



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 733-2014

**WOOD WASTE GRINDING AT BRADY ROAD RESOURCE MANAGEMENT
FACILITY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WOOD WASTE GRINDING AT BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 24, 2015.

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 Contract Administrator or an authorized representative will be available at the Site from 13:00 to 15:00 on February 17, 2015 to provide Bidders access to the Site. The Bidder will not be allowed to view the site without the supervision of the Contract Administrator or an Authorized Representative.

B3.2 The Bidder is advised to notify the Contract Administrator as identified in D4.1 a minimum of 48 hours in advance that they will be attending the site meeting.

B3.3 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.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 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>

B6.2.2 The Bidder is responsible for ensuring that he/she 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.

B6.3 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.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form K: Detailed Equipment List;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B15.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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

- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

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

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total 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/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 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.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7;
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or and qualified Bidders will be adjusted by progressively deducting Item No. 4 Clean Diverted Construction Wood Waste Grinding from 4R Depot.
- B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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 Wood Waste Grinding at The Brady Road Resource Management Facility (BRRMF) for the period from March 15, 2015 until February 29, 2016, 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 Changes resulting from such negotiations shall become effective on March 1st 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 major components of the Work are as follows:

- (a) The grinding of Tree Wood Waste Materials "as required".
- (b) The grinding of Tree Wood Waste Materials "scheduled" every two (2) weeks for the period between April 1 and July 31.
- (c) The grinding of the brush materials "as required".
- (d) The Contract may include the grinding of Clean Diverted Construction and Demolition Wood Waste Materials as required depending on the completion of the 4R Winnipeg Depot.
- (e) Finished product to be free of contaminates and the placement to be determined by the Contract Administrator or User.
- (f) After each grind the Contractor must ensure the processing area and the area where placement of material is to be left in good order, and if necessary, re-grade or repair the pads to its original state. All costs associated with the up keeping of the pad are the responsibility of the Contractor.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

- (b) "**4R Winnipeg Depot**" means a place where residents can drop off material that they no longer have a use for, but could be recycled, reused, composted, or resold, is larger and accepts more materials than the existing recycling depots.;
- (c) "**BRRMF**" means Brady Road Resource Management Facility.;
- (d) "**Brush**" means leaves, grass clippings, and branches less than 100mm (4 inches) in diameter.;
- (e) "**Clean Diverted Construction and Demolition Wood Waste Material**" means any non-treated or painted wooden objects, wood waste product, diverted from the 4R Depot including, but not limited to pallets, lumber and other items that are made of raw and un-processed wood..
- (f) "**Contaminants**" means treated, painted wood and all materials other than wood products including, but not limited to metals, plastics, rubber, concrete, rocks, etc..
- (g) "**Elm**" means any of various deciduous trees having arching or curving branches and leaves with a saw-toothed edge. The American elm, once widely planted as a shade tree, has largely died off because of disease
- (h) "**Finished product**" means wood waste material that has been processed by grinding..
- (i) "**Tree Wood Waste Material**" means clean tree trunks, and tree branches stored in the designated Tree Waste Disposal area including, but not limited to Elm, Ash, Birch, Oak etc..

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kimsong Bun
Technologist 3
Telephone No. 204 986-6136

D4.2 Bids Submissions must be submitted to the address in B8.7.

D4.3 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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 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, 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;
 - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) All risk property insurance for Contractor's equipment used for or in connection with the work.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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.
- D9.4 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.

- D9.5 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.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LOCATION

- D11.1 The Brady Road Resource Management Facility (BRRMF) is located at 1901 Brady Road, south of the Perimeter Highway, 4 kilometers west of Pembina Highway.

D12. MOBILIZATION AND DEMOBILIZATION

- D12.1 The Contractors mobilization and demobilization costs shall be included in the unit prices listed in the Bid Opportunity. There shall be no additional payments for the mobilization and demobilization when currently stationed at The BRRMF.

