



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 800-2011

**BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION
CONTROL CENTRE (NEWPCC) DEWATERING FACILITY TO BRADY ROAD
LANDFILL**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BIOSOLIDS TRANSPORTATION FROM NORTH END WATER POLLUTION CONTROL CENTRE (NEWPCC) DEWATERING FACILITY TO BRADY ROAD LANDFILL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 1, 2011.

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; 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 D3.1.

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

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

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

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

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

B5. ADDENDA

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

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

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

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

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

B6. SUBSTITUTES

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

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

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

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

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

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

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

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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, 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 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two 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. 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 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);
- (d) proven experience in transportation of biosolids;
- (e) proven experience in the year round (including winter) co disposal of biosolids;
- (f) possession of suitable equipment (or willingness to invest therein);
- (g) possession of a maintenance and overhaul facility within 50 km of Winnipeg, complete with qualified equipment mechanics, tools, manuals and parts inventory as well as a fully equipped mobile maintenance vehicle.

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 Bids 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, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 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 10 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 11 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 11 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 therefrom (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 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.

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

B15. AWARD OF CONTRACT

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

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

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

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid 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 the year round transportation of Biosolids dewatered by the Biosolids Dewatering Facility at the North End Water Pollution Control Centre located at 2230 Main Street in the City of Winnipeg and co disposal of Biosolids at Brady Road Landfill for the period from January 1, 2012 until December 31, 2014, 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 ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Notwithstanding C11, the prices for Year 2 and Year 3 will be adjusted by the percentage increase in the **Statistics Canada Consumer Price Index for Transportation for Manitoba**. Notwithstanding C11, the prices for the two additional one year extensions will be adjusted by a mutually agreed negotiated percentage increase in the **Statistic Canada Consumer Price Index for Transportation for Manitoba**.

D2.1.3 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 The major components of the work are as follows:

D2.3.1 Hauling Biosolids from:

- (a) the Biosolids Dewatering Facility at the North End Water Pollution Control Centre located at 2230 Main Street Winnipeg to the City of Winnipeg Brady Road Landfill located at 1901 Brady Road, Winnipeg.
- (b) the Biosolids Dewatering Facility at the North End Water Pollution Control Centre located at 2230 Main Street Winnipeg to the City of Winnipeg Biosolids storage pad located at 21 Poneida Road in the RM of West St. Paul
- (c) The Biosolids storage pad to the Brady Road Landfill site.

D2.3.2 Co disposal of Biosolids at designated locations at Brady Road Landfill.

D2.3.3 Biosolids storage pad operation including loading onto haulage vehicles.

D2.3.4 Supply all personnel, equipment and necessary materials to properly haul, unload and spread the Biosolids as described in these Specifications.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Dan DeCraene
Wastewater Contracts Supervisor
2230 Main Street
Winnipeg Manitoba R2V 4T8
Telephone No.: (204) 986-4797
Facsimile No.: (204) 986-4809

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

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

D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5. NOTICES

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

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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

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

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

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D7.2 Deductibles shall be borne by the Contractor.

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

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

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

D8. SUBCONTRACTOR LIST

D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9. EQUIPMENT LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Bidder shall complete Form K: Equipment giving a list of:

- (a) the minimum quantity of equipment in first class working condition that the Contractor proposes to employ on the Work; and
- (b) additional equipment in first class working condition that the Contractor is prepared to employ on the Work if required by the Contract Administrator.

D10. EQUIPMENT DELIVERY SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with Form N: Equipment Delivery Schedule indicating the date of equipment delivery for each item of equipment at least 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.

D11. MAINTENANCE PROFILE

D11.1 The Contractor shall provide the Contract Administrator with a fully complete Form R: Maintenance Profile by providing a description and location of the maintenance and overhaul facility, a profile of the facility mechanics and a description of mobile maintenance vehicle at least two (2) Business Days of a request of the Contract Administrator.

D11.2 The maintenance capabilities and facilities outlined on Form R: Maintenance Profile, appended hereto, will be available for the duration of the Contract.

D12. SECURITY CLEARANCE

- D12.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D12.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D12.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D12.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D12.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- D12.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D12.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D7;

- (iv) evidence of the Subcontractor specified in D8;
 - (v) evidence of the Equipment List specified in D9;
 - (vi) evidence of the Equipment Delivery Schedule specified in D10;
 - (vii) evidence of the Maintenance Profile specified in D11; and
 - (viii) the security clearances specified in D12.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.2.1 Further to D13.2(a)(viii), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances.

