



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1006-2011

**HOURLY AND VOLUME RATES FOR HIRED EQUIPMENT SERVICES FOR THE
BRADY ROAD RESOURCE MANAGEMENT FACILITY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HOURLY AND VOLUME RATES FOR HIRED EQUIPMENT SERVICES FOR THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 13, 2012.

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 The Brady Road Landfill site is located approximately one (1) kilometre south of the Perimeter Highway on Brady Road in the south part of the City of Winnipeg and is 890 hectares (2200 acres) in size.

B3.2 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 1:00 p.m. on January 6, 2012 to provide Bidders access to the Site. Bidders are asked to pre-register by contacting the Contract Administrator listed in D4.

B3.3 The Bidder is advised that the landfill site is subject to extreme weather conditions that will significantly impact ground conditions. As such, the ground conditions viewed at the time of Site Investigation shall not be considered representative. The Contractor shall be responsible for ensuring equipment supplied under this Contract is capable of operating in all weather and ground conditions.

B3.4 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.

B3.5 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

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 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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

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

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

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

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

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 B14.1(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 in ink, 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 B14.1(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 or more persons, each and all such persons shall identify themselves in accordance with B8.2.

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

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (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.

B8.4.2 All signatures shall be original.

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. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B9.1.1 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only, actual quantities will vary significantly from those listed. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Unit Price stated on Form "B" Prices shall be inclusive of the following:
- (a) Qualified operators;
 - (b) Fuel, oil, lubrication and all maintenance;
 - (c) Any and all overtime and holidays;
 - (d) Any and all travel time;
 - (e) Any and all attachments;
 - (f) All insurance and all other costs;
 - (g) All other costs incidental to getting the work performed in accordance with this specification.
- B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.
- B10.2 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>
- B10.3 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);

- B10.4 Further to B10.3(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>)
- B10.5 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.
- B10.6 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their 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>
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding 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.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 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.
- B14.4.2 Further to B14.1(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.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14 .

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in 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 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 equipment services for the Brady Road Recourse Recovery Facility for the period July 1, 2012 to June 30, 2017 with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on July of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The equipment bid will be required for levelling and compacting solid waste as well as excavating, transporting, and spreading of material, road construction, grading roads, watering roads, ditching, watering compost piles, snow clearing and fighting fires that occur in the landfill.

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.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) **“Equipment“** means crawler tractors, crawler tractors with scrapers, track hoe's, rock trucks, graders and water trucks, attachments and associated equipment.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is

Jeff Hawley B.Sc., A.Sc.T.,

Contract Administrator,
109 – 1199 Pacific Ave
Winnipeg, MB R3E 3S8

Telephone No. (204) 470-4937

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 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.
- D5.2 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.
- D5.2.1 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.

D6. NOTICES

- D6.1 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 facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work; The certificate of insurance to as well include evidence of forest, firefighting insurances in the amount of at least \$1,000,000
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;
 - (c) contractors equipment
 - (d) the certificate of insurance to include evidence of operations as detailed in the bid opportunity
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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 the date specified in C4.1 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) calendar days written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 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.

D9.1.1 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.

D9.2 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.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D11. EQUIPMENT LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 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.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9;
 - (v) the subcontractor list specified in D10; and

- (vi) the equipment list specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

CONTROL OF WORK

D13. JOB MEETINGS

- D13.1 Regular weekly safety meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D14.1 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).

D15. SAFETY

- D15.1 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.
- D15.2 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.
- D15.3 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;

MEASUREMENT AND PAYMENT

D16. PAYMENT

- D16.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D16.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice

D17. PAYMENT SCHEDULE

D17.1 Further to payment shall be in accordance with the following payment schedule:

HOURLY WORK

- (a) Payments to the Contractor will be made following the end of each month based on a certificate prepared by the Contractor, indicating each payment item in the Form "B" Prices in accordance with the Specifications during the referenced monthly period. The Contractor shall include a summary of daily work tickets signed by the Landfill Foreman to verify the hours worked by equipment during that month with the certificate.
- (b) The Contract Administrator shall review the certificate and work ticket summary and payment shall be made in Canadian Funds within thirty (30) days if accepted. Hours relating to Work not assigned or not performed to the satisfaction of the Contract Administrator or his designate shall be deducted from the total hours submitted for the month and no payment shall be received on said deducted hours.

