



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 42-2007**

**TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENING MATERIAL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENING MATERIAL

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 22, 2007.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator identified in D4.1.

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.

### **B4. ENQUIRIES**

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity 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 Bid Opportunity 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.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 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.

B6.4 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 Substantial Performance and 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 Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his 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 B14.

B6.9 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.

## **B7. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B7.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

B7.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 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 his own name, his 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; and
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

- B8.4 Paragraph 10 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 his 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 its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed; and
  - (d) if the Bidder is carrying on business under a name other than his 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item, for each year of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.9.01(1), 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.
- B9.2 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.
- B9.3 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. QUALIFICATION**

- B10.1 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;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;
  - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
  - (e) have successfully carried out work, similar in nature, scope and value to the Work; and
  - (f) employ only Subcontractors who:
    - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and

- (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract.
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B10.2 The Bidder shall be prepared to 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.

B10.3 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.

### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will not be opened publicly.

B11.2 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 in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

### **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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 for the time period specified in Paragraph 9 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;



- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item for each year shown on Form B: Prices.

B14.5 This Contract will be awarded as a whole.

#### **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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 responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in GC.1.01(7), 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.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the transportation and disposal of grit and screening material from the NEWPCC, the SEWPCC and the WEWPCC to the Brady Road Landfill Site for the period of May 1, 2007 to April 30, 2010.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 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.
- D2.2.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids; and
  - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.
- D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:
- (a) "**NEWPCC**" means North End Water Pollution Control Centre;
  - (b) "**SEWPCC**" means South End Water Pollution Control Centre; and
  - (c) "**WEWPCC**" means West End Water Pollution Control Centre.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Dan DeCraene  
Wastewater Contracts Supervisor  
2230 Main Street  
Winnipeg, Manitoba R2V 4T8  
Telephone No.: (204) 986-4797  
Facsimile No.: (204) 339-2147

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

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg, MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

### **D8. WORKERS COMPENSATION**

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

D9.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D10. SECURITY CLEARANCE**

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.

D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is 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;
  - (ii) evidence of the workers compensation coverage specified in D8;
  - (iii) evidence of the insurance specified in D9; and
  - (iv) the security clearances specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D12.1 Further to GC.5.01(4), the Contract Administrator shall have the authority to object to any person employed or retained by the Contractor in the execution of the work.

D12.2 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a City facility or vehicles and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner to City staff and other persons in the facility;
- (b) drive all vehicles in accordance to the Highway Traffic Act;
- (c) do not smoke within the facility; and
- (d) obey all posted safety rules.

### **D13. ORDERS**

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D14. RECORDS**

D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D14.2 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.

- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year and within thirty (30) Calendar Days at the end of the Contract.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D15.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D15.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D16. PAYMENT**

- D16.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D16.2 Further to GC.9.01, and at the option of the City, effective January 01, 2007, payment to the Contractor shall be made by direct deposit to the Contractor's banking institution.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing</u>
S - 371	North End Water Pollution Control Centre
S - 372	South End Water Pollution Control Centre
S - 372a	West End Water Pollution Control Centre
S - 373	Site Map

#### E2. SERVICES

E2.1 The Contractor shall supply five (5) containers and shall transport and dispose of grit and screening material in accordance with the requirements hereinafter specified.

#### E3. NUMBER OF LOADS

E3.1 The number of loads transported and disposed of during the last three (3) years from each of the treatment plants is as follows:

MONTH	<b>NEWPCC</b>					
	2004		2005		2006	
	Loads	Tonnes	Loads	Tonnes	Loads	Tonnes
January	11	42.75	15	51.32	15	51.04
February	22	120.66	13	36.77	15	85.84
March	34	168.26	22	115.97	20	136.53
April	39	209.01	23	175.67	23	164.73
May	33	187.71	21	107.66	20	117.99
June	35	237.68	22	152.67	20	91.88
July	28	155.38	29	215.02	14	52.51
August	29	172.65	26	153.15	19	107.16
September	23	127.24	27	185.66	25	144.73
October	25	129.01	24	153.84	19	113.72
November	28	118.44	15	187.31	18	83.21
December	17	55.81	18	127.46	16	132.28
<b>Total</b>	<b>324</b>	<b>1724.60</b>	<b>255</b>	<b>1662.50</b>	<b>224</b>	<b>1281.62</b>

<b>SEWPCC</b>						
<b>MONTH</b>	<b>2004</b>		<b>2005</b>		<b>2006</b>	
	<b>Loads</b>	<b>Tonnes</b>	<b>Loads</b>	<b>Tonnes</b>	<b>Loads</b>	<b>Tonnes</b>
January	8	23.36	8	17.35	6	19.93
February	8	97.75	8	31.18	7	16.80
March	10	45.21	8	34.86	9	42.54
April	9	37.14	10	34.84	8	40.93
May	9	43.98	8	23.64	7	32.34
June	10	42.46	9	54.65	9	31.26
July	8	28.10	9	37.15	9	21.52
August	10	39.50	8	28.80	10	28.50
September	9	35.53	8	37.49	7	20.47
October	7	18.44	9	25.51	7	25.16
November	9	21.76	8	18.05	5	12.01
December	8	14.01	8	14.19	6	10.20
<b>Total</b>	<b>105</b>	<b>447.24</b>	<b>101</b>	<b>357.71</b>	<b>90</b>	<b>301.66</b>