D13. HOURS OF OPERATION

- D13.1 The BRRMF is open every day except for January 1st (New Year's Day), November 11th (Remembrance Day), and December 25th (Christmas Day). The hours of operation for The BRRMF are listed on the City of Winnipeg Website:
<http://winnipeg.ca/waterandwaste/garbage/brady/hours.stm>

- D13.2 All work required is to be done during BRRMF hours of operation. Any work done outside of these hours will be at the discretion of the Contract Administrator or User.

- D13.3 No premium will be paid for overtime, holidays, and weekends.

D14. ENVIRONMENTAL CLEANUP

- D14.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of Hazardous Substances from the equipment or containers that the Contractor supplies for the operation of this contract.
- D14.2 The Contractor is responsible to notify the BRRMF Foreman immediately of any spillage or leakage of Hazardous Substances.
- D14.3 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage at a request from the Contract Administrator pursuant to this D6.4 whichever is sooner.
- D14.4 In the event that the Contractor does not comply with D6.1, D6.2 and D6.3, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move, or otherwise

remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

D15. EQUIPMENT

D15.1 The Contractor shall supply equipment meeting the following specifications:

- (a) Excavator:
 - (i) Thumb attachment or equivalent in accordance with B6.1.
 - (ii) Must have minimum specifications comparable to that of a CAT 320 Excavator.
 - (iii) Must be equipped with wheels or tracks that will not damage the Compost Pad.
- (b) Loader:
 - (i) Minimum 4 yard bucket or equivalent in accordance with B6.1.
 - (ii) Must have minimum specifications comparable to that of a John Deere 644.
 - (iii) Can be equipped with Scrap Handling Bucket.
- (c) Tree Wood Waste Grinder:
 - (i) Must be a horizontal grinder.
 - (ii) Capable of grinding material at a minimum 25 cubic meters per hour
 - (iii) Must be capable of processing Tree Wood Waste material up to nine hundred (900) mm in diameter. If the Tree Wood waste material is too large for the equipment to process then the Contractor is responsible to break it down to smaller pieces for it to be processed at the Contractors cost.
 - (iv) Must be capable of processing Tree Wood Waste materials to three (3) particle sizes with quantities to be determined by the Contract Administrator.
 - (i) Seventy five (75) to one hundred (100) mm.
 - (ii) Fifty (50) mm.
 - (iii) Twenty five (25) mm.
 - (v) Must be equipped with a magnetic device capable of separating miscellaneous metal contaminants from the processed material prior to stockpiling.
 - (vi) Must be mobile and equipped with wheels or tracks that will not damage the Compost Pad.
- (d) Brush Grinder:
 - (i) Capable of grinding material at a minimum 100 cubic metres per hour.
 - (ii) Must be capable of grinding material up to three hundred (300) mm in diameter.
 - (iii) Be equipped with a magnetic device capable of separating miscellaneous metal contaminants from the processed material prior to stockpiling.
 - (iv) Must be mobile and equipped with wheels or tracks that will not damage the Compost Pad.
- (e) Clean Diverted Construction and Demolition Waste Grinder:
 - (i) Capable of grinding material at a minimum 100 cubic metres per hour.
 - (ii) Must be capable of grinding material up to three hundred (300) mm in diameter.
 - (iii) Be equipped with a magnetic device capable of separating miscellaneous metal contaminants from the processed material prior to stockpiling.
 - (iv) Must be mobile and equipped with wheels or tracks that will not damage the Compost Pad.

D15.2 The Contractor shall be responsible for all costs associated with the equipment.

- (a) Supplies, qualified operators, fuel, oil, lubricant and maintenance, overtime and holidays, travel time to and from the site, insurance, repairs needed to equipment including flat tires and other costs incidental to performing the work in accordance with these specifications.

D15.3 Replacement equipment, in the event of equipment break down requiring repair or being unavailable for regular work the Contractor shall ensure replacement equipment is acceptable to the Contract Administrator or an Authorized Representative is delivered to the site and is in use within two (2) week. All costs associated therewith to be borne by the Contractor.