D13.3 The Contractor shall commence the biosolids hauling on January 1, 2012.

D14. PICKUP / DELIVERY

- D14.1 Biosolids shall be picked up on an "as required" basis at the North End Water Pollution Control Centre and transported and co-disposed of at the Brady Road Landfill facility during the term of the Contract, f.o.b. destination, freight prepaid.
- D14.2 When transporting Biosolids, the Contractor shall comply with the Manitoba Highway Traffic Act and all other Federal and Provincial Statutes, Acts, By-laws and Regulations.
- D14.3 In the event that the Contractor is unable to transport the required amount of Biosolids and in the opinion of the Contract Administrator storage volumes will be exceeded, the City will immediately take whatever steps are necessary to remove and transport the Biosolids. All additional costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.
- D14.4 The route(s) to be used by the Contractor to transport sludge from the NEWPCC and the return trip are shown on Drawing No. S-1. The Contractor shall be limited to transporting the sludge on PTH 101 (Perimeter Highway) and Main Street. Under no circumstances shall the Contractor use any other route unless prior approval to do so has been obtained from the Contract Administrator.
- D14.5 The Contractor will not be paid for any load where an alternate route was used if prior approval was not obtained.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance upon daily completion of the Work as specified in D2.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City forty five hundred dollars (\$4500.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

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

D16.2 The Contractor shall be responsible for any other costs incurred by the City due to the Contractor's failure to carry out the Work in accordance with these documents.

D16.3 Any costs or other damages provided for herein shall be deducted from the Contractor's monthly payments. Times and assessments will be documented and presented to the Contractor in writing from the City at the time of infraction or as soon thereafter as the City becomes aware of the violation of contract provisions.

D16.4 The aforementioned liquidated damages will be strictly enforced by the City. Interpretation of these clauses shall rest solely with the Contract Administrator. The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D16.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. DAMAGE TO CITY PROPERTY

D17.1 Any damage caused by the Contractor at the NEWPCC or Brady Road Landfill property will be repaired by the City and the cost will be deducted from the monthly progress payments.

D18. ENVIRONMENTAL CLEAN UP

D18.1 The Contractor is responsible for the immediate cleanup of **any spillage** of biosolids. In the event the City is forced to cleanup spillage, all costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.

D18.2 The Contractor is responsible for the immediate cleanup of **any spillage** or leakage which occurs during the transporting of materials. In the event the City is forced to cleanup such or leakage, all costs in this regard will be charged to the contractor and deducted from his payment for work actually done.

D18.3 Any spillage must be cleaned up within four (4) hours of spillage occurring. The Contractor is expected to immediately clean up his own spillage; if the City is forced to clean up spillage, the Contractor will be assessed such costs. Two (2) major incidents in any twelve (12) month period of the contract shall be cause for termination of the contract. The Contractor shall prepare and furnish the City a copy of a contingency plan for dealing with accidental spillage of any biosolids.

D19. JOB MEETINGS

D19.1 Regular weekly job 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.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D20. DURATION OF CONTRACT

D20.1 The duration of this Contract shall be from January 1, 2012 to December 31, 2014.

D21. DELAYS CAUSED BY THE CITY

D21.1 In view of the nature of the Form B: Prices (i.e. the Contractor is paid on a time basis for fixed labour costs), no compensation will be paid to the Contractor in the event of delays caused by the city's operations.

D22. COOPERATION WITH PLANT OPERATORS

D22.1 Further to C:6, the Contractor shall cooperate with the North End Water Pollution Control Centre operators in every way and not interfere with the day-to-day operation of the plant and ensure continuous plant operation.

D22.2 The Contract Administrator may direct the work schedule in any way he deems necessary in order to avoid interference.

D23. COOPERATION WITH CONTRACTORS

D23.1 Further to C:6, other Contracts have been and may be awarded by the City that may require interaction with other Contractors during the course of carrying out this Contract. In particular, other Contracts may include:

D23.1.1 Liquid Sludge hauling from the South End Water Pollution Control Centre (SEWPCC) and the West End Water Pollution Control Centre (WEWPCC) to the North End Water Pollution Control Centre (NEWPCC).

D23.1.2 Grit hauling from the NEWPCC to landfill sites.

D23.1.3 Various construction contracts at the NEWPCC.