VOLUME WORK

- (c) Payments to the Contractor will be made following the end of each month based on the difference between the pre and post excavation volume surveys conducted by the Contract Administrator or designate based on the cubic metre rate indicated in the Form "B" Prices and in accordance with the Specifications during the referenced monthly period.
- (d) The Contract Administrator shall review the volumes excavated and payment shall be made in Canadian Funds within thirty (30) days if accepted. Volumes not approved for excavation/removal or volumes excavated but not placed where required or levelled to the satisfaction of the Contract Administrator or his designate shall be deducted from the total volume excavated for the month and no payment shall be received on said deducted volumes.

D18. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D18.1 The unit prices specified on Form B: Prices will be adjusted on July 1, 2013 and annually on July 1st of subsequent years based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C". Nonetheless; the maximum annual adjustment shall not exceed 10%.

D18.2 Indices "A", "B", and "C" are as follows:

- (a) Index "A" - All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
- (b) Index "B" – Diesel Fuel Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0009)
- (c) Index "C" - Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

D18.3 Indices "A", "B", and "C" will be those prepared by Statistics Canada. As some of the indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D18.4 INVOICES

D18.4.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D18.4.2 Invoices must clearly indicate, as a minimum:

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

D18.4.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4.4 Bids Submissions must be submitted to the address in B7.7

FORM H1: PERFORMANCE BOND
(See D9)

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. 1008-2011

Hourly and volume Rates for Hired Equipment Services for the Brady Road RESOURCE Management Facility

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 D9)

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 1008-2011

Hourly and volume Rates for Hired Equipment Services for the Brady Road RESOURCE
Management Facility

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)

FORM K: EQUIPMENT
(See D11)

Hourly and volume Rates for Hired Equipment Services for the Brady Road RESOURCE Management Facility

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D11)

Hourly and volume Rates for Hired Equipment Services for the Brady Road RESOURCE Management Facility

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. HOURS OF WORK

E2.1 Brady Road Landfill is open every day except November 11th, Christmas Day and New Year's Day.

E2.2 The normal operation of the equipment will be eight hours a day, five days a week. Where work is delayed or terminated by rain or some other factor the Contractor may be required to work additional hours per day and/or to work on holidays and Sundays to make up any deficiencies in operation. The Contract Administrator will have full authority to determine when additional work is required and when the Contractor will do the work.

E2.3 No premium will be paid for overtime, holidays or weekends.

E3. OPERATORS COMPETENCE AND PERFORMANCE

E3.1 The operators must conform to all safety regulations within the landfill, and will attend safety meetings as determined by the Contract Administrator. This shall include any additional medicals required or training on Self Contained Breathing Apparatus (SCBA's) as relates to fire fighting operations described in section E 4.2.

E3.2 Where, in the opinion of the Contract Administrator, an operator is unqualified, is operating in an unsafe manner, and/or is not accomplishing a satisfactory amount of work, the operator may be dismissed (immediately if necessary) and the Contractor so advised.

E3.3 All operators operating equipment for the City, under this Contract, are required to complete work tickets supplied by the City, at the end of each work shift and when work is completed or otherwise terminated. Tickets must be completed so as to indicate date, location of work, Contractor's name, equipment number, description of equipment, start and finish time using the 24-hour clock, operating hours, operator's signature, and operator's name printed if signature is not clearly legible. These tickets are to be signed by the landfill foreman or his designate and are to be distributed as indicated on the bottom left of the ticket.

E3.4 Failure to properly complete the above mentioned work tickets will result in possible delay or result in no payment for the shift involved until such time as the ticket is corrected and re-submitted.

