



THE CITY OF WINNIPEG

TENDER

TENDER NO. 673-2021

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION
CONTROL CENTRE (NEWPCC)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE (NEWPCC)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 20, 2021.

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

B3. SITE INVESTIGATION

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

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

B3.3 The Bidder is responsible for determining:

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.1.

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

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

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

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

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

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 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.

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 he/she wishes 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 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 B17.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

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

B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in 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;
 - (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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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;
 - (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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices on Form B, Section A – Hauling and Section B – Provisional Hauling Items, shall include:
- (a) Equipment as specified in E2.1;
 - (b) Manpower as specified in E2.2;
 - (c) Scope as specified in D2.
- B10.1.3 The Contractor shall state on Form B: Prices an hourly charge out rate for one (1) truck and trailer unit complete with operator. In the event that the City requires the use of the Contractor's equipment outside the scope of work for this Contract due to unforeseen operational issues, this rate will apply.
- B10.1.4 The Contractor shall state on Form B: Prices an hourly charge out rate for one (1) backhoe unit complete with operator. In the event that the City requires the use of the Contractor's equipment to assist with the co-disposal of biosolids at one of the locations stated in D2.2.1, this rate will apply.

- 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 its 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 its 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 its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- 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 its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) proven experience with the transportation of biosolids;
- (e) proven experience in the year round (including winter) co-disposal of biosolids;
- (f) possession of suitable equipment (or willingness to invest therein);
- (g) possession of a maintenance and overhaul facility within 50kms of the boundaries of the City of Winnipeg, complete with qualified mechanics, tools, manuals and parts inventory, as well as a fully equipped mobile maintenance vehicle.

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

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

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

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

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

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

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

B15. IRREVOCABLE BID

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

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

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her 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 his Bid or in other information required to be submitted, that he/she is 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 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the year round transportation of Biosolids dewatered by the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC) located at 2230 Main Street in the City of Winnipeg to the Brady Road Resource Management Facility or other designated locations for the period from January 1, 2023 until December 31, 2027, with the option of two (2) mutually agreed upon two (2) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within three hundred sixty-five (365) 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 Notwithstanding C11, the Unit Prices for Year 2, Year 3, Year 4, Year 5, Year 6, Year 7, Year 8 and Year 9 will be increased or decreased solely by the percentage increase or decrease in the weighted average of **Statistics Canada - Consumer Price Index for Manitoba – All Items (CPI)** and **Statistics Canada - Monthly average retail prices for gasoline and fuel oil, by geography (Winnipeg, Manitoba), Diesel fuel at self serving filling stations (MPD)**.

- (a) The calculation to be performed to arrive each unit price in Form B for Year 2 through Year 5 of the Contract is as follows:
- (i) Year 2 Unit Price = Unit Price in Form B x (0.3 x CPI_{year 1} + 0.7 x MPD_{year 1})
 - (ii) Year 3 Unit Price = Year 2 Unit Price x (0.3 x CPI_{year 2} + 0.7 x MPD_{year 2})
 - (iii) Year 4 Unit Price = Year 3 Unit Price x (0.3 x CPI_{year 3} + 0.7 x MPD_{year 3})
 - (iv) Year 5 Unit Price = Year 4 Unit Price x (0.3 x CPI_{year 4} + 0.7 x MPD_{year 4})
 - ◆ First two year extension
 - (v) Year 6 Unit Price = Year 5 Unit Price x (0.3 x CPI_{year 5} + 0.7 x MPD_{year 5})
 - (vi) Year 7 Unit Price = Year 6 Unit Price x (0.3 x CPI_{year 6} + 0.7 x MPD_{year 6})
 - ◆ Second two year extension
 - (vii) Year 8 Unit Price = Year 7 Unit Price x (0.3 x CPI_{year 7} + 0.7 x MPD_{year 7})
 - (viii) Year 9 Unit Price = Year 8 Unit Price x (0.3 x CPI_{year 8} + 0.7 x MPD_{year 8})
- (b) CPI_{YEAR X} to be used for the Year 2 through Year 9 shall be the most recent annual percent change to the CPI, found on <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.18> for the first business day of January each year. If CPI_{YEAR X} is less than 0%, 0% shall be used.
- (c) MPD_{year X} to be used for the Year 2 through Year 9 shall be the average of the most recent 12 months' MPD over the average of the 13th to 24th recent months MPD, found on <https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810000101> in the first business day of January each year.
- (d) The maximum allowable price change per annual adjustment shall be no greater than +/-10% from the previous year, regardless of the calculation result using the above index averages.

- D2.1.3 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.4 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:
- D2.2.1 Hauling Biosolids from:
- (a) the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC) located at 2230 Main Street Winnipeg to the City of Winnipeg Brady Road Resource Management Facility located at 1901 Brady Road, Winnipeg.
 - (b) the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC) located at 2230 Main Street Winnipeg to the designated Land Application Sites, the locations of which will be determined annually.
 - (c) the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC) located at 2230 Main Street Winnipeg to the City of Winnipeg Summit Road Landfill located at 3000 Summit Road, Winnipeg.
- D2.2.2 Hauling to various locations at Brady Road Resource Management Facility, including but not limited to the biosolids composting facility or soil fabrication site.
- D2.2.3 Hauling of Biosolids at designated locations at Summit Road Landfill for soil fabrication.
- D2.2.4 Supply all personnel, equipment and necessary materials to properly haul, unload and co-dispose as required Biosolids as described in these Specifications.
- 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) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **"Access Road"** means any WPCC road accessing any part of a Sewage Treatment Plant;
- (b) **"Biosolids"** means wastewater residuals after digestion and dewatering;
- (c) **"Land Application Site"** means any site designated by the Contract Administrator for the unloading and storage of biosolids with the intended use of land application;
- (d) **"NEWPCC"** means North End Sewage Treatment Plant;
- (e) **"Seasonal Land Application Site"** means any site designated by the Contract Administrator for unloading with the intended use of storing biosolids for land application later on in the season;
- (f) **"SEWPCC"** means South End Sewage Treatment Plant;
- (g) **"Temporary Land Application Site"** means any site designated by the Contract Administrator for the unloading of biosolids with the intended use of immediate land application;
- (h) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (i) **"WEWPCC"** means West End Sewage Treatment Plant;
- (j) **"WPCC"** means Sewage Treatment Plant.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Matthew Klowak
Wastewater Contracts Officer
Telephone No. 204 805 3313
Email Address: mklowak@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 his/her employ.
- D6.2 Before commencement of Work, the Contractor shall identify his/her 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. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1.
- D7.3 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 facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, sudden and accidental pollution 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) all risks property insurance for the full replacement cost for any and all contractors equipment used for or in connection with the work. Property insurance for the contractor's equipment to include a Waiver of Subrogation Rights against The City of Winnipeg;
- (c) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (d) Certificate of Insurance to indicate that the operations include loading, unloading and transporting.

