



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 680-2008 ADDENDUM 1

PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 28, 2009.

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

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

B3. SITE INVESTIGATION

B3.1 Further to 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;
- (f) all other matters which could in any way affect their Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

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

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

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

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

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (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 Contract.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

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

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

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

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two (2) 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.

B9. PRICE ADJUSTMENT MECHANISM

B9.1 The Unit Prices shall be paid for each kilolitre of leachate pumped from each collection location indicated and outlined on Form B: Prices and disposed of at the North End Water Pollution Control Center.

B9.2 The Prices for year one (1) of this Contract will be as stated on Form B: Prices and will be in effect until March 31, 2010. The Prices specified on Form B will be adjusted on the Contract anniversary dates; April 1, 2010, April 1, 2011, April 1, 2012 and April 1, 2013 based on the percentage increase in the Transportation Consumer Price Index (CPI) for the Province of Manitoba (Statistics Canada Reference Table 326-0020 available at <http://www40.statcan.ca/l01/cst01/cpis01h.htm>)

B9.3 On each Contract anniversary date the Item prices (shown on Form B: Prices) will be multiplied by the CPI percentage increase of the previous year and then that amount will be added to the previous year's price to generate the next year's price for each Item listed on Form B: Prices.

B9.4 If there is a percentage decrease in the Price Index the prices will not be adjusted for that year.

B9.5 The Contract Administrator shall establish all price adjustments.

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 C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 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.

B11.2 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 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).

B11.4 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.

- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B11.6 Further to B11.3(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) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment 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>)
- B11.7 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.
- B11.8 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.

B12. BID SECURITY

- B12.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B12.1.2 All signatures on bid securities shall be original.
- B12.1.3 The Bidder shall sign the Bid Bond.
- B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B12.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B14.2 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 executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are

imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price and;
- (d) economic analysis of any approved alternative pursuant to B6;

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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 is responsible and qualified.

B16.4 Further to B16.1(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.

B16.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B16.4.2 Further to B16.1(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.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) 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 Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of pumping, hauling and disposal of leachate for the period of April 1, 2009 to March 31, 2014.

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

- (a) pumping and hauling of leachate from the Brady Road and Summit Road Landfill Sites, Westview Park and Kil-Cona Park;
- (b) disposing of the leachate at the North End Water Pollution Control Centre (NEWPCC);
- (c) the Work to be done shall include the furnishing of all overhead, labour, materials, equipment, tools, supplies and all things necessary and incidental to the satisfactory performance and completion of the Work hereinafter specified.

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 Notwithstanding C7.4, 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. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Mark Kinsley, C.E.T.
Environmental Technologist II
Water and Waste
111-1199 Pacific Avenue.
Winnipeg MB R3E 3S8

Telephone No.: (204) 986-4463

Facsimile No.: (204) 774-6729

D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6.19, 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 employ.

D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2.1 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.

D5. NOTICES

D5.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D8. PERFORMANCE SECURITY

- D8.1 The Contractor shall provide and maintain performance 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.
- D8.1.1 Where the performance 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 performance security.
- D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and 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.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the performance security specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. ENVIRONMENTAL CLEAN UP

- D10.1 The Contractor is responsible for the immediate cleanup of spillage or leakage of material within two (2) hours of the release. This material includes but is not limited to leachate, gasoline, diesel and hydraulic fluid.

D11. SERVICE FEE

- D11.1 Damage to City property by the Contractor shall be repaired by the Contractor to the satisfaction of the Contract Administrator or his/her designate. Should the Contractor fails to repair damaged property, the City will repair the damage and the cost shall be deducted from the Contractor's payment for work actually done.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 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).

D13. SAFETY

D13.1 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.

D13.2 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.

D13.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;
- (g) all persons employed in the performance of the Work or otherwise where protective clothing covering their arms and legs at all times during collection and disposal of leachate;
- (h) all persons employed in the performance of the Work or otherwise upper body clothing has reflective material as part of the clothing or a reflective vest be worn at all times during collection and disposal of leachate;
- (i) all persons employed in the performance of the Work or otherwise where CSA safety boots, reflective upper body clothing (ex. high visibility vest), non-permeable gloves and eye protection at all times during collection and disposal of leachate.

D14. VERIFICATION OF MEASUREMENT

D14.1 The Contractor shall provide notice to the Contract Administrator or his/her designate one (1) week prior to commencement of the pumping operations.

D14.2 Each waste disposal vehicle shall have a detailed log of loads disposed of at the NEWPCC, which would include volume (kilolitres), originating site, manhole number, date and time. This must be included in the monthly invoice.

D14.3 Brady Road Site:

D14.3.1 There is a weigh scale at this site. The volume of each load shall be determined by weighing the waste disposal vehicle and tank, both empty and loaded full with leachate, and converting to volume in kilolitres using a conversion factor of one (1) tonne (1000 kilograms) equal to one (1) kilolitre (1000 litres).