D23.1.4 Septage and leachate haulage.

D23.1.5 The Contractor shall cooperate and make suitable working arrangements with other Contractors to ensure satisfactory execution of the Work.

D23.1.6 All arrangements shall have the approval of the Contract Administrator in writing and should disagreement occur or should Contractors be unable to reach a satisfactory working arrangement for carrying out the Work, the Contract Administrator shall determine the

manner for carrying out the Work or the arrangements necessary for proper protection or prosecution of the Work. The Contractor shall not be entitled to any additional payment for work required or delays caused by interaction between contractors or on instructions from the Contract Administrator. The Contractor, however, shall assume full responsibility for work so arranged or so directed by the Contract Administrator.

D24. EMPLOYEE BEHAVIOUR AND SUPERVISION

D24.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to persons in a City facility and shall without limitation ensure that employees:

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

D24.2 The Contractor and his employees are prohibited from entering the premises of the NEWPCC and Brady Road Landfill other than to perform the work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his operators are allowed inside the entrance gate of the NEWPCC and Brady Road Landfill.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D25.1 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).

D26. SAFETY

D26.1 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.

- (a) The Contractor will provide the Contract Administrator with verification of COR Safety Certification or a Safe work Plan at least five (5) Business days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 of the executed contract.
- (b) The safe work Plan should be prepared and submitted in the format shown in the City's template which is available on the information Connection page at the City of Winnipeg v, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D26.2 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.

D26.3 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;

D27. ORDERS

D27.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D28. RECORDS

D28.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D28.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D28.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D29. UNIT PRICE ESCALATION FORMULA

D29.1 A unit price escalation formula using the percentage increase in the Statistics Canada Consumer Price Index for Transportation in Manitoba will be applied to all of the unit prices included in the Tender Submission to calculate unit prices in years 2 through 3 of the Contract.

D29.2 A unit price escalation formula mutually agreed upon based on Statistics Canada Consumer Price Index for Transportation in Manitoba will be applied to all of the unit prices included in the Tender Submission to calculate unit prices in each of the one year extensions referred to in D2.1.

D29.3 Unit prices as bid shall be in effect through December 31, 2012 at which time the unit prices shall be re-computed for the following contract year.

D30. INVOICES

D30.1 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

D30.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase 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.

D30.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D30.4 Bids Submissions must be submitted to the address in B7.7.

D31. PAYMENT

D31.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D31.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D31.3 Further to C11, the weight of Biosolids measured for payment will be based on the amount recorded on the City of Winnipeg's computer system at the NEWPCC dewatering facility. A weigh ticket will be submitted for each load and the weight indicated on the tickets shall be totalled monthly and used for invoicing.

WARRANTY

D32. WARRANTY

D32.1 Warranty is as stated in C12.

FORM J: SUBCONTRACTORS
(SEE D8)

TRANSPORTATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING
FACILITY

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

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

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

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

Name of Bidder

FORM K: EQUIPMENT
(SEE D9 AND E2.1)

**TRANSPORTATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
 DEWATERING FACILITY**

Type	Make	Model & Year	Capacity	New or Used
-Other				
A. Primary Equipment				
Hauling Trailers (5) (Tri axial ejector)				
Unit No. 1				2010 or newer
Unit No. 2				2010 or newer
Unit No. 3				2004 or newer
Unit No. 4				2004 or newer
Unit No. 5				2004 or newer
Hauling Tractors (6)				
Unit No. 1				2010 or newer
Unit No. 2				2010 or newer
Unit No. 3				2010 or newer
Unit No. 4				2005 or newer
Unit No. 5				2005 or newer
Unit No. 6				2005 or newer
Tracked Backhoe (1)				2003 or newer
Front End Loader (1) (Rubber tired)				
-Grader (1)				
B. Reserve Equipment				
-Hauling Trailers (4) (End Dump) for cleaning storage pad				

 Name of Bidder

FORM N: EQUIPMENT DELIVERY SCHEDULE
(SEE D10 AND E2.1)

**TRANSPORTATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
 DEWATERING FACILITY**

The Bidder is required to complete this form and submit it at the time of tendering. The anticipated delivery date for each item of new equipment that will be purchased for this Contract must be stated. If equipment is currently owned, this shall also be indicated

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

 Name of Bidder

FORM R: MAINTENANCE PROFILE
(SEE D11)
**TRANSPORTATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
DEWATERING FACILITY**

The Bidder is required to complete this form and submit it at the time of tendering. The information as requested herein must be provided.