D10.2 The Contractor shall ensure that any and all subcontractors provide comparable insurances as outlined in D10.1 above.

D10.3 Deductibles shall be borne by the Contractor.

D10.4 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.

D10.5 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.

D10.6 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.

D11. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

- D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).
- D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D11.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13. EQUIPMENT LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D13.2 The Bidder shall complete Form K: Equipment giving a list of:
- (a) the minimum quantity of equipment in first class working condition that the Contractor proposes to employ on the Work; and
 - (b) additional equipment in first class working condition that the Contractor is prepared to employ on the Work if required by the Contract Administrator.

D14. EQUIPMENT DELIVERY SCHEDULE

- D14.1 The Contractor shall provide the Contract Administrator with Form N: Equipment Delivery Schedule indicating the date of equipment delivery for each item of equipment at least ten (10)

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.

D15. MAINTENANCE PROFILE

- D15.1 The Contractor shall provide the Contract Administrator with a fully complete Form R: Maintenance Profile by providing a description and location of the maintenance and overhaul facility, a profile of the facility mechanics and a description of mobile maintenance vehicle at least ten (10) Business Days of a request of the Contract Administrator.
- D15.2 The maintenance capabilities and facilities outlined on Form R: Maintenance Profile, appended hereto, will be available for the duration of the Contract.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D16.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the Safe Work Plan as specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) evidence of the contract security specified in D11;
 - (vi) evidence of the Subcontractor list specified in D12;
 - (vii) evidence of the Equipment List specified in D13;
 - (viii) evidence of the Equipment Delivery Schedule specified in D14;
 - (ix) evidence of the Maintenance Profile specified in D15;
 - (x) the direct deposit application form specified in D37
 - (xi) the security clearance specified in Part F; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D16.3 Further to D16.2(a)(viii), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances.
- D16.4 The Contractor shall commence the biosolids hauling on January 1, 2023.

D17. PICKUP/DELIVERY

- D17.1 Biosolids shall be picked up on an "as required" basis at the North End Water Pollution Control Centre and transported to the Brady Road Resource Management Facility, or other designated location, during the term of the Contract, f.o.b. destination, freight prepaid.
- D17.2 When transporting Biosolids, the Contractor shall comply with the Manitoba Highway Traffic Act and all other Federal and Provincial Statutes, Acts, By-laws and Regulations.
- D17.3 In the event that the Contractor is unable to transport the required amount of Biosolids and in the opinion of the Contract Administrator storage volumes will be exceeded, the City will immediately take whatever steps are necessary to remove and transport the Biosolids. All additional costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.

D17.4 The route(s) to be used by the Contractor to transport biosolids from the NEWPCC and the return trip are shown on Drawing No. S-1. The Contractor shall be limited to transporting the biosolids on PTH 101 (Perimeter Highway) and Main Street. Under no circumstances shall the Contractor use any other route unless prior approval to do so has been obtained from the Contract Administrator.

D17.5 The Contractor will not be paid for any load where an alternate route was used if prior approval was not obtained.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance upon daily completion of the Work as specified in D2.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

D19.1 If the Contractor fails to achieve the Work of the Contract in accordance with D18.1, the Contractor shall pay the City five thousand dollars (\$5,000.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

- (a) In the event the Contractor is unable to transport amount of biosolids and in the opinion of the Contract Administrator, storage volumes on site will be exceeded, the City will immediately take whatever steps are necessary to remove and dispose of the biosolids. All costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.
- (b) If the Contractor deposits biosolids on an unapproved or undesignated site, or hauls to a storage area other than that which is stated on the load ticket, the Contractor will not be paid for the load in question and will be responsible for removal and all other cleanup, repair or remediation costs. The removal and cleanup shall be completed within twenty-four (24) hours of notification from the City to do so. The unapproved delivery of biosolids may at the City's option, result in the termination of the Contract and the City reserves the right to take legal action against the Contractor for violations of the law.
- (c) Biosolids deposited on unapproved or undesignated sites shall be removed and transported to an approved location as advised by the Contract Administrator. All costs for this operation to be paid for by the Contractor.
- (d) Special care shall be taken to avoid damage to existing adjacent structures and/or property (public or private), including drives, fences, as a result of any act or omission on the part of his employees or agents during the course of these works. Any damages caused by the Contractor or his agents during the execution of this Contract shall be repaired by the Contractor to a condition similar and equal to that existing before such damage or injury was done, within ninety-six (96) hours. The City and Contractor shall agree to a schedule of repairs within twenty-four (24) hours of the occurrence. If the Contractor fails to make repairs on schedule, the City shall repair the damage, and deduct the cost as damages thereof from the Contractor's monthly payments accordingly.

D19.2 The Contractor shall be responsible for any other costs incurred by the City due to the Contractor's failure to carry out the Work in accordance with these documents.

- D19.3 Any costs or other damages provided for herein shall be deducted from the Contractor's monthly payments. Times and assessments will be documented and presented to the Contractor in writing from the City at the time of infraction or as soon thereafter as the City becomes aware of the violation of contract provisions.
- D19.4 The aforementioned liquidated damages will be strictly enforced by the City. Interpretation of these clauses shall rest solely with the Contract Administrator. The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D19.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. COVID-19 SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D20.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, 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.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D20.4 For any delay related to COVID-19 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Work schedule, including the durations identified in D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D20.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D21. DAMAGE TO CITY PROPERTY

- D21.1 Any damage caused by the Contractor at the NEWPCC, Summit Road Landfill or Brady Road Resource Management Facility property will be repaired by the City and the cost will be deducted from the monthly progress payments.

D22. ENVIRONMENTAL CLEAN UP

- D22.1 The Contractor is responsible for the immediate cleanup of **any spillage** of biosolids. 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. Contractor is responsible to report **any spillage** to the CA immediately for reporting purposes.
- D22.2 The Contractor is responsible for the immediate cleanup of **any spillage or leakage** which occurs during the transporting of materials. In the event the City is forced to cleanup such or leakage, all costs in this regard will be charged to the contractor and deducted from his payment for work actually done. Contractor is responsible to report **any spillage or leakage** to the CA immediately for reporting purposes.

