



THE CITY OF WINNIPEG

TENDER

TENDER NO. 127-2025

PROVISION OF TRANSPORTING GRIT AND SCREENING MATERIAL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Transporting Grit and Screening Material

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 19, 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 Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that a site visit is recommended to assist the Bidders in reviewing the operations, identifying any operational issues that may arise during work, and assess the site for safety concerns.

B3.3 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.

B3.4 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.

B3.5 The Bidder is responsible for determining:

- (a) all matters concerning transport vehicle access to the Site, location of existing services, utilities or concerns related for the completion of the Work; and
- (b) 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;
- (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. 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;
- (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, making all required entries.

B9.2 Paragraph 2 of Form A: Bid 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, 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 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 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);
- (e) have evidence of container rentals specifications in accordance with E6.1.

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within five (5) 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.
- 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.
- 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 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 transportation of Grit, Screenings and other waste material from NEWPCC, SEWPCC and WEPCC for the period from May 1, 2025 until April 30, 2026, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred twenty (120) 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 May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

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

- (a) Provision of rental containers suitable as specified in E6.1;
- (b) Pick-up of Grit, Screenings, and other waste materials from the three (3) Winnipeg sewage treatment plants;
- (c) Transportation of Grit, Screenings, and other waste materials to the Landfill at Brady Road Resource Management Facility for disposal or to alternate location designated by the Contract Administrator.

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) **“Grit”** means predominately inorganic waste separated during the sewage treatment process;
- (b) **“NEWPCC”** means North End Sewage Treatment Plant;
- (c) **“Screenings”** means waste cleared from the screens during the sewage treatment process.
- (d) **“SEWPCC”** means South End Sewage Treatment Plant;
- (e) **“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;
- (f) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (g) **“WEWPCC”** means West End Sewage Treatment Plant;
- (h) **“WPCC”** means all of Winnipeg’s Sewage Treatment Plant.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Raymund Tabing
Wastewater Contracts Officer
Telephone No. 431 275 7475
Email Address. rtabing@winnipeg.ca

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

D6. CONTRACTOR'S SUPERVISOR

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

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) 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;
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers duly licensed to carry business in the Province of Manitoba.
- D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 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.
- D12.2 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) a Safe Work Plan specified in D10
 - (iv) evidence of the insurance specified in D11;
 - (v) evidence of container rentals specifications in accordance with E6.1; and
 - (vi) the direct deposit application form specified in D22.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve the Work of the Contract in accordance with E3.1, E6.5 and E9.7, the Contractor shall pay the City five hundred dollars (\$500) per Calendar Day for each and every Calendar Day following the day fixed herein until the Work is complete.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D14.1 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.

D14.2 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.

D14.3 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.

D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D14.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D14.6 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

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D15.1 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.

D16. SAFETY

D16.1 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.

D16.2 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.

D16.3 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;

D17. DEFICIENCIES

- D17.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily
- D17.2 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.

D18. ORDERS

- D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number and an email address at which orders for service may be placed.

D19. RECORDS

- D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D19.2 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.
- D19.3 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.

D20. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D20.1 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:
- D20.2 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;
- D20.3 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)
- D20.4 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).

- D20.5 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).
- D20.6 Any other information requested by the Contract Administrator.
- D20.7 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

D21. INVOICES

- D21.1 Further to C12, the Contractor shall submit a monthly invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D21.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

- D22.1 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.

D23. PAYMENT SCHEDULE

- D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D24. WARRANTY

- D24.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

- D25.1 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 D25.
- D25.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D25.3 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.
- D25.4 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.
- D25.4.1 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.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 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.
- D25.4.1 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 D25.4.3, 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

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 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.
- D26.2 Further to D26.1, in the event that the obligations in D26 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.
- D26.3 For the purposes of D26:
- (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.
- D26.4 Modified Insurance Requirements
- D26.4.1 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.
- D26.4.2 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.
- D26.4.3 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.
- D26.4.4 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.
- D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D26.5 Indemnification By Contractor
- D26.5.1 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.

- D26.5.2 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.

D26.6 Records Retention and Audits

D26.6.1 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.

D26.6.2 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 D26.6.1 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.