<b>WEWPCC</b>						
<b>MONTH</b>	<b>2004</b>		<b>2005</b>		<b>2006</b>	
	<b>Loads</b>	<b>Tonnes</b>	<b>Loads</b>	<b>Tonnes</b>	<b>Loads</b>	<b>Tonnes</b>
January	4	11.54	4	10.95	8	62.29
February	6	20.83	4	10.04	4	22.37
March	12	97.05	4	11.01	6	25.87
April	12	90.34	14	86.56	9	83.76
May	11	60.89	5	16.36	4	23.60
June	6	27.30	7	39.92	4	13.46
July	4	12.83	5	26.70	4	8.26
August	7	38.61	5	13.62	5	9.90
September	6	36.31	4	7.94	5	13.18
October	4	13.67	4	11.99	4	5.93
November	4	17.33	4	17.09	3	6.42
December	5	9.18	3	5.74	3	6.84
<b>Total</b>	<b>81</b>	<b>435.88</b>	<b>63</b>	<b>257.92</b>	<b>59</b>	<b>281.88</b>

E3.2 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 during the duration of this contract.

E3.3 The Contractor can expect the number of loads to vary over the period of the contract. The degree of variation (increase or decrease) will depend on the rate of the development growth in the areas as served by each of the three treatment plants and improvements to the treatment plant(s). Grit quantities may also vary from month to month and season to season depending on climate conditions.

**E4. PLANT OPERATION**

E4.1 All treatment plants are operated on a continuous basis, however, operating personnel will be in attendance at the following times:

E4.1.1 SEWPCC - 0730 hrs. to 1600 hrs. - Monday to Friday (except holidays) (please note that the entrance **door** at the SEWPCC is locked at 1600 hours, **therefore the container must be returned by 15:30 hours**)

- E4.1.2 WEWPCC - 0730 hrs. to 1600 hrs. - Monday to Friday (except holidays) (please note the entrance **gate** to the WEWPCC is locked at 1600 hrs., **therefore the container must be returned by 15:30**).
- E4.1.3 NEWPCC - 24 hrs. per day, 7 days per week.
- E4.2 The hours of operation at the SEWPCC and the WEWPCC may change and the Contractor will be notified in advance of such changes.
- E4.3 Assistance by City staff may be available during the hours of operation noted above. If assistance is required at any other time the Contractor shall contact the NEWPCC at 986-4798.

## **E5. CONTAINER RENTAL**

- E5.1 The Contractor shall supply three (3) containers for the NEWPCC and one (1) container for each of the WEWPCC and the SEWPCC. These containers shall be supplied on a monthly rental basis for a three (3) year period.

## **E6. MATERIAL AND EQUIPMENT**

- E6.1 All materials and equipment under this specification shall be of a type approved by the Contract Administrator and shall be subject to inspection and testing by the contract administrator. The containers shall be twenty (20) yard roll-off containers or approved equal.
- E6.2 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. All containers used to haul grit shall be constructed such that during transportation, **NO LIQUID, GRIT OR SCREENING MATERIAL WILL LEAK OUT OR ESCAPE**.
- E6.3 All containers used to haul grit and screening material shall be covered while being transported.
- E6.4 Whenever instructed by the contract administrator the Contractor shall within twenty-four (24) hours make all necessary repairs or changes to the equipment.

## **E7. TRUCKING ROUTE**

- E7.1 When transporting grit and screening material the Contractor shall comply with all federal and provincial statutes, acts, by-laws and regulations.
- E7.2 The route used by the Contractor to transport grit and the return trip shall be as shown on drawing no. S-373 included in these special provisions. Under no circumstances shall the Contractor use any other route unless prior approval has been applied for and obtained from the contract administrator in writing.
- E7.3 The Contractor will not be paid for any load where an alternate route was used prior to obtaining approval.

## **E8. CONTAINER SIGNAGE**

- E8.1 Each rental container will be marked as to what plant the load is from as well as such numbering as directed by the City.
- E8.2 The signage will be put on the side of the container and the Contractor will be instructed on the exact markings after the contract has been awarded.
- E8.3 The Contractor will be responsible for the cost of the signage

**E9. FREQUENCY OF LOADS**

**E9.1 NEWPCC**

E9.1.1 During dry weather periods of the year it may be necessary to haul one load per day, including weekends and holidays. There may be days when more than one load must be hauled.

E9.1.2 During wet weather periods, spring thaw and rain storms it may be necessary to haul more than one load per day and on short notice upon request in accordance with E10 and E11. In the winter months it may not be necessary to haul any loads on weekends.