- D22.3 Any spillage must be cleaned up within four (4) hours of spillage occurring. The Contractor is expected to immediately clean up his own spillage; if the City is forced to clean up spillage, the Contractor will be assessed such costs. Two (2) major incidents (greater than one (1) tonne) in any twelve (12) month period of the Contract shall be cause for termination of the Contract. The Contractor shall prepare and furnish the City a copy of a contingency plan for dealing with accidental spillage of any biosolids.

CONTROL OF WORK

D23. JOB MEETINGS

- D23.1 Regular monthly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D24. DELAYS CAUSED BY THE CITY

- D24.1 When the City causes a delay in the loading or unloading of biosolids at NEWPCC Biosolids Dewatering Facility, Brady Road Resource Management Facility, the designated Land Application Sites or Summit Road Landfill, the City will compensate the Contractor for any time in excess of one (1) hour per a day. There will be no compensation for delays which are less than one hour per day or where the City has notified the Contractor twenty-four (24) hours in advance of a requirement to suspend or reschedule delivery. During regular hours, the delay must be brought to the attention of the Contract Administrator within one (1) hour of the time at which such delay occurred. Failure to notify as specified will result in non-payment of such claims.

D25. COOPERATION WITH PLANT OPERATORS

- D25.1 Further to C6, the Contractor shall cooperate with the North End Water Pollution Control Centre (NEWPCC) operators in every way and not interfere with the day-to-day operation of the plant and ensure continuous plant operation.
- D25.2 The Contract Administrator may direct the work schedule in any way he deems necessary in order to avoid interference.

D26. COOPERATION WITH CONTRACTORS

- D26.1 Further to C6, other Contracts have been and may be awarded by the City that may require interaction with other Contractors during the course of carrying out this Contract. In particular, other Contracts may include:
- (a) Biosolids Land Application;
 - (b) Liquid Sludge hauling from the South End Water Pollution Control Centre (SEWPCC) and the West End Water Pollution Control Centre (WEWPCC) to the North End Water Pollution Control Centre (NEWPCC);
 - (c) Grit hauling from the NEWPCC to landfill sites;
 - (d) NEWPCC Headworks upgrade project;
 - (e) Various construction contracts at the NEWPCC, including upcoming NEWPCC upgrade works; and
 - (f) Septage and leachate haulage.

D26.2 The Contractor shall cooperate and make suitable working arrangements with other Contractors to ensure satisfactory execution of the Work.

D26.3 All arrangements shall have the approval of the Contract Administrator in writing and should disagreement occur or should Contractors be unable to reach a satisfactory working arrangement for carrying out the Work, the Contract Administrator shall determine the manner for carrying out the Work or the arrangements necessary for proper protection or execution of the Work. The Contractor shall not be entitled to any additional payment for work required or delays caused by interaction between contractors or on instructions from the Contract Administrator. The Contractor, however, shall assume full responsibility for work so arranged or so directed by the Contract Administrator.

D27. EMPLOYEE BEHAVIOUR AND SUPERVISION

D27.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to persons in a City facility and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner to City staff and other personnel in the facility;
- (b) do not smoke within any of the City of Winnipeg facilities;
- (c) obey all posted safety rules;
- (d) leave all furnishings, washrooms, equipment etc. used during the loading, transporting and unloading, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication.

D27.2 The Contractor and his employees are prohibited from entering the premises of the NEWPCC, Brady Road Resource Management Facility and Summit Road Landfill 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 operators are allowed inside the entrance gate of the NEWPCC, Brady Road Resource Management Facility and Summit Road Landfill.

D28. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D28.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D29. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D29.1 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 its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D30. SAFETY

D30.1 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.

D30.2 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.

D30.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D31. INSPECTION

- D31.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D31.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D32. ORDERS

- D32.1 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.

D33. RECORDS

- D33.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D33.2 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.
- D33.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D34. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D34.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and 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:
- D34.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)

- D34.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D34.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D34.5 Any other information requested by the Contract Administrator.
- D34.6 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

D35. UNIT PRICE ESCALATION FORMULA

- D35.1 A unit price escalation formula using the percentage increase or decrease will be applied to all of the unit prices in Form B, to calculate unit prices in years 2 through 9 of the Contract, as specified in D2.1.2.
- D35.2 Unit prices as bid shall be in effect through December 31, 2023.

D36. INVOICES

- D36.1 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
- D36.2 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.
- D36.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D37. PAYMENT

- D37.1 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

D38. PAYMENT SCHEDULE

D38.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D39. WARRANTY

D39.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D40. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D40.1 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.

D40.2 Further to D40.1, in the event that the obligations in D40 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.

D40.3 For the purposes of D40:

- (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.

D40.4 Modified Insurance Requirements

D40.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D40.4.2 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.

D40.4.3 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.

D40.4.4 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.

D40.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D40.5 Indemnification By Contractor

- D40.5.1 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.
- D40.6 Records Retention and Audits
- D40.6.1 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.
- D40.6.2 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 D40.6.1 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.
- D40.7 Other Obligations
- D40.7.1 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.
- D40.7.2 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.
- D40.7.3 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.
- D40.7.4 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.
- D40.7.5 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.
- D40.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 673-2021

BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D11)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 673-2021

BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST
(See D12)

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)**

1. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
Year	Description of Past Project	For Whom Work Was Performed	Value
2. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
Year	Description of Past Project	For Whom Work Was Performed	Value
3. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
Year	Description of Past Project	For Whom Work Was Performed	Value

Name of Bidder

FORM K: EQUIPMENT
(See D13 and E2.1)

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)**

Type	Make	Model & Year	Capacity	New or Used
A. Primary Equipment				
Hauling Trailers (5) (Tri axial ejector)				
Unit No.1				2022 or newer
Unit No.2				2022 or newer
Unit No.3				2017 or newer
Unit No.4				2017 or newer
Unit No.5				Used
Hauling Tractors (6)				
Unit No.1				2023 or newer
Unit No.2				2023 or newer
Unit No.3				2023 or newer
Unit No.4				2019 or newer
Unit No.5				2019 or newer
Unit No.6				Used
Tracked Backhoe (1) Minimum 29-31 tonne unit				Used
Front End Loader (1) (Rubber tired)				
Grader (1)				Used
All used equipment will be subject to inspection and approval by the contract administrator				

Name of Bidder

FORM N: EQUIPMENT DELIVERY SCHEDULE
(See D14 AND E2.1)

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)**

The anticipated delivery date for each item of new equipment that will be purchased for this Contract must be stated. If equipment is currently owned, this shall also be indicated.