D26.7 Other Obligations

D26.7.1 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.

D26.7.2 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.

D26.7.3 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.

D26.7.4 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.

D26.7.5 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.

- D26.7.6 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

D27. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D27.1 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.
- D27.2 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S-371	North End Sewage Treatment Plant
S-372	South End Sewage Treatment Plant
S-372a	West End Sewage Treatment Plant
S-373	Site Map – Plant Locations

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 provide transportation of grit, screenings, and other waste material from the NEWPCC, SEWPCC and WEWPCC in accordance with the requirements hereinafter specified

E2.2 Item No. 1 - Container Rental (grit and screenings) shall refer to E6 and E8.

E2.3 Item No. 2 - Container Rental (other waste) shall refer to E6.

E2.4 Item No. 3 - Transporting Material from NEWPCC shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.5 Item No. 4 - Transporting Material from SEWPCC shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.6 Item No. 5 - Transporting Material from WEWPCC shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.7 Item No. 6 - Transporting from NEWPCC to alternate location shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.8 Item No. 7 - Transporting from SEWPCC to alternate location shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.9 Item No. 8 - Transporting from WEWPCC to alternate location shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.10 Item No. 9 - Moving container at NEWPCC shall refer to E3, E4, E5, E7, E8, E9, E10, E11, E12, E13, E14 and E15.

E2.11 Item No. 10 - Hourly delay rate shall refer to E11.

E3. COMPLETION OF WORK

E3.1 The Contractor shall complete the work within twelve (12) hours of notification.

E4. INFORMATION TABLES

E4.1 The number of loads transported and disposed of during the last three (3) years from each of the treatment plants is as follows:

Month	NEWPCC					
	2022		2023		2024	
	Loads	Tonnes	Loads	Tonnes	Loads	Tonnes
January	24	100.2	23	60.3	33	105.0
February	25	113.6	22	103.3	29	134.2
March	25	123.0	26	102.9	18	145.6
April	31	166.3	37	232.6	39	193.6
May	39	228.8	27	160.2	31	128.7
June	32	167.1	25	105.3	28	153.3
July	26	139.5	35	159.9	35	162.1
August	32	162.3	30	122.6	29	102.3
September	26	107.1	25	112.7	33	111.6
October	18	70.8	36	175.9	31	129.7
November	20	57.3	40	197.2	32	140.7
December	28	74.0	35	169.6	33	167.3
Total	326	1,510.0	361	1,702.5	371	1,674.1

Month	SEWPCC					
	2022		2023		2024	
	Loads	Tonnes	Loads	Tonnes	Loads	Tonnes
January	8	34.2	5	18.7	7	27.8
February	7	27.0	9	29.3	6	16.4
March	14	56.3	10	30.6	7	21.7
April	22	83.3	12	50.0	8	25.0
May	16	58.7	8	23.9	10	42.2
June	15	54.6	12	49.7	8	37.3
July	15	70.5	14	41.4	8	31.1
August	16	62.3	10	42.6	9	69.9
September	10	37.3	10	35.7	10	108.1
October	9	41.5	10	42.9	9	27.9
November	7	23.0	8	20.9	9	36.7
December	9	7.3	9	28.6	9	30.9
Total	148	555.9	117	414.3	100	475.0

Month	WEWPCC					
	2022		2023		2024	
	Loads	Tonnes	Loads	Tonnes	Loads	Tonnes
January	5	8.4	4	4.8	6	7.2
February	6	5.9	6	6.2	5	9.0
March	6	15.3	7	8.4	6	7.9
April	5	16.3	5	13.5	8	11.6
May	5	16.6	7	7.2	8	12.0
June	7	12.2	8	10.0	8	10.7
July	5	14.3	5	11.5	6	10.2
August	5	12.2	7	8.7	6	7.4
September	7	8.4	6	7.1	6	8.5
October	6	9.7	6	9.9	8	7.2
November	6	6.3	8	7.5	6	9.3
December	7	1.6	5	6.3	6	7.4
Total	70	127.0	74	101.1	79	108.4

E4.2 The above figures are supplied only to assist the Contractor in preparation of the Bid and scheduling of Work. The City will not assume responsibility for any variance in these figures for the duration of the Contract.