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

Name of Bidder

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 The City of Winnipeg General Conditions for Supply of Services Revision 2007-04-12 in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2 Further to C:2.4(d), Specifications included in the Tender Package shall govern over The City of Winnipeg General Conditions for Supply of Services Revision 2007-04-12.
- E1.3 The City of Winnipeg General Conditions for Supply of Services Revision 2007-04-12 are available in Adobe Acrobat (.PDF) format at the City of Winnipeg, Corporate Finance, Materials Management internet site http://www.winnipeg.ca/matmgt/gen_cond.stm.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S-1	Haul Route from NEWPCC Dewatering Facility to Brady Road Landfill and Storage Pad
S-2	Site Plan of NEWPCC Biosolids Dewatering Facility
S-3	Site Plan of Brady Road Landfill

- E1.5 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 Equipment

E2.1.1 General

- (a) All materials and equipment under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection by the Contract Administrator as to suitability, mechanical condition and compliance with the conditions stated herein. Performance specifications for all equipment utilized in the course of carrying out this Contract shall be submitted along with [Form E: Equipment](#) in the tender submission. Performance specifications shall include dimensions, capacities, standard features, etc. Manufacturer's sales literature shall be considered acceptable for this purpose.
- (b) The Contractor shall have available twenty-four (24) hours a day, including weekends and holidays, the necessary equipment and manpower to carry out the work specified herein. Should the primary equipment or manpower not be available for any reason, they shall be immediately replaced from reserve equipment and manpower.
- (c) Primary equipment utilized on this Contract shall be dedicated to this Contract and shall not be used for any other purpose than that specified in these documents without prior written approval from the Contract Administrator.
- (d) Bidders who propose to use equipment other than that specified in these documents shall submit suitable information to request an equal or alternate status in accordance with B:6.
- (e) The equipment to be utilized on this Contract can be used equipment. Used equipment, however, shall be in first class working condition such that this equipment can satisfactorily perform the Work of the Contract. The City reserves the right to inspect the equipment with its own staff or its own agent (including an equipment appraisal consultant) during the award period or prior to the commencement of Work and randomly thereafter at the discretion of the Contract Administrator to ascertain the condition of the equipment and its suitability to perform the Work of the Contract. The

City's determination of the equipment's condition and suitability to perform the Work shall be final and binding.

E2.1.2 **Equipment Requirements**

- (a) Minimum equipment required for use on this contract
 - (i) Five (5) Triaxle ejector trailers for hauling biosolids (Primary) should be two of which shall be 2010 or newer
 - (ii) Six (6) Tractors properly equipped to handle ejector trailers (Primary) three of which shall be 2010 or newer)
 - (iii) Four (4) End dump trailers for cleaning the storage pad
 - (iv) One (1) Tracked Backhoe for use at the Brady Road Landfill (Primary)(2003 or newer)
 - (v) One (1) Rubber tired front end loader for use at the storage pad when hauling from the storage pad
 - (vi) One (1) Road grader for snow removal when necessary

E2.1.3 **Maintenance of Equipment**

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

E2.1.4 Identification

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

E2.1.5 Hauling Trailers

- (a) The ejector trailers utilized in the course of carrying out this Contract shall be uniform in size and capacity as described herein and conform to Province of Manitoba, Department of Transportation and Government Services regulations.
- (b) The end dump trailers used for hauling from the storage pad do not have to be painted a specific colour and do not have to be uniform in size or capacity.
- (c) The ejector trailers shall incorporate the following features:

- (i) Ejector type.
- (ii) Sealed and gasketed tailgate to prevent leakage of water and biosolids.
- (iii) Triaxle with a minimum capacity of 24 tonnes.
- (iv) Provided with a rigid cover. This cover shall incorporate four recessed loading chute ports such that the existing loading chutes make a positive contact with the cover. The purpose of this cover is to contain splashing during truck loading in the truck bay.
- (v) Provided with a secondary cover for the loading ports and prevent biosolids blow-off or spill-over during transport.
- (vi) Insulated to retain heat and reduce freezing of biosolids to the sides and bottom.
- (vii) Hydraulically operated end gate with a minimum of four hydraulic closure points spaced evenly across the bottom of gate.