Type	Currently Owned	Equipment to be Purchased	Delivery Date
A. Primary Equipment			
Hauling Trailers			
Unit No.1			
Unit No.2			
Unit No.3			
Unit No.4			
Unit No.5			
Hauling Tractors			
Unit No.1			
Unit No.2			
Unit No.3			
Unit No.4			
Unit No.5			
Unit No.6			
Tracked Backhoe (1)			
Front End Loader (1) (Rubber tired)			
Grader (1)			

Name of Bidder

FORM R: MAINTENANCE PROFILE
(See D15)

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE
(NEWPCC)**

1.	Description and location of maintenance and overhaul facility <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
2.	Profile of facility mechanics <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3.	Description and mobile maintenance vehicle <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Name of Bidder

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 The City of Winnipeg General Conditions for Supply of Services Revision 2020-01-31 in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2 Further to C:2.4(d), Specifications included in the Tender Package shall govern over The City of Winnipeg General Conditions for Supply of Services Revision 2020-01-31.
- E1.3 The City of Winnipeg General Conditions for Supply of Services Revision 2020-01-31 are available in Adobe Acrobat (.PDF) format at the City of Winnipeg, Corporate Finance, Materials Management internet site http://www.winnipeg.ca/matmgt/gen_cond.stm.
- E1.4 The Province of Manitoba MIT Vehicle Weights and Dimensions Guide Revision 2021-02-12 are available in Adobe Acrobat (.PDF) format at https://www.gov.mb.ca/mit/mcd/resources/pdf/mb_vehicle_weights_and_dimensions_guide.pdf.
- E1.5 The following indices shall apply to the Work:
- (a) Consumer Price Index, by province (monthly, not seasonally adjusted) (Manitoba) – All Items:
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.18>
 - (b) Monthly average retail prices for gasoline and fuel oil, by geography (Winnipeg, Manitoba), Diesel fuel at self serving filling stations:
<https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810000101>
- E1.6 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S-1	Biosolids Transporting Routes from NEWPCC
S-2	Site Plan of NEWPCC Biosolids Dewatering Facility
S-3	Site Plan of Brady Road Resource Management Facility
S-4	Site No. 18 Summit Landfill

- E1.7 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 Equipment

E2.1.1 General

- (a) All materials and equipment under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection by the Contract Administrator as to suitability, mechanical condition and compliance with the conditions stated herein. Performance specifications for all equipment utilized in the course of carrying out this Contract shall be submitted along with Form K: Equipment in the tender submission. Performance specifications shall include dimensions, capacities, standard features, etc. Manufacturer's sales literature shall be considered acceptable for this purpose.
- (b) The Contractor shall 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 shall be immediately replaced from reserve equipment and manpower.

- (c) Primary equipment utilized on this Contract shall be dedicated to this Contract and shall not be used for any other purpose than that specified in these documents without prior written approval from the Contract Administrator.
- (d) Bidders who propose to use equipment other than that specified in these documents shall submit suitable information to request an equal or alternate status in accordance with B7.
- (e) The equipment to be utilized on this Contract can be used equipment (as specified in Form K: Equipment). Used equipment, however, shall be in first class working condition such that this equipment can satisfactorily perform the Work of the Contract. The City reserves the right to inspect the equipment with its own staff or its own agent (including an equipment appraisal consultant) during the award period or prior to the commencement of Work and randomly thereafter at the discretion of the Contract Administrator to ascertain the condition of the equipment and its suitability to perform the Work of the Contract. The City's determination of the equipment's condition and suitability to perform the Work shall be final and binding.

E2.1.2 Equipment Requirements

- (a) Minimum equipment required for use on this contract
 - (i) Five (5) Tri-axle ejector trailers for hauling biosolids (Primary) two of which shall be 2022 or newer and two of which shall be 2017 or newer. One used trailer can be used.
 - (ii) Six (6) Tractors properly equipped to handle ejector trailers (Primary) three of which shall be 2023 or newer and two of which shall be 2019 or newer. One used tractor can be used.
 - (iii) One (1) Tracked Backhoe for use at the Brady Road Resource Management Facility or Summit Road Landfill as required. Backhoe shall be a minimum 29-31 tonne unit. Used equipment can be used.
 - (iv) One (1) Front End Loader (Rubber tired) for snow removal when necessary. Used equipment can be used.
 - (v) One (1) Road grader for snow removal when necessary. Used equipment can be used.
 - (vi) All used equipment shall be subject to inspection and approval by the contract administrator.

E2.1.3 Maintenance of Equipment

- (a) The Contractor shall have in his employ a mechanic with a fully equipped truck such that repairs can be done in the field. This mechanic shall be on call whenever biosolids are being hauled and be in the field within 2 hours of any repair being required.
- (b) The Contractor shall maintain the functional condition and aesthetic appearance of his equipment in a manner acceptable to the City. Vehicle cleanliness, particularly hauling trucks, is very important and will be strongly enforced by the City. Disabled tractors and/or equipment shall be repaired or replaced within 24 hours if they are necessary to allow dewatering equipment to run continuously.
- (c) At least twice a week, the Contractor shall utilize the truck washing equipment located in the Dewatering Facility truck bay to clean the exterior of the hauling tractors and trailers.
- (d) The Contractor shall provide at no additional cost to the City any additional equipment (road graders, gravel hauling, snow removal) necessary to ensure passage of trucks into Brady Road Resource Management Facility or Summit Road Landfill for minor road maintenance to repair damage caused by Contractor's hauling vehicles.
- (e) The Contractor is expressly forbidden from leaving any foreign material on the privately-owned lands or municipal roads, or on City owned land except as hereinafter provided. The Contractor shall equip hauling vehicles with two-way radios or cellular telephones facilitating communication either between the Contractor, his application foreman and drivers or between the foreman and the City.

- (f) The Contractor shall utilize a portable washing unit at the various unloading sites as required. The portable wash unit shall be used to clean the exterior of the hauling tractors and trailers to ensure any biosolids material is removed prior to vehicles leaving the unloading site.