D14.3.2 The Contractor must obtain all weigh scale tickets for every load hauled from Brady Road for the duration of the contract and must produce them upon request from the Contract Administrator.

D14.4 Summit Road, Westview Park and Kil-Cona Park:

- D14.5 There will not be a weigh scale at these locations for the entire duration of this Contract. The capacity of each tank used shall be determined by weighing the waste disposal vehicle and tank both empty and loaded full with leachate using the Brady Road landfill weigh scale, and converting to volume in kilolitres using a conversion factor of one (1) tonne / one thousand (1000 kilograms) equal to one (1) kilolitre / one thousand (1000 litres). The loaded full level shall be identified by a visual load indicator such as a sight glass on each tank used. The indicator shall be maintained or replaced when not functioning properly or unreadable or as requested by the Contract Administrator.
- D14.6 The Contractor must weigh any new waste disposal vehicle to the work (new, used or temporary) immediately before its first load and immediately after it is full and record this in the log books.
- D14.7 Under no circumstances will payment be made for any load(s) for which the Contractor does not submit either a weigh ticket or log verifying loads in accordance with D14.2. No exceptions will be considered.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 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.
- D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D16.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D16.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D16.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

- D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

FORM H1: PERFORMANCE BOND
(See D8)

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

BID OPPORTUNITY NO. 680-2008 Addendum 1

PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

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
(PERFORMANCE SECURITY)
(See D8)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 680-2008 Addendum 1
PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

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.

Partial drawings are permitted.

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.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
680-2008_Drawing_Cover_Page-R0.pdf	Map of City: location of landfill sites and NEWPCC
680-2008_Drawing_SWD-D-163-R0.pdf	Kil-Cona Park, "site plan".
680-2008_Drawing_SWD-D-197-R0.pdf	Brady, Leachate Collection Sump Manhole - Details.
680-2008_Drawing_SWD-D-260-R0.pdf	Summit Road, Leachate Collection System Details.
680-2008_Drawing_SWD-D-336-R0.pdf	Westview Park, Leachate System, Plan & Section.
680-2008_Drawing_SWD-D-337-R0.pdf	Westview Park, Leachate Collection System, Details
680-2008_Drawing_SWD-D-338-R0.pdf	Brady, Leachate Collection System, General Plan.
680-2008_Drawing_SWD-D-347-R0.pdf	Summit Road, Area 8 Leachate System, Details.
680-2008_Drawing_SWD-D-115-R0.pdf	Summit Road, Site Plan.

E1.3 Actual conditions may vary from the information shown on the Drawings.

E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

E2.1 The Contractor shall pump leachate from the Brady Road, Summit Road landfills, Westview Park and Kil-Cona Park and transport and dispose of it at the North End Water Pollution Control Center (NEWPCC) in accordance with the requirements hereinafter specified.

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

E3. ACCESS TO SITES

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

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

E3.3 Brady Road Landfill

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

E3.3.2 At the Brady Road landfill the north boundary road gates shall be "opened and closed and locked" upon entry and exit.

E3.4 Summit Road Landfill

E3.4.1 Summit Road is a closed landfill site. Access to the site is controlled by three gates – the main entrance gate on Summit Road, the West Haul chain link gate and the East Haul road

gate. The Contractor shall be responsible for locking the site gates as required by the Contract Administrator. During non-clean fill hauling hours (7:00–19:00), or as directed by the Contract Administrator, the gates at the Summit Road landfill shall be “opened and closed and locked” upon tanker entry and again upon tanker exit. The Contractor shall be responsible to inform the Contract Administrator if access road maintenance is necessary at this site. The road maintenance will be arranged by the Contract Administrator and performed to a standard established by the Contract Administrator.

E3.5 Westview and Kil-Cona Parks

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

E4. INSPECTION

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

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

E5. LEACHATE PUMPING

E5.1 The pumping of leachate from various locations at Brady Road and Summit Road Landfill Sites and Westview and Kil-Cona Parks into waste disposal vehicles for transport to the NEWPCC for disposal.

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

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

E5.4 Pumps:

E5.4.1 All pumps shall be explosion proof if they are to be operated within three (3) metres of any leachate manholes, risers or monitoring instrumentation. Pumps and connective piping shall be of a size to fit the various pump-out facilities.

E5.4.2 A minimum of five (5) pumps at Brady Road Landfill and three (3) at Summit Road Landfill shall be provided for pumping, and a minimum of one pump each shall be provided for the Westview Park and Kil-Cona Park sites, in order to maintain the work plan outlined in the Specifications herein.

E5.4.3 In past contracts, contractors have used hydraulically powered submersible pumps for Brady Road and Summit Road, a portable centrifugal pump at Westview Park, and an electrically powered submersible or jet pump at Kil-Cona Park.