E2.1.6 Hauling Tractor Units

- (a) Hauling tractor units utilized in the course of carrying out this Contract shall generally be as described herein and conform to Province of Manitoba, Department of Transportation and Government Services regulations.
- (b) The six primary tractor units shall incorporate the following:
 - (i) Hydraulic system with a wet tank large enough to operate the ejector system of the hauling trailer.
 - (ii) Controls located in the cab of the tractor for the operation of the hauling trailer hydraulic systems.
 - (iii) Equipped with a two-way radio or cellular telephone.
 - (iv) Equipped with air conditioning and a radio.

E2.1.7 Front End Loaders

- (a) The front end loaders utilized in the course of carrying out this contract shall generally be as described herein and conform to Province of Manitoba, Workplace, Safety and Health requirements for industrial requirements.
- (b) One loader shall be utilized at the storage pad site and for snow clearing when required.
- (c) The front end loader to be used at the storage pad will be equipped with rubber tires, air conditioning and a bucket capacity of 2.5 - 3.5 cubic metres.

E2.1.8 Backhoe

- (a) The backhoe utilized in the course of carrying out this Contract shall generally be described herein. The backhoe shall be equivalent to a Caterpillar Model 225.
- (b) The backhoe shall be equipped with air conditioning and a radio.
- (c) The backhoe shall be equipped with a propane heater to ensure that it will start in the winter months.

E2.1.9 Grader

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

E2.2 Manpower Requirements

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

- (a) Hauling
 - (i) Drivers
- (b) Storage Pad Operation

- (i) Front End Loader Operator (as required)
 - (c) Landfill Co-Disposal Operation
 - (i) Backhoe Operator 1
 - (d) Office
 - (i) Project Manager
 - (ii) Clerical
 - (e) Maintenance
 - (i) Mobile Mechanic (as required)
 - (ii) Shop Mechanic(s) (as required)
- E2.3 Operations
- E2.3.1 Hours of Work
- (a) The Contractor will normally carry out the Work on weekdays (Monday through Friday). Whenever, in the judgement of the Contract Administrator, it is necessary or expeditious to do Work at night or on weekends or holidays, the Contractor will carry out such overtime Work at no additional cost to the City
 - (b) The Contractor will obtain the necessary permission and permits from the governing body to work on Sundays, nights or statutory holidays, when this is necessary.
 - (c) The Contract Administrator will determine the schedule of the City's operations and advise the Contractor of the same. The Contractor will have input into the scheduling but the Contract Administrator will have final authority for scheduling. Delivery to the Brady Road landfill will be subject to Landfill Operating hours.
- E2.4 Licenses and Permits
- E2.4.1 Prior to commencing any Work, the successful bidder shall obtain and furnish the City with copies of all necessary approvals and permits, including but not limited to approvals and permits for equipment landfill, disposal and the storage pad operation required by all governmental units and regulatory agencies
- E2.5 Method of Measurement
- E2.5.1 The hauling of biosolids will be measured on a wet tonne basis as noted in the Form B: Prices. The quantity to be paid for shall be total number of tonnes of biosolids that are hauled, and co –disposed at Brady Road Landfill or hauled to the storage pad as indicated by the waybills and transaction records.
- E2.5.2 The Contractor shall furnish transaction records to the City upon request for comparison and control purposes
- E2.6 Basis of Payment
- E2.6.1 Further to C.12.7, hauling of biosolids will be paid for at the Unit Prices listed on Form B: Prices and measured as specified herein.
- E2.6.2 The unit prices tendered in these schedules, shall include the supply of all labour and equipment, the cost of temporary work, and all risks and contingencies whatsoever, and no claim for any extra payment, including delays on the work, will be recognized under any circumstances.
- E2.6.3 The Contractor shall invoice the City on a calendar month basis within fourteen days (14) of the last day of the month. Documentation accompanying this invoice will be based on the successful Contractor's Form B: Prices and shall be prepared by the Contractor in consultation with the Contract Administrator.
- E2.7 Quantities

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

YEAR	TOTAL BIOSOLIDS PRODUCED
	Wet Tonnes
2010	53,465
2009	47,942
2008	44,733

E2.7.2 The actual daily production of biosolids varies greatly, from month to month and season to season. For bidding purposes a figure of 134 wet tonnes per day with a solids concentration of 26% was used in determining the estimated quantities shown in Form B: Prices. The quantities listed in Form B: Prices are based on this production rate for a 365 day year for a total annual production rate of approximately 49,000 wet tonnes. Since haulage is expected to be a five (5) day per week activity (260 days per year), the average volume will be 189 wet tonnes per day. However, due to varying flow and production rates, peak daily volumes for hauling can reach up to 445 wet tonnes