E3.5 The Contract Administrator will monitor the progress of the landfill operation and provide any required field survey work. He/she will be the sole authority to determine if the Contractor is required to rework any face. The Contractor will not be paid for work that is considered to be inferior.

E4. METHOD OF OPERATION

E4.1 The Contractor will operate in a safe manner as directed by the Contract Administrator or the designated representative.

E4.2 Contractor equipment and operators will be used to fight fires that occur at the landfill. Self Contained Breathing Apparatus (SCBA) brackets will be supplied to the Contractor. Installation of SCBA brackets, supply of SCBA masks, operator medicals and SCBA training shall be the responsibility of the Contractor.

E4.3 Contractor equipment will not utilize or cross regular roadways or areas intended for general use by the public or City vehicles. In instances where such crossings or usage are deemed

unavoidable any damage to such roadways or areas shall, at the discretion of the Contract Administrator or his designate be repaired immediately to their satisfaction and all costs associated therewith shall be borne by the Contractor.

- E4.4 Construction and maintenance of equipment haul roads is the sole responsibility of the Contractor and such work will be conducted at the Contractors expense outside of regular working hours
- E4.5 For Contractor work involving the excavation of material or the removal of stock piled material from one location to another, the Contract Administrator or designate will conduct volume surveys to determine the work completed on excavations or removal of stock piled material. The results of said volume surveys when requested and where practical shall be provided to the Contractor prior to commencement of Work. Said volume surveys (and in the case of stock piled material - subsequent confirmation of volumes removed) in conjunction with the per cubic meter prices contained in Form B prices shall form the sole basis for payment when such excavation or removal work is conducted.
- E4.6 If the Contractor utilizes rock trucks for such work, the per cubic rate provided in Form B: Prices shall be inclusive of any ancillary equipment necessary to excavate or load material at the point of origin and any necessary equipment required for placement or levelling of loads delivered to the point of destination. Further the ancillary equipment cannot be the equipment that is designated for use listed on Form B: Prices 1 through 5.
- E4.7 The Contractor will recognize that the landfill site is not a closed construction site, and further recognize that the site is controlled by various safety regulations, including speed limits, to ensure a safe work place. The Contractor agrees to abide by all safety regulations and ensure that his agents or sub-Contractors obey all regulations. The Contractor shall require that all their staff, agents, or sub-Contractors wear the necessary safety gear as prescribed by the Contract Administrator. The Contractor will recognize that regulations change from time to time and will conform to any changes as approved by the Contract Administrator.
- E4.8 All equipment bid and supplied under this Contract must remain and be available for use on Site at all times with the exception of the following; Track Hoe, Grader and Water Truck which, with the permission of the Contract Administrator may be removed from the Site when not in use. However, should the Contractor choose to remove any of these pieces of equipment when not in use the Contractor shall ensure they are returned when requested by the Contract Administrator within 24 hours. All costs associated with removal or return of said equipment shall be borne by the Contractor.
- E4.9 The Contract Administrator reserves the right to modify methods of operation from time to time in the best interests of the City of Winnipeg and the Contractor shall follow reasonable instructions regarding changes in operational methods.

E5. FACILITIES

- E5.1 The Contractor's staff will be allowed the use of the lunchroom and washroom in the shop facility.
- E5.2 The Contractor shall be permitted to establish his own maintenance, lunch, and parking facilities on Site subject to the written approval of the Contract Administrator. The Contractor is further advised that an existing on-site building may be available for use by the Contractor, provided the Contractor is responsible for the cost of all utilities and any damages caused by the Contractor in this building. Further, it is noted that any such structure currently existing may at some point during this Contract be demolished. Should such demolition occur the City of Winnipeg shall be under no obligation to provide any alternative shelter.
- E5.3 The Contractor will be responsible for providing storage facilities for fuel and lubricants. A detailed plan must be provided by the Contractor showing the location and design of his field-fuelling depot. The Contract Administrator must approve these plans.