E5.5 Pumping:

(a) Precaution: The Contractor shall be aware of the possible presence of methane gas. No sparks or flames shall be allowed in the vicinity of the manholes, riser pipes or storage tanks. A non-smoking policy during pumping and unloading of leachate shall

be strictly adhered to. The Contractor shall be aware of the possible corrosive characteristic of leachate and take measures to prevent skin contact with the liquid.

E5.5.2 The Contractor shall provide onsite supervision while pumping is in progress.

E5.6 Brady Road, Summit Road and Westview Park:

E5.6.1 Leachate shall be pumped from leachate collection manholes at the locations shown on the attached drawings directly into waste disposal vehicles. There are nine (9) locations at the Brady Road Landfill, ten (10) locations at the Summit Road Landfill, and one (1) at Westview Park.

E5.6.2 Notwithstanding E5.2, the Contract Administrator may need to direct the contractor to relocate pumps to other pumping locations. The Contractor will relocate the pumps within twenty four (24) hours.

TABLE 1

Brady, Summit and Westview Manhole Depths

Manhole No.	Approximate Depth Rim to Invert (m)	Manhole No.	Approximate Depth Rim to Invert (m)
BRADY ROAD LANDFILL			
3	7.8	27	9.4
8	10.9	31	10.0
13	10.8	33	9.8
21	10.3	34	10.0
24	9.6	42	10.5
SUMMIT ROAD LANDFILL			
1	6.0	6	7.8
2	5.5	7	7.9
3	6.9	8	7.1
4	6.3	9	7.6
5	6.3	10	10.6
WESTVIEW PARK			
1	5.6		

E5.6.3 The Contractor shall be responsible to remove, replace and secure manhole covers and access prevention bars properly before, during and after pumping from a manhole. The Contractor is responsible to ensure that access to the manhole cannot be gained by anybody else whenever pumping activities are in progress and then when pumping is relocated to another manhole.

E5.6.4 When pumping from a manhole that does not allow the use of its closure cover and prevention bar, the Contractor shall have the top secured on the manhole with a temporary manhole safety grill and shall properly secure (lock) the temporary grill to the manhole so that it cannot be lifted or removed. Temporary manhole safety grills are available at Brady Road and Summit Road. Locks will be provided by the City to properly secure the temporary safety grills.

E5.6.5 Pumping operations, once started, shall continue at each location until no significant amount of leachate remains or the specified amount of leachate is removed, as determined by the Contract Administrator or his/her designate. Certain pumping locations may not yield a full load within the Contractors desired time frame. The Contractor may move the waste disposal vehicle to another approved pumping location on the same site to complete the load. The Contractor must haul full loads to NEWPCC, unless otherwise approved by the Contract Administrator in writing.

E5.7 Westview Park:

- E5.7.1 A loading station is provided at Westview Park, access to the loading station is controlled by a locked gate. The manhole cover has a small access hatch for pumping leachate. The access hatch has a diagonal safety bar that the Contractor shall replace and secure immediately after pumping if the safety bar is removed for pumping leachate.
- E5.7.2 The Contractor shall, at least three (3) business days prior to commencement of Work at the Westview Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this site.

E5.8 Kil-Cona Park:

- E5.8.1 Leachate at Kil-Cona Park shall be pumped from inclined leachate riser pipes shown on the Drawings. The riser pipes contain a thin-walled, flexible liner pipe having an internal diameter of 100 millimetres. An airline pipe (1/2" black poly) is also inserted into the risers. The airline pipe can be removed. The riser pipes are equipped with a locked lid and slip cap. The Contractor shall be responsible for re-inserting the airline, replacing the slip cap and locking the riser after pumping.

- E5.8.2 The approximate lengths of riser pipes are shown in the following Table 2:

TABLE 2

Kil-Cona Leachate Risers

Leachate Riser	Approximate Length of Riser (m)	Approximate Vertical Height of Riser (m)
R1	37.0	12.0
R2	40.0	11.0
R5	45.0	12.5
R6	48.0	9.5
R7	37.0	9.0
R8	28.0	9.5
R9	22.0	11.0
R10	27.0	9.0