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

E2.7.4 The Contractor may, at any time request a scale recalibration. Scale accuracy shall be taken at $\pm 3\%$, the City will adjust the volume of biosolids hauled in the previous six months as well as pay for the equipment recalibration costs. If the scale is found to be within tolerance, the Contractor will pay for the recalibration costs. The time taken to load a truck and the amount loaded into each truck will vary depending on percent solids content of the biosolids and the volume in the storage bin. The Contractor is paid only for the actual weight loaded.

E2.8 Hauling Locations and Distances

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

	Haul Distance (one way)
(a) From Dewatering Facility to Brady Road Landfill	55km*
(b) From Dewatering Facility to Storage Pad	8km*
(c) From Storage Pad To Brady Road Landfill	47 km*

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

E2.9 Trucking Routes

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

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

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

- (a) from the NEWPCC Dewatering Facility to the Perimeter Highway (Highway #101) - Use Main Street
- (b) from the NEWPCC Dewatering Facility to the Storage Pad and the City of Winnipeg Brady Road Landfill - Use Main Street and the Perimeter Highway

- E2.9.4 Under no circumstances shall the Contractor use any other route unless prior written approval to do so has been obtained from the Contract Administrator.
- E2.9.5 The Contractor will not be paid for any load transported along an alternate route if prior written approval was not obtained.
- E2.10 Maintenance of Haul Roads
- E2.10.1 Road restoration and general road upkeep for damage caused by the Contractor's equipment shall be the whole responsibility of the Contractor. Such upkeep will be mainly on the roads at Brady Road Landfill.
- E2.10.2 The Contractor shall supply gravel for road repairs, at a price specified on Form B: Prices, whenever the Contract Administrator requests such work. The gravel must be supplied within 24 hours of being ordered.
- E2.10.3 The price for gravel shall be included in the total tendered price and shall include hauling and application costs, as well as any grading required.
- E2.10.4 The Contractor shall be responsible for the clearing of snow from municipal roads when the Rural municipality either has not or cannot clear the snow in a timely manner so as to not affect the biosolids disposal program. The cost of this snow clearing operation shall be incidental to the Contract and shall not be paid for separately.
- E2.11 On-Site Restrictions
- E2.11.1 The Contractor and his employees are prohibited from entering the premises of North End Water Pollution Control Centre other than to perform this Work unless accompanied by plant staff except as allowed for in E2.15. The Contractor or his personnel will not be allowed to operate equipment other than as described in this Contract.
- E2.11.2 The City will not be responsible for any delays incurred by the Contractor because of blockage of the roadways at the loading and unloading sites caused by snowfall.
- E2.11.3 The City will attempt to keep the roadway at the NEWPCC open at all times and the truck doorways to the Dewatering Facility clear of snow. From time to time the Contractor will be called upon to assist in the clearing of snow at the NEWPCC.
- E2.11.4 It is the Contractor's responsibility to keep the access roads to Brady Road Co-Disposal site and the storage pad clear at all times. The cost of this snow clearing shall be incidental to the contract and shall not be paid for separately.
- E2.12 Parking at NEWPCC
- E2.12.1 The Contractor may park the in-use hauling trailers only inside the truck loading area of the Dewatering Facility during cold weather periods. The tractor units shall not be parked in the loading area at any time. No other equipment shall be parked at the NEWPCC unless approved by the Contract Administrator. Maintenance of the Contractor's equipment, other than minor repairs shall not be performed at the NEWPCC.
- E2.13 Biosolids Characteristics
- E2.13.1 WinGRO is the name for the City of Winnipeg's biosolids utilization program. Treated and dewatered biosolids from Winnipeg wastewater treatment plants are co disposed of at Brady Road Landfill.
- E2.13.2 Biosolids shall herein be defined as the material processed by centrifuges containing 20-30 percent solids, at the City of Winnipeg North End Water Pollution Control Centre Dewatering Facility. The density of the biosolids is approximately 1000 kilograms per cubic metre. The City makes no guarantee as to the density, content, quality or other characteristics of this material.
- E2.13.3 With specific reference to the NEWPCC dewatered biosolids quality, it should be noted that after centrifuge dewatering, the biosolids will be conveyed to the storage hoppers by piston

type pumps (Schwing Manufacture). Conveying biosolids in this way does not affect the moisture content but does affect the consistency of the material.