E6. EQUIPMENT

- E6.1 Prior to the award of the Contract the Bidder will be required to arrange to have the equipment inspected by a third party (third party to be identified by the Contract Administrator at the time of award) to verify that it is in good operating condition and meets the requirements of the specifications.
- E6.2 Replacement equipment, in the event of equipment supplied under this Contract breaking down, requiring repair or being unavailable for regular work the Contractor shall ensure replacement equipment acceptable to the Contract Administrator or designate is delivered to the site and in use within twenty four (24) hours. All costs associated therewith to be borne by the Contractor.
- E6.3 Should the Contractor be unable, refuse, or otherwise not make available replacement equipment in the event the Contractor's equipment is not functioning properly or is inoperative, the City may, at the discretion of the Contract Administrator, provide replacement equipment and charge the cost of the replacement equipment to the Contractor. The Contract Administrator shall advise the Contractor in writing of his/her intention to provide replacement equipment. Where practical, a minimum of four (4) hours prior to the replacing equipment arriving on the site will be given to the Contractor. The Contractor will note that any action under this section by the City will not relieve the Contractor of their obligations under this contract.
- E6.4 Should the downtime experienced by the Contractor's equipment become excessive in the opinion of the Contract Administrator, the Supervisor shall advise the Contractor in writing to take whatever measures are necessary to reduce the downtime to an acceptable level. Failure to do so may cause the City to take whatever action they feel is necessary.
- E6.5 Any material, labour or components not herein specifically mentioned or included, but which may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned. The Contractor shall supply the equipment and all components and all features which are normally considered to be standard on that equipment, unless specifically excluded in the specifications.

E7. TYPE OF EQUIPMENT

- E7.1 These specifications describe the basic type of equipment required at the Brady Road Sanitary Landfill. Five (5) main types of equipment are used at the landfill; crawlers, Track hoe's, Graders, water trucks and material moving equipment. Material moving equipment bid under this Contract can be either crawlers with scrapers or rock trucks as described in E8.4 and 0.

E7.2 CRAWLER TRACTOR WITH BLADE:

- E7.2.1 The crawler must have a minimum flywheel power 231 kW (310 HP) and a minimum operating weight of 38 000 kg (83 775 lb) and not be manufactured more than two years prior to the award of the Contract and/or have more than 5000 original hours.
- E7.2.2 The blade must be hydraulically controlled with a minimum capacity of 24 m³ (31.4 yd³) and designed for refuse and must not impede operators' visibility.
- E7.2.3 The crawler must be equipped with a ROPS cab, wide pads (minimum 39" inches (99 Cm)) heater, wipers, powershift transmission, strobe beacon light, Backup alarm (78 decibels minimum), and equipped with front headlights and rear work lamps.
- E7.2.4 This unit will be used to stack refuse and place cover material as well as assist the crawler tractor and scraper units in the pickup of excavated material.

E7.3 CRAWLER TRACTOR WITH BLADE AND RIPPER:

- E7.3.1 The crawler must have a minimum flywheel power 231 kW (310 HP) and a minimum operating weight of 38 000 kg (83 775 lb). Be equipped with a hydraulically controlled dual shank ripper and not be manufactured more than two years prior to the award of the Contract and/or have more than 5000 original hours.