E4.3 The Contractor can expect the number of loads to vary over the period of the Contract. Grit quantities may also vary from day to day, month to month, and season to season depending on plant operation and climate conditions.

E5. PLANT HOURS OF OPERATION

E5.1 All treatment plants are operating on a continuous basis; however, operating personnel will be in attendance at the following times:

- (a) NEWPCC - twenty-four (24) hours per day seven (7) days per week;
- (b) SEWPCC - Monday to Friday 07:30 to 15:30;
- (c) WEWPCC - Monday to Friday 07:30 to 15:30.

E5.2 Hours of operation are subject to change and the Contractor may be notified of any changes.

E6. CONTAINER RENTAL AND SIGNAGE

E6.1 The Contractor shall supply rental containers on a monthly rental basis for the duration of the Contract as follow:

- (a) Four (4) containers for the NEWPCC;
- (b) Two (2) containers for the SEWPCC;
- (c) Two (2) containers for the WEWPCC.

E6.1.1 Further to E6.1, three (3) NEWPCC, one (1) SEWPCC, and one (1) WEWPCC containers shall be twenty (20) to thirty (30) yard leak proof containers unless otherwise approved by the Contract Administrator or designate and shall have the following specifications:

- (a) Maximum Dimensions:
 - (i) Length of 22 ft or 6.73 m, outside;
 - (ii) Width of 8.0 ft or 2.44 m, outside;
 - (iii) Height – 6.0 ft or 1.83 m, measured from the ground.
- (b) Minimum Dimensions:
 - (i) Length of 20 ft or 6.10 m, outside;

- (ii) Width of 7.0 ft or 2.44 m, outside;
 - (iii) Inside Height of 4.5 ft or 1.37 m.
 - (c) Minimum Carrying Capacity of 6,000 lbs or 2,700 kg.
 - (d) Required to have two (2) sets of rollers, one set at the front and one set at the rear, which will allow the container to be loaded and unloaded from a weigh scale as required without incident.
 - (e) Outfitted with drains to reduce water from excessively wet loads and have drain plugs or a sealing mechanism to ensure no leaks during transport.
 - (i) Or a suitable method of reliably draining the container without spilling the contents or load approved by the Contract Administrator.
- E6.1.2 Further to E6.1, one (1) container for each plant (3 in total) shall be standard leak proof containers ranging from five to ten (6-10) yards in size unless otherwise approved by the Contract Administrator or designate. These containers will hold other common sewage treatment plant waste.
- E6.2 All containers must be signed indicating:
 - (a) Treatment plant location;
 - (b) Container identification number.
- E6.3 All container signage must meet the approval of the Contract Administrator or designate and shall be at the expense of the Contractor.
- E6.4 All containers, material, and equipment shall be subject to inspection and approval of the Contract Administrator or designate.
- E6.5 All containers that require repair or alteration must be completed within twenty four (24) hours of notification by the Contract Administrator or designate, and shall be completed at the contractor's cost.
- E6.6 All containers while under transport shall be covered and leak proof.
- E6.7 All containers shall be placed at the location specified by the Contract Administrator or designate and subject to change within the respective treatment plant properties.
- E6.8 Further to E6.1.1 and E6.5, alternate container sizes may be requested in writing by the Contract Administrator or designate during the term of the Contract as required, and shall be provided within thirty (30) Calendar Days of the request.

E7. TRANSPORT ROUTE

- E7.1 The route used by the Contractor shall be the route shown on Drawing S-373 and any changes from this route shall require approval by the Contract Administrator or designate in writing. Deviation from the approved route may be considered an event of default.
- E7.2 All material transported shall be in accordance with Federal, Provincial and Local Laws and Bylaws.

E8. LOADING FACILITIES

- E8.1 At the NEWPCC:
 - (a) Two (2) Grit bins are loaded manually by City personnel and the Screening material bin is loaded by conveyor. For access to the Screening material bin, one (1) of the Grit bins must be moved out of the building and replaced while the Screening material bin is hauled to the landfill.
- E8.2 At the SEWPCC:

- (a) One (1) Grit and Screenings storage hopper, having a storage capacity of approximately 6.0m³, is provided.
- (b) The storage hopper is equipped with a pneumatically operated discharge gate.
- (c) The Contractor shall close the hopper discharge gate when the container is removed and open the gates when the container is placed back under the hopper.