E2.13.4 Typical Biosolids Analysis

The following is a typical analysis of the biosolids to be hauled and applied:

Parameter		mg/kg Year 2002
Cadmium	(Cd)	12.6
Zinc	(Zn)	1794
Copper	(Cu)	987
Nickel	(Ni)	64
Lead	(Pb)	152
Chromium	(Cr)	493
Total Kjeldahl Nitrogen	(TKN)	35,315
Ammonia Nitrogen	(NH3)	10,781
Phosphorus	(P)	15,888
Conductivity		10,752 Umhos/cm
PH		8.1

E2.13.5 Possible Health Risks

Studies in Canada and the U.S.A. have shown that when appropriate precautions are followed there are no significant health problems for personnel in regular contact with biosolids. Since biosolids do contain some disease-causing organisms, it is **EXTREMELY** important for workers at the wastewater treatment plant, dewatering facility, storage pad, landfill site or in the transportation of the biosolids to practice safe work procedures.

E2.13.6 Personal Health Safeguards

ALL personnel in the WinGRO program MUST follow proper hygiene procedures to safeguard their own health.

The following recommendations are consistent with proper hygiene procedures.

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

E2.14 Partial Loads

E2.14.1 The majority of time the Contractor will be able to load and transport full loads. On certain occasions it may be necessary for the City to request the transporting of partial loads. The City reserves the right to this request. No additional compensation will be given to the Contractor for the hauling of partial loads.

E2.15 Loading Facilities

- E2.15.1 Dewatered biosolids will be stored in three, 165 tonne nominal capacity dual outlet bins installed overhead in a two-lane truck bay in the dewatering facility. One outlet (four discharge gates) from each bin is positioned over each of the truck lanes so that each bin can load trucks in either lane.
- E2.15.2 Drivers will gain entry to the correct lane in the truck bay by means of automatic entry doors. Opening is initiated by a card reader which is located on the south side of the main plant access road.
- E2.15.3 The truck load out sequence is as follows:
- (a) truck arrives at the outdoor entry control station and the driver exits truck and walks to the station.
 - (b) driver inserts magnetic card which contains truck identification and associated truck data in the card reader.
 - (c) computer searches its database and returns a message to the local display indicating destination information related to truck lane and bin number.
 - (d) the door for the appropriate lane opens automatically and the truck proceeds into the loading bay. The door closes automatically.
 - (e) a yellow light illuminates indicating the appropriate bin and the driver positions his truck under that bin. Proper positioning is confirmed by a green indicating light and a mark on the floor.
 - (f) the driver exits his truck and lowers the 4 chutes into the tapered receptacles on the lid of the trailer. The driver shall ensure that each chute is properly placed into the tapered receptacle to ensure splash control.
 - (g) the driver pulls out red interrupt button.
 - (h) the driver proceeds to the load out control room where he enters his personal identification number (PIN) on the keypad unit. Following entry of the PIN the computer will prompt with "Load truck to XT". (The weight to be loaded will be specified by the Contractor for the trailers used.)
 - (i) if the driver wishes a maximum load he presses F1; otherwise F2. If F2 is pressed then the computer prompts "ENTER WEIGHT IN TONNES". The driver would then enter the desired weight.
 - (j) ENTER.
 - (k) driver can abort operation in which case he must reinitiate entire load request sequence or if he accepts the weight entered he would return to his truck to monitor the loading process.
 - (l) loading cycle completes, the computer assigns a destination for the truck, initiates printing of a 2 ply weight ticket and updates its database.
 - (m) data printed on the ticket will include the following:
 - (i) City and Department logo and North End Water Pollution Control Centre
 - (ii) Time in and time out
 - (iii) Truck Number
 - (iv) Net weight (Wet Tonnes)
 - (v) Driver initials
 - (vi) General haul destination (landfill, storage pad)
 - (vii) Field location data including location code
 - (n) the Driver pushes in red interrupt button and returns to the load control room and takes the weight ticket leaving a copy in the room and returns to his truck.
 - (o) the Driver raises the chutes to the upright location and the truck proceeds to the exit door which will open and close automatically.

Note: The above control sequence describes system operation as it presently

works and may be subject to minor changes during the contract. The card reader may be replaced by a keypad.