- E7.3.2 The blade must be hydraulically controlled with a minimum capacity of 24 m³ (31.4 yd³) and designed for refuse and must not impede operators' visibility.
- E7.3.3 Crawler must be equipped with a ROPS cab, wide pads (minimum 39" (99 Cm)) heater, wipers, powershift transmission, strobe beacon light, backup alarm (78 decibels minimum), and equipped with front headlights and rear work lamps.
- E7.4 TRACK HOE:**
- E7.4.1 The track hoe must have a minimum flywheel power 103 kW (138 HP) and a minimum operating weight of 21 000 kg (46 297 lb).
- E7.4.2 Two buckets must be supplied, both buckets must be a minimum 2 cubic yards (1.5 cubic meters), one with teeth, the other for finish work (smooth).
- E7.4.3 Track hoe must be equipped with a ROPS cab, steel cage protecting front and sides of cab from flying debris, heater, wipers, strobe beacon light, backup alarm (78 decibels minimum), and equipped with front and rear work lamps.
- E7.5 GRADER:**
- E7.5.1 The grader must have a minimum flywheel power 138 kW (185 HP) and a minimum operating weight of 15 000 kg (33 069 lb).
- E7.5.2 Grader must be equipped with a ROPS cab, winged blade, front or rear mounted scarifier, heater, wipers, strobe beacon light, backup alarm (78 decibels minimum), and equipped with front headlights and rear work lamps.
- E7.6 WATER TRUCK:**
- E7.6.1 Water truck must be equipped with a minimum 5 000 gallon (18 900litre) water tank.
- E7.6.2 A water pump capable of delivering 750 gallons per minute at 60 PSI.
- E7.6.3 A top mounted directional (swivel) water jet/cannon capable of delivering both a solid stream and alternatively a spray,
- E7.6.4 A rear mounted independently operated rear dust suppression distributor spray bar. The bar shall be a minimum 3" (75mm) diameter pressure bar with half inch jet nozzles spaced not more than 6" (150mm) apart.
- The Water truck must be equipped with heater, wipers, strobe beacon light, backup alarm (78 decibels minimum) and be a licensed vehicle meeting all Highway Traffic Act and Department of Transportation regulations.

E8. MATERIAL MOVING EQUIPMENT

- E8.1 For Items 6 through 8 on Form B; Prices, the Contractor shall provide either Crawler Tractors and scrapers OR Rock Trucks meeting the following criteria.
- (a) Further to E8.1, Item 6 on Form B: Prices the Contractor shall provide an hourly rate for the equipment bid.
- E8.2 Item 7 on Form B: Prices are based on cost per cubic meter of material loaded at source and transported 1000 meters or less and placed where required, including levelling.
- E8.3 Item 8 on Form B: Prices are based on cost per cubic meter of material loaded at source and transported 2500 meters or less and placed where required, including levelling.

CRAWLER TRACTORS AND SCRAPERS

- E8.4 Crawler Tractors shall conform to the following:

- (i) Two (2) crawler tractors and hydraulically controlled scrapers shall be provided. These units will be used to excavate or pick up and convey, place and level material within the Brady road Landfill.
- (ii) The crawler tractors must be sized and powered in accordance with requirements to productively self-load the tow behind earth moving rubber-tired scraper under the landfill soil conditions. The crawler must have a minimum flywheel power 231 kW (310 HP) and a minimum operating weight of 38 000 kg (83 775 lb).
- (iii) Crawler must be equipped with a ROPS cab, heater, wipers, strobe beacon light, backup alarm (78 decibels minimum), and equipped with front and rear work lamps
- (iv) The minimum required truck scraper capacity is 13.8 m³ (18.0 yd³).

ROCK TRUCK

E8.5 Rock Trucks shall conform to the following:

- (i) Two (2) rock trucks shall be provided. These units will be used to convey and deposit material within the Brady road Landfill.
- (ii) The rock truck must be sized and powered in accordance with requirements to productively access, transport and deposit material under the landfill soil conditions. The Rock truck must have a minimum flywheel power 225 kW (301 HP) and a minimum operating weight of 22 260 kg (49 000 lb).
- (iii) Rock truck must be equipped with six wheel drive, heated box, a ROPS cab, heater, wipers, strobe beacon light, backup alarm (78 decibels minimum), and equipped with front headlights and rear work lamps
- (iv) The minimum required rock truck capacity is 14. m³ (18.3 yd³).

E8.6 If the Contractor utilizes rock trucks for such work, the per cubic rate provided in Form B: Prices shall be inclusive of any ancillary equipment necessary to excavate or load material at the point of origin and any necessary equipment required for placement or levelling of loads delivered to the point of destination. Further the ancillary equipment cannot be the equipment that is designated for use listed on Form B: Prices 1 through 5.