with the Contractor. The Contract Administrator shall be provided the number to the cell phone prior to commencement of Work.

E7. LEACHATE DISPOSAL

- E7.1 This Section covers the disposal of leachate from the various locations at BRRMF and Summit Road Landfill Sites and Westview and Kilcona Parks at the NEWPCC located at 2230 Main St.
- E7.2 The tanker driver shall obey all traffic rules and regulations within the NEWPCC property. The driver shall exercise due caution, obeying all traffic signs and speed limits, and shall adhere to all rules established by the NEWPCC management. The Contractor shall be responsible for any and all damage resulting from failure to comply with these rules and regulations.
- E7.3 The leachate shall be unloaded into the leachate disposal lane or as directed by the Contract Administrator. The discharge manhole will accommodate a maximum one hundred (100) millimetre diameter hose. The discharge hose shall have a collar wider than the discharge hole preventing it from falling into the manhole. There is no restriction on the discharge rate for unloading leachate into the disposal manhole. At any time the Contract Administrator may install a flow meter at the discharge manhole recording the discharge from the Contractor.
- E7.4 A maximum daily total of approximately four hundred and eighty (480) kilolitres is to be disposed of at the NEWPCC, unless otherwise approved by the Contract Administrator.
- E7.5 An interval of at least thirty (30) minutes is required between disposal of loads.
- E7.6 There may be other users of the leachate disposal lane therefore causing the Contractor to have to wait a short period for disposal. This time does not apply to Standby time as indicated in E5.10.2.
- E7.7 The Contractor shall be responsible for any costs for mishandling or an accident that damages the leachate reaching facility, for example when the leachate hose is lost inside the discharge pipe.
- E7.8 The time it takes to egress from the NEWPCC can be an inconsistent process due to traffic volumes concerning Main Street.