- E2.15.4 Overhead door warning lights have been installed outside and inside the loading bay. When the red light is on, the door is opening or closing. When the door is completely open the green light is on and the driver can enter or leave the loading bay. When the door is closed the red light is on. With the door open, the opening is 3.56 metres wide by 3.65 metres high.
- E2.15.5 The driver, upon completion of loading of each and every truck, shall secure a cover over the loaded biosolids in such a manner that no biosolids are exposed and no spillage, blowing off, leakage or shaking off of the material is possible.
- E2.15.6 The City will provide initial training to the Contractor's drivers in using the loading equipment in the Dewatering Facility. Thereafter, it will be the Contractor's responsibility, throughout the duration of the Contract, to ensure that each of his operators is properly trained in the operation of the City's equipment and facilities. The Contractor's Project Manager will personally ensure that all new drivers have been properly trained. Washroom facilities are provided in the Dewatering Facility for the Contractor's use.
- E2.15.7 The Contractor should be aware that the loading of biosolids from the storage bins into the trucks is by gravity feed only. Therefore, the amount loaded into each truck and the time to load each truck will vary. Both the volume loaded and the time to load are dependent upon the level of biosolids in the storage bin and the solids content of the biosolids that is, the lower the level of biosolids in the bin, the slower the truck will be loaded. As well the higher the solids content, the slower the biosolids flow through the openings. Payment will be made only for the volume of biosolids loaded and there will be no payment for waiting time. Occasionally, trucks will be loaded manually by City personnel when deemed necessary by the Contract Administrator.
- E2.16 Storage Pad Operation
- E2.16.1 General
- (a) The hauling of biosolids will involve the use of a paved storage pad located in the Rural Municipality of West St. Paul. Dewatered biosolids will be temporarily stored on the pad during short periods of time when Brady Road Landfill is inaccessible. The biosolids will be removed from the storage pad and hauled to Brady Road Landfill when it becomes accessible.
 - (b) The storage pad will be kept empty during the winter. The decision to haul the biosolids to or from the storage pad is the responsibility of the Contractor Administrator.
- E2.17 Operation
- (a) The hauling truck will deliver dewatered biosolids to the storage pad from the dewatering facility and dump the load onto the pad. Each load of biosolids will be dumped such that a separate pile is formed. The biosolids will not be disturbed until it is time to haul the biosolids to Brady Road Landfill. The biosolids will be loaded into trailers with a rubber wheeled front end loader. Once loaded the biosolids will be taken to the landfill for co-disposal.
 - (b) The trailers used for hauling from the pad can be the same trailers used for hauling from the Dewatering Facility or they can be end dump trailers with tarpaulin covers and hand locks on the tailgates.
 - (c) The Contractor will have to supply up to 4 tractors and trailers at certain times to clean out the storage pad in a reasonable time. The Contract Administrator will decide when extra trailers are required. These trailers must be on the job site within 24 hours of such a request.
 - (d) Upon completion of loading the stored biosolids and prior to leaving the storage pad, the front end loader shall be thoroughly cleaned of all biosolids by the use of portable pressure washing equipment.

E2.18 Co-Disposal of Biosolids

- E2.18.1 All biosolids that are to be co- disposed shall be hauled to Brady Road Landfill.
- E2.18.2 There is no storage facility available at the Brady Road Landfill for the Contractor supplied Backhoe. The Contractor should note that electricity may not be available so their equipment must be capable of operating under all weather conditions at Brady Road Landfill.
- E2.18.3 Biosolids hauled to Brady Road Landfill shall be hauled with the ejector type trailers only. All loads shall be conveyed along designated truck routes. Biosolids shall be dumped in a location as directed by landfill personnel. Landfill tipping fees will be paid directly by the City.
- E2.18.4 The Contractor shall supply a backhoe at the Landfill site whenever biosolids are being co-disposed. This backhoe will be used to co –dispose the biosolids as directed by landfill personnel.
- E2.18.5 The Contractor shall include the price for the co-disposal of Biosolids in the Price for hauling to Brady Road Landfill on Form “B” 2(a)(i) and 2(b)(i). The Price for the backhoe shall be included in the total tendered price for hauling to Brady Road Landfill.

E2.19 Clean-Up

E2.19.1 General

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

E3. COMPLETION OF WORK

- E3.1 The Contractor shall complete the work on a daily basis as required by the hauling schedule as directed by the Contract Administrator.