E2.1.4 Identification

- (a) Every tractor/trailer unit shall have painted thereon, or on a sign fastened thereon, on both sides of the vehicle, in a conspicuous place or manner, the name of the registered owner, the gross vehicle weight of the unit to authorized capacity, the tare vehicle weight, the net capacity weight, and the unit identification number on all four sides. All other pieces of equipment shall be similarly identified but will not need to be identified as to capacity or weight.

E2.1.5 Hauling Trailers

- (a) The ejector trailers utilized in the course of carrying out this Contract shall be uniform in size and capacity as described herein and conform to Province of Manitoba, Department of Transportation and Government Services regulations.
- (b) The ejector trailers shall incorporate the following features:
 - (i) Ejector type.
 - (ii) Sealed and gasketed tailgate to prevent leakage of water and biosolids.
 - (iii) Triaxle with a minimum capacity of 24 tonnes.
 - (iv) Provided with a rigid cover. This cover shall incorporate four recessed loading chute ports such that the existing loading chutes make a positive contact with the cover. The purpose of this cover is to contain splashing during truck loading in the truck bay.
 - (v) Provided with a secondary cover for the loading ports and prevent biosolids blow-off or spill-over during transport.
 - (vi) Insulated to retain heat and reduce freezing of biosolids to the sides and bottom.
 - (vii) Hydraulically operated end gate with a minimum of four hydraulic closure points spaced evenly across the bottom of gate.
 - (viii) Equipped with a rear discharge port and controlling valve, sized for and equipped with all appurtenances needed to connect to a standard 6" discharge hose.
 - (ix) Allowance for a minimum of 40cm of clearance around door openings and loading equipment at the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC), unless otherwise approved by the Contract Administrator.

E2.1.6 Hauling Tractor Units

- (a) Hauling tractor units utilized in the course of carrying out this Contract shall generally be as described herein and conform to Province of Manitoba, Department of Transportation and Government Services regulations.
- (b) The six primary tractor units shall incorporate the following:
 - (i) Hydraulic system with a wet tank large enough to operate the ejector system of the hauling trailer.
 - (ii) Controls located in the cab of the tractor for the operation of the hauling trailer hydraulic systems.
 - (iii) Equipped with a two-way radio or cellular telephone.
 - (iv) Equipped with air conditioning and a radio.
 - (v) A minimum of 40cm of clearance around door openings and loading equipment at the Biosolids Dewatering Facility at the North End Water Pollution Control Centre (NEWPCC), unless otherwise approved by the Contract Administrator.

E2.1.7 Front End Loader

- (a) The front end loader utilized in the course of carrying out this contract shall generally be as described herein and conform to Province of Manitoba, Workplace, Safety and Health requirements for industrial requirements.
- (b) One loader shall be utilized for snow clearing when required.

E2.1.8 Backhoe

- (a) The backhoe utilized in the course of carrying out this Contract shall generally be described herein. The backhoe shall be equivalent to a Caterpillar Model 330.
- (b) The backhoe shall be equipped with air conditioning and a radio.
- (c) The backhoe shall be equipped with a propane heater to ensure that it will start in the winter months.

E2.1.9 Grader

- (a) The grader utilized in the course of carrying out this Contract shall generally be described herein.
- (b) The grader shall be equivalent to a Caterpillar Model 140.

E2.2 Manpower Requirements

E2.2.1 The manpower requirements for carrying out this work are expected to be as follows:

- (a) Hauling
 - (i) Five (5) Drivers
 - (ii) One (1) Front End Loader Operator (for snow clearing as required)
- (b) Co-Disposal of Biosolids (Brady Road Resource Management Facility / Summit Road Landfill)
 - (i) One (1) Backhoe Operator (as required)
- (c) Office
 - (i) Project Manager
 - (ii) Clerical
- (d) Maintenance
 - (i) Mobile Mechanic (as required)
 - (ii) Shop Mechanic(s) (as required)

E2.3 Operations

E2.3.1 Hours of Work

- (a) The Contractor will normally carry out the Work on Monday through Friday. Whenever, in the judgement of the Contract Administrator, it is necessary or expeditious to do Work at night or on weekends or holidays, the Contractor will carry out such overtime Work at no additional cost to the City.
- (b) The Contractor will obtain the necessary permission and permits from the governing body to work on Sundays, nights or statutory holidays, when this is necessary.
- (c) The Contract Administrator will determine the schedule of the City's operations and advise the Contractor of the same. The Contractor will have input into the scheduling but the Contract Administrator will have final authority for scheduling. Delivery to the Brady Road Resource Management Facility and Summit Road Landfill will be subject to Landfill Operating hours.

E2.4 Licenses and Permits

E2.4.1 Prior to commencing any Work, the successful bidder shall obtain and furnish the City with copies of all necessary approvals and permits, including but not limited to approvals and

permits for landfill and disposal equipment required by all governmental units and regulatory agencies.

E2.5 Method of Measurement

E2.5.1 The hauling of biosolids will be measured on a wet tonne basis as noted in the Form B: Prices. The quantity to be paid for shall be total number of tonnes of biosolids that are hauled to Brady Road Resource Management Facility, Summit Road Landfill and the designated Land Application Sites as indicated by the waybills and transaction records.

E2.5.2 The Contractor shall furnish transaction records to the City upon request for comparison and control purposes.

E2.6 Basis of Payment

E2.6.1 Further to C.12.7, hauling of biosolids will be paid for at the Unit Prices listed on Form B: Prices and measured as specified herein.

E2.6.2 The unit prices tendered in these schedules, shall include the supply of all labour and equipment, the cost of temporary work, and all risks and contingencies whatsoever, and no claim for any extra payment, including delays on the work, will be recognized under any circumstances.

E2.6.3 The Contractor shall invoice the City on a calendar month basis within fourteen days (14) of the last day of the month. Documentation accompanying this invoice will be based on the successful Contractor's Form B: Prices and shall be prepared by the Contractor in consultation with the Contract Administrator.

E2.7 Quantities

E2.7.1 The annual production of biosolids from the NEWPCC dewatering facility is shown in the following table.

Year	Total Biosolids Produced (Wet Tonnes)
2020	54,328
2019	54,313
2018	52,569
2017	50,207
2016	47,006

E2.7.2 The actual daily production of biosolids varies greatly, from month to month and season to season. For bidding purposes a figure of 151 wet tonnes per day with a solids concentration of ~24% was used in determining the estimated quantities shown in Form B: Prices. The quantities listed in Form B: Prices are based on this production rate for a 365 day year for a total annual production rate of approximately 55,000 wet tonnes. Since haulage is expected to be a five (5) day per week activity (260 days per year), the average volume will be 212 wet tonnes per day. However, due to varying flow and production rates, peak daily volumes for hauling can reach up to 445 wet tonnes.