D16. EQUIPMENT LIST

D16.1 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.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City two thousand dollars (\$2,000) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D17.2 The amount specified for liquidated damages in D17.1 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.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 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).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D19.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

D20. SAFETY

D20.1 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.

D20.2 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.

D20.3 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; smoking is not allowed on site.

- (g) all Contractor staff shall attend a site specific safety orientation prior to any work on the site.

D21. INSPECTION

- D21.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D21.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D22. ORDERS

- D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D23. RECORDS

- D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D23.2 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.
- D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D24. INVOICES

- D24.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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

- D24.2 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 work performed;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D24.4 Bids Submissions must be submitted to the address in B8.7.

D25. METHOD OF MEASUREMENT

D25.1 The Finished Product processed by the Contractor shall be stockpiled within the landfill at the discretion of the Contract Administrator or his designate. The Volume of the processed material will be determined by using GPS survey data collection within 7-14 Calendar Days after completion. Completion will be determined once all material has been processed and the Contractor has notified the Contract Administrator. The City shall be responsible for the quantity survey. The Contractor shall have full access to all data and calculations used to determine the payment quantity upon request.

D26. PAYMENT

D26.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D26.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C12, Warranty shall not apply to this contract.

FORM K: EQUIPMENT
(See B8)

WOOD WASTE GRINDING AT 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 B8)

WOOD WASTE GRINDING AT 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

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-04008- D0003-001	Brady Road Resource Management Facility: Wood Processing Area

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

E2.1 The Contractor shall Grind the Wood Waste Materials at BRRMF in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Tree Wood Waste Grinding (as required) shall be as required by the Contract Administrator. The stockpile material is to be processed in accordance with E3 and E5.1. The Contract Administrator shall notify the Contractor fifteen (15) business days prior to commence work.

E2.3 Item No. 2 – Tree Wood Waste Grinding (scheduled every two weeks) shall be scheduled every two (2) weeks by the Contract Administrator for the period between April 1 and July 31. The stockpile material is to be processed in accordance with E3 and E5.1. The Contract Administrator shall notify the Contractor fifteen (15) business days prior to commence work.

E2.4 Item No. 3 – Brush Grinding shall be as required by the Contract Administrator. The stockpile material is to be processed in accordance with E3 and E5.2. The Contract Administrator shall notify the Contractor fifteen (15) business days prior to commence work.

E2.5 Item No. 4 – Clean Diverted Construction and Demolition Wood Waste Grinding shall be determined by the completion of the 4R Winnipeg Depot. The material to be processed will be transported by the City to the location as shown on the map. The material is to be processed in accordance with E3 and E5.3. The Contract Administrator shall notify the Contractor fifteen (15) business days prior to commence.

E3. CONTAMINANTS

E3.1 Although the drop off areas for The Wood Waste materials are monitored by City Staff, it is anticipated that contaminates can still be expected in these stockpiles. Inspection and removal of contaminants from the material to be ground will be there responsibility of the Contractor.

E3.2 The City is not responsible for any damages to the Contractor's equipment that may result due to contaminants.

E3.3 Any contaminants found in the Tree Wood Waste, Leaf and Yard Waste, and Construction and Demolition stock piles shall be set aside by the Contractor in appropriate piles for later disposal by the City.

E4. DEBRIS, NOISE AND ODOUR CONTROL

- E4.1 Throughout the grinding operation, the Contractor shall not produce a significant amount of dust, which, on windy days, can blow across Charette Road, creating a hazardous and unsafe situation (poor visibility for landfill customers). On those days, when in the opinion of the Contract Administrator, the dust creates unsafe work conditions, the Contractor shall be required to alter their operation in order to prevent the dust from blowing. If this is not practical or effective, the Contractor Administrator or his designate will order the grinding operation to be discontinued until conditions permit a dust free operation to resume.
- E4.2 The Contract Administrator reserves the right to stop operation due to any debris, noise and odour issues with regards to the grinding and/or material.