- E5.8.3 Leachate shall be pumped directly into a waste disposal vehicle or into a temporary on-site storage tank(s) provided by the Contractor, to be transported within twenty-four (24) hours of filling. Temporary on-site storage tank(s) shall be vented with a flash-back arrestor and have a lockable lid if to be left overnight or for any period of time and be suitable for storing leachate.
- E5.8.4 The Contractor shall note that the pump-out locations for Kil-Cona Park are on land-filled areas which could experience settlements. Therefore, the design of temporary storage tanks shall address potential settlement.
- E5.8.5 The Contractor shall, at least three (3) business days prior to commencement of Work at Kil-Cona Park, provide the Contract Administrator with a proposed pumping/ hauling schedule of leachate from this site.
- E5.8.6 The Contractor shall pump two (2) risers from the west side of the site and one (1) on the east side of the site for a total of three (3) per year to reach the approximate quantity of leachate to be removed according to Form B.
- E5.9 Pumping Location Housekeeping:
 - E5.9.1 The Contractor shall prevent excess leachate in the hose from running out onto the ground or into surface water after the hose has been unhooked from the vehicle. This leachate must be drained back into the pumping location.
 - E5.9.2 The Contractor shall prevent any hydraulic fluid from coming in contact with the ground.
 - E5.9.3 The Contractor shall remove any personal litter or work related debris from all work areas and work sites and dispose into a designated waste disposal container.

E5.10 Special Pumping Requirement

The Contractor may be required to respond to a special situation at any one of the pumping locations. The response may include the relocation of a pump and the immediate pumping of that location. This response has to be accomplished within four (4) hours of notice from the Contract Administrator. The Contractor will be compensated one thousand (\$1,000) dollars per request. Leachate loads from the special response will be paid at normal unit rates.

E6. LEACHATE HAULING

- E6.1 The hauling of leachate from the various locations at Brady Road, Summit Road Landfill Sites, Westview Park, and Kil-Cona Park in waste disposal vehicles for disposal at the NEWPCC.
- E6.2 Waste disposal vehicles shall transport the leachate to the NEWPCC for disposal within twenty-four (24) hours of being pumped. No other disposal site shall be used. The tanker shall take designated truck routes directly to the NEWPCC and shall avoid residential areas.
- E6.3 Leachate shall be transported only in a closed tank licensed in accordance with Sewer By-Law 7070/97, Part 12, Wastewater Disposal Vehicles, available at <http://www.winnipeg.ca/CLKDMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=788>
- E6.4 Prior to obtaining such a licence, the tank must be loaded with water and be presented at the NEWPCC for inspection. Arrangements for inspections and licensing may be made by contacting the Industrial Waste Services Branch of the City of Winnipeg at 986-4818. All licensing fees are the responsibility of the Contractor, and no additional payments will be made for licence fees.
- E6.5 The manhole covers on the tank shall be close-fitted and closed when in use (full or empty). All vents shall be closed when the tank is being transported. The tank shall be equipped with valves to facilitate bottom loading. Valves shall not leak at any time, and a close-fitting cap shall be in place on the discharge side of the valve whenever the tank is being transported.
- E6.6 The Contractor shall provide a sampling port at the tank connection. This port will be a small, valved pipe which will allow the collection of a sample of leachate while the tank is being filled or emptied.
- E6.7 The Contractor shall equip his leachate haul personnel with a cell phone that must be on at all times during the provision of the work. The Contractor shall maintain contact with personnel at all times during the provision of service as the Contract Administrator will remain in contact with the Contractor.

E7. LEACHATE DISPOSAL

- E7.1 This Section covers the disposal of leachate from the various locations at Brady Road and Summit Road Landfill Sites and Westview and Kil-Cona Parks at the North End Water Pollution Control Center (NEWPCC) located at 2230 Main St.
- E7.2 The tanker driver shall obey all traffic rules and regulations within the NEWPCC property. The driver shall exercise due caution, obeying all traffic signs and speed limits, and shall adhere to all rules established by the NEWPCC management. The Contractor shall be responsible for any and all damage resulting from failure to comply with these rules and regulations.
- E7.3 The leachate shall be unloaded into a commercial vehicle disposal manhole or as directed by the Contract Administrator. The discharge manhole will accommodate a maximum one hundred (100) millimetre diameter hose. The discharge hose shall have a collar wider than the discharge hole preventing it from falling into the manhole. There is no restriction on the discharge rate for unloading leachate into the disposal manhole. At any time the Contract Administrator may install a flow meter at the discharge manhole recording the discharge from the Contractor.

- E7.4 The Contractor shall take one (1) sample from each load at the sampling port at the tank connection using containers provided by the City and according to instructions provided by the Contract Administrator. The samples shall be identified with a barcode sticker provided by the City of Winnipeg attached to the bottle by the Contractor and shall be delivered to the Laboratory Services Division at the NEWPCC, as directed by the Contract Administrator, as soon after sampling as possible.
- E7.5 A maximum daily total of approximately two hundred and forty (240) kilolitres is to be disposed of at the NEWPCC, unless otherwise approved by the Contract Administrator.
- E7.6 An interval of at least thirty (30) minutes is required between disposals of loads.
- E7.7 There may be other users of the discharge manhole therefore causing the Contractor to have to wait a short period for disposal.
- E7.8 The time it takes to egress from the NEWPCC can be an inconsistent process due to traffic volumes concerning Main Street.