**E9.2 WEWPCC AND SEWPCC**

E9.2.1 During dry weather periods of the year it will be necessary to haul one load per week. The day(s) that loads are to be hauled will be scheduled after the contract has been awarded. During wet weather periods it may be necessary to haul loads more frequently and on short notice upon request in accordance with E10.

**E10. REQUEST FOR SERVICE WHEN BRADY ROAD LANDFILL SITE IS OPEN**

E10.1 Further to E6 it may be necessary to request that a load be picked up at short notice. The Contractor must pick the load up within three hours of such a request and haul the load to Brady Road Landfill site.

**E11. REQUEST FOR SERVICE WHEN BRADY ROAD LANDFILL SITE IS CLOSED**

E11.1 Further to E6 the City may request the removal of a container during a time period when Brady Road Landfill is closed. In this event the full container shall be removed from the building, replaced with an empty container and stored on site until it can be disposed of at the Brady Road Landfill Site.

E11.2 The Contractor must provide this service within three hours of such a request.

**E12. FAILURE TO HAUL OR MOVE A CONTAINER WITHIN THREE HOURS OF REQUEST**

E12.1 Further to E10 and E11, every time the Contractor is called out by special request, he shall notify the plant staff of his arrival at the loading facility. In the event the Contractor does not haul or move a container loaded with grit within three hours of such a request for service, the City can take whatever steps are necessary to haul the container. All costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.

**E13. OVERWEIGHT TICKETS**

E13.1 The Contractor is responsible for the costs in regard to overweight tickets on containers that are not picked up or moved within three hours of a request for service. The City is responsible for all other overweight tickets.

**E14. CLEANUP OF SPILLAGE AT THE TREATMENT PLANTS**

E14.1 The Contractor is responsible for the immediate cleanup of any spillage of grit material from a container that is not picked up or moved within three hours of request for service. In the event the City is forced to cleanup spillage, all costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.

**E15. CLEANUP OF SPILLAGE DURING HAULING**

E15.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage which occurs during the transporting of containers. In the event the City is forced to cleanup such

spillage or leakage, all costs in this regard will be charged to the contractor and deducted from his payment for work actually done.

## **E16. LOADING FACILITIES**

### **E16.1 NEWPCC**

E16.1.1 At the NEWPCC 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.

### **E16.2 SEWPCC**

E16.2.1 One (1) storage hopper, having a storage capacity of approximately 6.0m<sup>3</sup>, is provided. The storage hopper is equipped with a pneumatically operated discharge gate. 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.

### **E16.3 WEWPCC**

E16.3.1 One (1) storage hopper, having a storage capacity of approximately 2.4m<sup>3</sup>, is provided. The storage hopper is equipped with a pneumatically operated discharge gate. 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.

## **E17. COMPENSATION FOR DELAYS**

E17.1 When the City causes a delay in the hauling of grit and screening material, the Contractor will be compensated for any time in excess of one hour. There will be no compensation for delays which are one (1) hour or less. During regular plant hours of operation the delay must be immediately brought to the attention of the Contract Administrator.

E17.2 The Contractor shall in this Bid Opportunity specify the hourly rate for such delays for the duration of the contract.

## **E18. PARKING**

E18.1 The Contractor shall not park **any** equipment other than the rented containers at any of the three water pollution control centres without permission from the Contract Administrator.

E18.2 Maintenance of the equipment other than minor repairs, shall not be performed at any of the plants.

## **E19. SNOW CLEARING**

E19.1 The City will attempt to keep the roadway open at all times but will not be responsible for delays incurred by the Contractor due to the blockage of roadways or loading entrances caused by weather conditions.

## **E20. ON-SITE CONSTRUCTION**

E20.1 During the duration of this contract, construction may take place at the treatment plants. During construction the City will inform the Contractor in advance when the grit containers are not accessible and hauling must be rescheduled.

## **E21. INOCULATION**

E21.1 For safety reasons the Contractor may wish to have his drivers inoculated. The grit should be treated as raw sewage as there is a possibility that the grit material may contain disease-

causing organisms such as bacteria, viruses or parasites. The drivers should wear protective clothing such as rubber gloves and overalls whenever they must handle the grit material.

**E22. DANGEROUS GASES**

- E22.1 The Contractor shall be aware that hydrogen sulfide (H<sub>2</sub>S) gas may be present in the grit and screenings loading areas. There is a hydrogen sulfide gas detector in each of the loading areas which is set to alarm at 10 p.p.m. In an alarm situation, any person in the loading area will be alerted by a flashing strobe light and must leave the loading area immediately until the strobe light goes off.
- E22.2 Information on hydrogen sulfide gas is included in the Bid Opportunity listing.

**E23. DAMAGE TO CITY PROPERTY**

- E23.1 Any damage caused by the Contractor to any City property will be repaired by the City and the cost will be deducted from the monthly progress payments.

**E24. ON SITE RESTRICTIONS**

- E24.1 The Contractor and his employees are prohibited from entering the premises of all three plants other than to perform the work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver is allowed inside the entrance gate of any of the three plants.