E8.3 At the WEWPCC:

- (a) One (1) Grit and Screenings storage hopper, having a storage capacity of approximately 2.4m³, is provided.
- (b) The storage hopper is equipped with a pneumatically operated discharge gate.
- (c) The Contractor shall close the hopper discharge gate when the container is removed and open the gates when the container is placed back under the hopper.

E9. TRANSPORT DETAILS

E9.1 Loads from NEWPCC:

- (a) Are typically disposed to the Landfill at Brady Road Resource Management Facility
- (b) May be one (1) load or more per day during dry weather;
- (c) May increase in frequency during wet weather;
- (d) May decrease in frequency in cold weather;
- (e) Are at the discretion of the Contract Administrator or designate.

E9.2 Loads from NEWPCC designated to alternate disposal locations.

- (a) In the event the Landfill at Brady Road Resource Management Facility is inaccessible:
 - (i) The Contractor must notify the Contract Administrator immediately and instructions will be provided to the Contractor;
 - (ii) Loads may be disposed of at Prairie Green Landfill
 - (iii) The City is operating a project at Summit Road Landfill and may require Grit loads to be disposed of at this location.
- (b) The alternate disposal location may be changed at the discretion of the Contract Administrator or designate when notified in writing.

E9.3 Loads from SEWPCC:

- (a) Are typically disposed to the Landfill at Brady Road Resource Management Facility;
- (b) May be two (2) load or more per week during dry weather;
- (c) May increase in frequency during wet weather;
- (d) May decrease in frequency in cold weather;
- (e) Are at the discretion of the Contract Administrator or designate.

E9.4 Loads from SEWPCC designated to alternate disposal locations.

- (a) In the event the Landfill at Brady Road Resource Management Facility is inaccessible:
 - (i) The Contractor must notify the Contract Administrator immediately and instructions will be provided to the Contractor;
 - (ii) Loads may be disposed of at Prairie Green Landfill
 - (iii) The City is operating a project at Summit Road Landfill and may require Grit loads to be disposed of at this location.
- (b) The alternate disposal location may be changed at the discretion of the Contract Administrator or designate when notified in writing.

E9.5 Loads from WEWPCC:

- (a) Are typically disposed to the Landfill at Brady Road Resource Management Facility
- (b) May be one (1) load or more per week during dry weather;
- (c) May increase in frequency during wet weather;
- (d) May decrease in frequency in cold weather;
- (e) Are at the discretion of the Contract Administrator or designate.

E9.6 Loads from WEWPCC designated to alternate disposal locations.

- (a) In the event the Landfill at Brady Road Resource Management Facility is inaccessible:
 - (i) The Contractor must notify the Contract Administrator immediately and instructions will be provided to the Contractor;
 - (ii) Loads may be disposed of at Prairie Green Landfill;
 - (iii) The City is operating a project at Summit Road Landfill and may require Grit loads to be disposed of at this location.
- (b) The alternate disposal location may be changed at the discretion of the Contract Administrator or designate when notified in writing.

E9.7 All containers shall be serviced within three (3) hours of notification. In event the disposal location is closed the Contractor shall remove the full container and replace it with an empty container. The container shall be stored on site until it can be disposed of at an approved disposal location.

E9.8 The Contractor shall notify the City sewage treatment plant staff upon arrival. The City shall retain the option of taking whatever steps necessary to move a container if the Contractor does not respond within three (3) hours of notification.

E9.8.1 The Contractor and their employees shall be accompanied by plant staff when entering the premises.

E9.9 The Contractor is responsible for the costs in regards to overweight tickets on containers that are not picked up or moved within three (3) hours of the request for service. The City is responsible for all other overweight tickets.

