



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 680-2008**

**PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	2
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	4
B9. Price Adjustment Mechanism	4
B10. Prices	5
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	2

#### Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2

#### Schedule of Work

D8. Commencement	3
D9. Environmental Clean up	3
D10. Service Fee	3
D11. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	3
D12. Safety	3
D13. Verification of Measurement	4
D14. Records	4

#### Measurement and Payment

D15. Invoices	5
D16. Payment	5

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Access to Sites	1
E4. Inspection	2
E5. Leachate Pumping	2

E6. Leachate Hauling	5
E7. Leachate Disposal	5

## **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 B3 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 7 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product 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 B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) 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 B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a)

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- 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 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 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 B15.1(a).
- B7.8 If the Bid Submission 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 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 9 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 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 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 internet site at <http://www.winnipeg.ca/matmgt>)

B11.5 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.

B11.6 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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>

B12.3 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>

B12.4 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.

## **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 8 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

B14.1 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.

B14.1.1 Notwithstanding C21, 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.

B14.1.2 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 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 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 9 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

B15.1 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.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(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.

B15.5 This Contract will be awarded as a whole.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

- B16.3 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 B15.
- B16.3.1 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.
- B16.4 Notwithstanding C4 and Paragraph 5 of Form A:Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n) (ii), 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 the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* 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](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 Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, 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, 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 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 or his/her designate. 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 or his/her designate 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 C21.3, 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 but in no event later than the date specified in C4 for the return of the executed 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.

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

- D8.1 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.
- D8.2 The Contractor shall not commence any Work 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 C6.16;
    - (iii) evidence of the insurance specified in D7;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D9. ENVIRONMENTAL CLEAN UP**

- D9.1 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.
- D9.2 In the event the City is forced to cleanup such spillage or leakage, all costs in this regard will be charged to the Contractor and shall be deducted from his payment for work actually done.

### **D10. SERVICE FEE**

- D10.1 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 fail 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.

### **D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D11.1 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).

### **D12. SAFETY**

- D12.1 The Contractor shall be solely responsible for safety of their staff at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D12.2 The Contractor shall be solely responsible for locking the gates, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D12.3 The Contractor shall 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 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.

### **D13. VERIFICATION OF MEASUREMENT**

- D13.1 The Contractor shall provide notice to the Contract Administrator or his/her designate one (1) week prior to commencement of the pumping operations.
- D13.2 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.
- D13.3 Brady Road Site:
- D13.3.1 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).
- D13.3.2 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.
- D13.4 Summit Road, Westview Park and Kil-Cona Park:
- D13.5 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.
- D13.6 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.
- D13.7 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 D13.2. No exceptions will be considered.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.

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

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered.

D15.2 Further to C21.4, the Contractor shall submit invoices to the locations designated at the time of ordering.

D15.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.4 The Contractor should invoice the Contract Administrator on a monthly basis. A summary statement shall accompany the invoices and include:

- (a) the invoice number; amount of invoice;
- (b) total statement value.

D15.5 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D16. PAYMENT**

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **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**

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