E2.7.3 Quantities utilized for payment purposes shall be solely determined by the electronic loading scale at the dewatering facility. This equipment will be recalibrated a minimum of once per year. The Contractor may be present during recalibration.

E2.7.4 The Contractor may, at any time request a scale recalibration. Scale accuracy shall be taken at $\pm 3\%$. The City will adjust the volume of biosolids hauled in the previous six months as well as pay for the equipment recalibration costs, if the scale is found to be out of calibration in excess of $\pm 3\%$. If the scale is found to be within tolerance, the Contractor will pay for the recalibration costs. The time taken to load a truck and the amount loaded

into each truck will vary depending on percent solids content of the biosolids and the volume in the storage bin. The Contractor is paid only for the actual weight loaded.

E2.8 Hauling Locations and Distances

E2.8.1 Hauling vehicles are specified in E2.1. The distances used to calculate the units for biosolids hauling on a tonne basis in Form B: Prices are as follows:

Haul Distance (one way to/from
NEWPCC Dewatering Facility)

- | | |
|------------------------------------------------------------------------------------------------------|------------|
| (a) Short Distance Hauling
(Summit Road Landfill, Land Application Sites) | 5-40 kms* |
| (b) Interim Distance Hauling
(Brady Road Resource Management Facility,
Land Application Sites) | 41-55 kms* |
| (c) Long Distance Hauling
(Land Application Sites) | 56-75 kms* |
| (d) Long Distance Restricted Hauling
(Land Application Sites) | 56-75 kms* |

*These are fixed ranges and for the purposes of payment will not change.

E2.8.2 The majority of the hauling is assumed to be undertaken on RTAC (Road Transportation Association of Canada) classified roads and shall be paid using the corresponding price categories shown in E2.8.1(a) through (c).

E2.8.3 In the event that the route designated by the Contract Administrator for Land Application hauling restricts the volume of biosolids due to a Class A1 or B1 road designation, it will be paid under the "Long Distance Restricted Hauling" line item, as shown in E2.8.1(d).

E2.9 Trucking Routes

E2.9.1 When transporting biosolids the Contractor shall comply with all Federal and Provincial Statutes, Acts, By-laws and regulations.

E2.9.2 The Contractor shall be responsible for determining and complying with all load restrictions, i.e. spring road restrictions and other such regulations that may be in force time to time on the trucking routes utilized in the course of this Contract. No additional payment will be made as a result of complying with these restrictions.

E2.9.3 The routes used by the Contractor to transport biosolids shall be as follows:

- (a) from the NEWPCC Dewatering Facility to the Perimeter Highway (Highway #101) - Use Main Street;
- (b) from the NEWPCC Dewatering Facility to the City of Winnipeg Summit Road Landfill and the City of Winnipeg Brady Road Resource Management Facility - Use Main Street and the Perimeter Highway. Access to Summit Road Landfill will require the use of PTH 190 and Summit Road, while access to the Brady Road Resource Management Facility will utilize Ethan Boyer Way via Waverley Street;
- (c) the route from the NEWPCC to the Land Application Site and back to the NEWPCC Dewatering Facility, other than that specified in Part (a) of this clause, will be designated by the Contract Administrator.

- E2.9.4 Under no circumstances shall the Contractor use any other route unless prior written approval to do so has been obtained from the Contract Administrator.
- E2.9.5 The Contractor will not be paid for any load transported along an alternate route if prior written approval was not obtained.
- E2.10 Maintenance of Haul Roads
- E2.10.1 Road restoration and general road upkeep for damage caused by the Contractor's equipment shall be the whole responsibility of the Contractor. Such upkeep will be mainly on the roads at Brady Road Resource Management Facility and Summit Road Landfill.
- E2.10.2 The Contractor shall supply gravel for road repairs, at a price specified on Form B: Prices, whenever the Contract Administrator requests such work. The gravel must be supplied within 24 hours of being ordered.
- E2.10.3 The price for gravel shall be included in the total tendered price and shall include all supply, delivery and application costs, as well as any grading required.
- E2.11 On-Site Restrictions
- E2.11.1 The Contractor and his employees are prohibited from entering the premises of North End Water Pollution Control Centre (NEWPCC) other than to perform this Work unless accompanied by plant staff except as allowed for in E2.15. The Contractor or his personnel will not be allowed to operate equipment other than as described in this Contract.
- E2.11.2 The City will not be responsible for any delays incurred by the Contractor because of blockage of the roadways at the loading and unloading sites caused by snowfall.
- E2.11.3 The City will attempt to keep the roadway at the NEWPCC open at all times and the truck doorways to the Dewatering Facility clear of snow. From time to time the Contractor will be called upon to assist in the clearing of snow at the NEWPCC.
- E2.11.4 It is the Contractor's responsibility to keep the access roads to Brady Road Disposal sites and Summit Road Landfill clear at all times. The cost of this snow clearing shall be incidental to the contract and shall not be paid for separately.
- E2.12 Parking at NEWPCC
- E2.12.1 The Contractor may park the in-use hauling trailers only inside the truck loading area of the Dewatering Facility during cold weather periods. The tractor units shall not be parked in the loading area at any time. No other equipment shall be parked at the NEWPCC unless approved by the Contract Administrator. Maintenance of the Contractor's equipment, other than minor repairs shall not be performed at the NEWPCC.
- E2.13 Biosolids Characteristics
- E2.13.1 Biosolids shall herein be defined as the material processed by centrifuges containing 20-30 percent solids, at the City of Winnipeg North End Water Pollution Control Centre (NEWPCC) Dewatering Facility. The density of the biosolids is approximately 1000 kilograms per cubic metre. The City makes no guarantee as to the density, content, quality or other characteristics of this material.
- E2.13.2 With specific reference to the NEWPCC dewatered biosolids quality, it should be noted that after centrifuge dewatering, the biosolids will be conveyed to the storage hoppers by piston type pumps (Schwing Manufacture). Conveying biosolids in this way does not affect the moisture content but does affect the consistency of the material.
- E2.13.3 Possible Health Risks
- Studies in Canada and the U.S.A. have shown that when appropriate precautions are followed there are no significant health problems for personnel in regular contact with biosolids. Since biosolids do contain some disease-causing organisms, it is **EXTREMELY** important for workers at the wastewater treatment plant, dewatering facility, landfill site,

land application site or in the transportation of the biosolids to practice safe work procedures.