E5. FINISHED PRODUCT

- E5.1 The Finished Ground up Tree Wood Waste Materials shall be:
- (a) Processed to three (3) particle sizes of seventy five (75) to one hundred (100) mm, fifty (50) mm, and twenty five (25) mm with quantities to be determined by the Contract Administrator.
 - (b) Free of any contaminated materials.
 - (c) Placement on the compost pad determined by the Contract Administrator or User.
 - (d) Placed at least thirty (30) metres from structures, including on-site structures;
 - (e) Placed in windrows measuring three (3.0) metres in height, sixteen (16.0) metres in width, fifty (50.0) metres in length and a separation of 7.0metres in-between Windrows at the location determined by the Contract Administrator or User.
- E5.2 The Finished Brush Material shall be:
- (a) Processed to particle sizes no larger than one hundred (100) mm in accordance to the BRRMF Composting manual to be used as a bulking agent for composting.
 - (b) Free of any contaminated materials
 - (c) Placement to the compost pad determined by the Contract Administrator or User.
 - (d) Placed at least thirty (30) metres from structures, including on-site structures;
 - (e) Placed in windrows measuring three (3.0) metres in height, sixteen (16.0) metres in width, fifty (50.0) metres in length and a separation of 7.0metres in-between Windrows at the location determined by the Contract Administrator or an Authorized Representative.
- E5.3 The Clean Diverted Construction and Demolition material shall be:
- (a) Processed to particle sizes no larger than one hundred (100) mm in accordance to the BRRMF Composting manual to be used as a bulking agent for composting.
 - (b) Free of any contaminated materials
 - (c) Placement to the compost pad determined by the Contract Administrator or an Authorized Representative.
 - (d) Placed at least thirty (30) metres from structures, including on-site structures;
 - (e) Placed in windrows measuring three (3.0) metres in height, sixteen (16.0) metres in width, fifty (50.0) metres in length and a separation of 7.0metres in-between Windrows at the location determined by the Contract Administrator or User.

E6. SCHEDULE

- E6.1 Tree Wood Waste Grinding

- (a) The Contractor must respond to callouts and have equipment set up and onsite within three (3) weeks after notification. The Contractor is responsible to grind up all the stock piled Tree Wood Waste materials.
- (b) The Contractor must grind Tree Wood Waste Materials every two (2) weeks for the period between April 1 and July 31. A Schedule must be provided to the Contract Administrator before commencement of contract.

E6.2 Brush Grinding

- (a) The Contractor must respond to callout and have equipment set up and onsite within three (3) weeks after notification. The Contractor is responsible to grind up all the Brush stock piled material.
- (b) The Brush grinding will be scheduled once a month or as required.

E6.3 Clean Diverted Construction and Demolition material

- (a) The Contractor must respond to callout and have equipment set up and onsite within three (3) weeks after notification. The Contractor is responsible to grind up all the Clean Diverted Construction and Demolition stock piled material.
- (b) Incoming volumes for Construction and Demolition material is unknown. With the completion of the 4R Depot and the diversion of Clean Construction and Demolition wood waste material, it is estimated that grinding of this material may be scheduled for every two (2) weeks and will be as required.

E7. FACILITIES

- E7.1 The Contractor's staff will be required to supply their own portable toilet. Access to the onsite Administration Building is strictly for City Staff only.

E8. SCAVENGING

- E8.1 Brady Road Resource Management Facility has a strict No Scavenging policy. The Contractor shall be responsible for any employees to ensure that scavenging does not take place. In the event that a Contractor or Contractors staff are caught scavenging, a minimum twenty thousand (\$20,000) dollar charge will be applied at the discretion of the Contract Administrator. Further, at the Contract Administrator's discretion, scavenging may constitute grounds resulting in the immediate removal of the Contractor's staff and/or termination of the contract.

E9. ACTS AND REGULATIONS

- E9.1 The Contractor shall follow The Forest Health Protection Act and The Forest Health Regulation. Any Offences and Penalties from not following the Acts and Regulations will be the Contractors responsibility.