E10. UNLOADING FACILITIES

E10.1 Loads will typically be delivered to the Landfill at Brady Road Resource Management Facility and hours of operation are stated below and subject to changes:

- (a) <https://www.winnipeg.ca/services-programs/recycling-garbage/garbage/landfill-brady-road-resource-management-facility>;
- (b) 1777 Brady Road in Winnipeg:
 - (i) South of the Perimeter Highway;
 - (ii) Commercial customers can access the landfill through the main gate.
- (c) Winter (November to March)
 - (i) Monday to Friday - 05:30 to 18:00;
 - (ii) Saturday and Sunday - 09:00 to 17:00.
- (d) Summer (May to October)
 - (i) Monday to Friday - 05:30 to 20:00;
 - (ii) Saturday and Sunday - 09:00 to 17:00.
- (e) Annual closed days
 - (i) January 1;
 - (ii) November 11;
 - (iii) December 25.

E10.2 The standard alternate site for delivery when Brady Road Landfill is not accessible is Waste Connections Prairie Green Landfill additional information is stated below:

- (a) Located on Prairie Green Road in Stony Mountain, MB;
- (b) The posted hours of operation and subject to change are;
 - (i) Monday to Friday - 05:30 to 20:00
 - (ii) Saturday - 09:00 to 17:00
 - (iii) Sunday - closed

E10.3 The City is operating a project at Summit Road Landfill may be also utilized if required and can accept Grit loads only. Additional information for the site is stated below:

- (a) Located West of Summit Road, opposite side of 2355 Summit Rd, Winnipeg, MB;
- (b) Google maps link: WM8R+3J2 Winnipeg, Manitoba;
- (c) Use West bound access road off of 2355 Summit Rd approximately 400 m;
- (d) Hours of operation are seasonal, subject to change and typically:
 - (i) Monday to Friday - 07:00 to 17:00
 - (ii) Saturday and Sunday - typically closed

E10.4 The approximate distances from each plant to the possible unloading locations can be found in the table below with distances noted in kilometers following routes outlined in drawing referenced in E1.2 titled S-373:

Unloading Sites	Winnipeg Sewage Treatment Plants		
	NEWPCC	SEWPCC	WEWPCC
Brady Landfill	45.7	12.2	21.0
Prairie Green Landfill	18.8	46.2	27.9
Summit Landfill	36.8	38.0	13.8

E11. DELAYS IN WORK

E11.1 In event the City is responsible for any delays in the Work exceeding one (1) hour the City will compensate the Contractor the Hourly Delay Rate for the duration of the delay. Any delays must be immediately brought to the attention of the Contract Administrator or designate. Delays less than one (1) hour shall not be compensated.

E12. DAMAGE TO CITY PROPERTY OR EQUIPMENT

E12.1 The Contractor and their employees shall not be allowed to operate City equipment unless approved by the Contract Administrator or designate.

E12.2 Any damage deemed by the Contract Administrator to have been caused by the Contractor to any City property or equipment will be repaired by the City and the cost will be deducted from Contractor invoices.

E13. MATERIALS AND EQUIPMENT

E13.1 The Contractor shall be prepared to respond to requests for service and have available twenty four (24) hours a day, including weekends and holidays, the necessary equipment and manpower to carry out the work specified herein. Should the primary equipment or manpower not be available for any reason they must be immediately replaced from reserve equipment and manpower.

E14. ENVIRONMENTAL CLEAN UP

E14.1 The Contractor is responsible for the immediate cleanup of any spillage or leaking material from a container, including but not limited to, any spillage or leaking which occurs during the transportation of materials, which the City has not caused.

- E14.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this E13.1, whichever is sooner.
- E14.3 An incident report shall be submitted to the Contract Administrator including information required for submission to Manitoba Conservation under the Federal Transportation of Dangerous Goods Act and the Canadian Environmental Protection Act within five (5) Business Days of an incident. Details on such requirements can be found on the Manitoba Conservation website.
- (a) https://www.gov.mb.ca/sd/environment_and_biodiversity/petroleum_storage/emergency_response.html
- E14.4 In the event that the Contractor does not comply with E13 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from Contractor payments.
- E15. CONSTRUCTION**
- E15.1 Throughout the duration of this Contract, construction may be occurring at the WPCCs. During construction the City shall inform the Contractor in advance when the loading and unloading sites are not accessible and transporting must be suspended or rescheduled.
- E15.2 Changes in traffic flow and traffic volume may also occur as a result of construction in and around the WPCCs, for which no compensation will be made.