E2.13.4 Personal Health Safeguards

ALL personnel under contract to haul and dispose of biosolids MUST follow proper hygiene procedures to safeguard their own health.

The following recommendations are consistent with proper hygiene procedures.

- (a) Illness can spread through ingestion, direct contact through cuts or through inhalation. Avoid ingestion, direct contact with open cuts or inhalation of biosolids as illness does spread through any of these methods.
- (b) Exercise good **PERSONAL HYGIENE**. Always **WASH** your hands with soap before eating, drinking or smoking. Avoid touching your face, mouth, eyes or nose before washing your hands. Special cleaning kits can be used when water is not available. A shower after each day of work is recommended. In general wash frequently.
- (c) Wear boots and outer clothing which are reserved for biosolids related work, and which stay at the workplace. Remove them before entering non-work areas, particularly where food is present. Wear rubber gloves when your hands may come into contact with biosolids, particularly if you have any cuts. Be sure to remove the gloves before touching your steering wheel, pen, record book, etc.
- (d) If you are inadvertently sprayed with biosolids, change your clothes immediately, wash thoroughly and take a shower when available.
- (e) Have regular medical checkups. Report any unusual illnesses to your physician who should be made aware of the work you do and the material you work with.

E2.14 Partial Loads

- E2.14.1 The majority of time the Contractor will be able to load and transport full loads. On certain occasions it may be necessary for the City to request the transporting of partial loads. A full load will be compensated to the Contractor, only when the City requests a partial load. Amount in a full load will be determined depending on the trailer capacity used for a partial load.

E2.15 Loading Facilities

- E2.15.1 Dewatered biosolids will be stored in three, 165 tonne nominal capacity dual outlet bins installed overhead in a two-lane truck bay in the dewatering facility. One outlet (four discharge gates) from each bin is positioned over each of the truck lanes so that each bin can load trucks in either lane.
- E2.15.2 Drivers will gain entry to the correct lane in the truck bay by means of automatic entry doors. Opening is initiated by a remote, of which each biosolids vehicle shall have on hand at all times.
- E2.15.3 The truck load out sequence is as follows:
- (a) The driver arrives outside of the entry doors, ensures the trailer's hatches are open and presses their remote's LOAD button.
 - (b) The system determines if there is a Next Discharge selection in place, and if that target is currently filling.
 - (c) If the Next Discharge target hopper's bin is currently filling, the system attempts to change the Fill to the bin indicated as Next Fill.
 - (d) When the Next Fill target shows that its Inlet valves have opened, the previous bin (with the desired discharge hopper) is set to IDLE and its Inlet valves close.
 - (e) Once the desired hopper's bin indicates IDLE, the bin is then set to WEST DISCHARGE or EAST DISCHARGE (according to the Next Discharge location).

- (f) The yellow lamp of the selected hopper begins to slowly blink to indicate the discharge location to the driver.
- (g) The entry garage door on the hopper's lane is requested to open.
- (h) As the entry door rises, a two-lamp traffic light changes from red to green and indicates when the driver can approach. The door closes automatically approximately one minute after the photoeyes are un-blocked.
- (i) The driver proceeds to the location of the yellow blinking target and stops their truck so that the mark on the floor is aligned with their driver's seat position.
- (j) Each truck position sensor has a built-in timer that eventually indicates when a truck is detected. Once this time is up, the system is alerted a truck is present and the hopper's traffic light turns to solid green.
- (k) The driver lowers the hopper's chutes into the trailer's hatches. The driver shall ensure that each chute is properly placed into the tapered receptacle to ensure splash control.
- (l) The driver goes to the system E-stop switch beside the driver's room and pulls the button (W410-HS) out. This button is normally pushed at the end of a driver's procedure. If a second truck arrives when one is still filling, this will already have been pulled out. If all the truck bay's E-Stop buttons are pulled out, a red light above W410-ZS will turn on, indicating system power is on.
- (m) The driver proceeds to the load out control room where he/she uses the LHMI terminal to call up the TRUCK FILL BIN SELECTION pop-up. They select their truck's location and reach the truck fill controls for that hopper.
- (n) The driver enters their PIN, the destination, the truck and trailer information and the requested weight. The control status changes to RDY TO START as described in previous sections and the "START FILL" button appears.
- (o) Once the "START FILL" button is pressed, the status changes to RUNNING, the hopper's outlet gates open and the augers start.
- (p) The system estimates the flow rate and determines how far in advance of the requested weight setpoint the gates should begin closing to meet the requested weight.
- (q) The driver can abort operation in which case either the entire load request sequence must be reinitiated or the weight entered could be accepted and he/she would return to their truck to monitor the loading process.
- (r) Once the status indicates DONE FILLING, the gates close, the augers stop, and a brief settling time is allotted.
- (s) The driver presses the "FINISH FILL" button on the controls screen and the status changes to RECORDING. The active receipt is compiled, sent to the printer and recorded in the history.
- (t) The receipt data printed on the ticket will include the following:
 - (i) City and Department logo and North End Water Pollution Control Centre (NEWPCC)
 - (ii) Time in and time out
 - (iii) Truck Number
 - (iv) Net weight (Wet Tonnes)
 - (v) Driver initials
 - (vi) General haul destination (landfill, etc)
 - (vii) Field location data including location code
- (u) The status changes to OFF. The hopper's traffic light turns back to solid red.
- (v) The driver deals with the receipt copies as instructed, then presses the W410-HS E-stop button (assuming no other truck is already in the process of getting filled).

- (w) The driver returns the hopper's chutes to the raised position.
- (x) The driver slowly moves the truck forward to block the diagonally-facing photoeye at the end of the lane. This commands the door to open.
- (y) Once the door opens a fixed amount, a two-lamp traffic light for the door turns green to indicate the truck may leave. NOTE: this traffic light and the door opening function is control by the door's local panel, not the system PLC.
- (z) The exit door automatically closes approximately one minute after the photoeye is unblocked.

Note: The above control sequence describes system operation as it presently works and may be subject to minor changes during the contract. A more detailed set of Driver's Instructions shall be posted in the Driver's Room in the Dewatering Building at NEWPCC and will be made available electronically upon request.

- E2.15.4 Overhead door warning lights have been installed outside and inside the loading bay. When the red light is on, the door is opening or closing. When the door is completely open the green light is on and the driver can enter or leave the loading bay. When the door is closed the red light is on. With the door open, the opening is 3.56 metres wide by 3.65 metres high.
- E2.15.5 The driver, upon completion of loading of each and every truck, shall secure a cover over the loaded biosolids in such a manner that no biosolids are exposed and no spillage, blowing off, leakage or shaking off of the material is possible.
- E2.15.6 The City will provide initial training to the Contractor's drivers in using the loading equipment in the Dewatering Facility. Thereafter, it will be the Contractor's responsibility, throughout the duration of the Contract, to ensure that each of his operators is properly trained in the operation of the City's equipment and facilities. The Contractor's Project Manager will personally ensure that all new drivers have been properly trained. Washroom facilities are provided in the Dewatering Facility for the Contractor's use.
- E2.15.7 The Contractor should be aware that the loading of biosolids from the storage bins into the trucks is by gravity feed only. Therefore, the amount loaded into each truck and the time to load each truck will vary. Both the volume loaded and the time to load are dependent upon the level of biosolids in the storage bin and the solids content of the biosolids that is, the lower the level of biosolids in the bin, the slower the truck will be loaded. As well the higher the solids content, the slower the biosolids flow through the openings. Payment will be made only for the volume of biosolids loaded and there will be no payment for waiting time. Occasionally, trucks will be loaded manually by City personnel when deemed necessary by the Contract Administrator.
- E2.16 Hauling of Biosolids to Brady Road Resource Management Facility / Summit Road Landfill
- E2.16.1 Biosolids hauled to Brady Road Resource Management Facility or Summit Road Landfill may require co-disposal.
- (a) Within Brady Road Resource Management Facility, multiple locations shall be used for hauling and the possible co-disposal of biosolids, including the Brady Road Soil Fabrication Site and the Biosolids Composting Facility.
 - (b) Hauling to the Soil Fabrication or Composting Facility sites will be advised by the Brady Road Resource Management Facility Foreman to truck driver.
- E2.16.2 There is no storage facility available at the Brady Road Resource Management Facility or Summit Road Landfill for the as-required Contractor supplied Backhoe. The Contractor should note that electricity may not be available so their equipment must be capable of operating under all weather conditions at Brady Road Resource Management Facility or Summit Road Landfill.
- E2.16.3 Biosolids hauled to Brady Road Resource Management Facility and Summit Road Landfill shall be hauled with the ejector type trailers only. All loads shall be conveyed along

designated truck routes. Biosolids shall be dumped in a location as directed by landfill personnel. Landfill tipping fees will be paid directly by the City.

E2.16.4 The Contractor make ready and available a backhoe for use at either Landfill site as directed by the Contract Administrator. This backhoe will be used for the co-disposal of biosolids as directed by landfill personnel as required.

E2.17 Land Application Sites

E2.17.1 The location of the site is to be determined annually.

E2.17.2 General

- (a) The hauling of biosolids will include delivery to designated Land Application Sites, usually two or three separate locations, as selected on an annual basis. The Land Application Sites have traditionally been private agricultural properties residing outside of the Perimeter Highway but within hauling limits.
- (b) Hauling to the Land Application Sites will occur during the spring, summer and fall months only, with winter hauling to Brady Road Resource Management Facility or Summit Road Landfill. The decision to haul biosolids to the Land Application Sites is the responsibility of the Contractor Administrator.

E2.17.3 Operation

- (a) Each Seasonal Land Application Site will have a staging area, which will be the location designated by the Contract Administrator where hauling trucks shall be unloaded. The size and configuration of each staging area will be site dependent. However, the staging site shall be drive-in accessible for trucks during all weather conditions. Haulers shall not be asked or directed to back trucks and trailers into the staging area.
- (b) Equipment to facilitate unloading at the staging area (rig mats, loading ramp, storage bin, etc.) shall be provided by the Land Application Contractor under a separate contract.
- (c) The hauling truck will deliver dewatered biosolids to the designated Seasonal Land Application Sites from the dewatering facility and unload into a metal container or as directed by the Biosolids Land Application Program Contract Administrator.
- (d) On occasion, it will be requested that hauling be directed to, and unloaded at, a Temporary Land Application Site for immediate spreading. Any unloading equipment required to access and unload at the site (rig mats, loading ramp, storage bin, etc.) shall be provided by the Land Application Contractor under a separate contract.
- (e) Upon completion of unloading biosolids and prior to leaving the staging area, the truck and trailer shall be assessed for cleanliness by the driver and, if required, thoroughly cleaned of all biosolids by the use of portable pressure washing equipment.

E2.18 Clean-Up

E2.18.1 General

- (a) Experience has indicated that the success of any biosolids utilization program is dependent on a number of factors. Not the least of these is a public perception that such a program is a clean, sanitary operation. Accordingly, it is mandatory that the Contractor make every effort to generate a perception, on the part of the public, that the Contractor's operations are well organized and that his equipment and work areas are clean.
- (b) All costs associated with any clean-up work shall be included in the Form B Prices.

E2.18.2 Loading Facility

- (a) It shall be the responsibility of the Contractor to ensure proper housekeeping of the loading area at the Dewatering Facility. The housekeeping shall consist of washing down of any spillage whenever it occurs. At least on a weekly basis, a thorough

cleaning of the floor and lower portion of the walls to 1500 millimetres above floor level will be undertaken by using suitable cleaning agents and tools. Included in this cleaning will be a thorough rinsing of the floor drains within the Dewatering Facility.

- (b) The City will make available a water supply and cleaning agent at the location. Cleaning tools shall be supplied by the Contractor. Cleaning shall be done at the request of the Contract Administrator. If the Contractor fails to clean-up the loading areas to the satisfaction of the Contractor Administrator, the City will do the clean-up and the cost will be deducted from the Contractor's monthly payment.
- (c) The Contractor shall keep equipment clean and presentable and shall ensure that vehicles are free of any spilled biosolids at all times. Truck washing facilities are available in the truck bay. The City will supply the soap for the truck washing facilities. The Contract Administrator will be the sole judge as to the necessary cleanliness of the Contractor's equipment.

E3. COMPLETION OF WORK

The Contractor shall complete the work on a daily basis as required by the hauling schedule as directed by the Contract Administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, 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 Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.