



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 595-2018**

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

**Note to Bidders: Please be aware of revisions to B14.4**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	5
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	7
B14. Opening of Bids and Release of Information	8
B15. Irrevocable Bid	8
B16. Withdrawal of Bids	8
B17. Evaluation of Bids	9
B18. Award of Contract	9

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	3

#### Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3
D10. Performance Security	4
D11. Subcontracting	4
D12. Equipment List	5
D13. Fuelling Depot	5

#### Schedule of Work

D14. Commencement	5
D15. Liquidated Damages	5
Table 1: Description of Liquidated Damages	6

#### Control of Work

D16. Performance Update Meetings	6
D17. Reporting Requirements	7
D18. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
D19. Safety	7

**Measurement and Payment**

D20. Invoices	8
D21. Payment	8
D22. Payment Schedule	9

**Warranty**

D23. Warranty	9
Form H2: Irrevocable Standby Letter of Credit	12
Form J: Subcontractor List	14
Form K: Equipment	15

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Hours of Work	1
E3. Environmental Protection	1
E4. Contractor Operator's Competance and Performance	2
E5. Key Personnel	3
E6. Facilities	3
E7. Equipment	5
E8. Maintenance and Repairs	6
E9. Wear and Tear	6
E10. Type of Equipment	6
E11. Method of Operation	8
E12. Cover and Cover Material	9

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

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

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 19, 2018.

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

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

### **B3. SITE INVESTIGATION**

B3.1 The Brady Road Resource Management Facility is located approximately one (1) kilometre south of the Perimeter Highway on Brady Road in the south part of the City of Winnipeg and is 890 hectares (220 acres) in size.

B3.2 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site from 9:30 am to 11:30 am on September 12, 2018 to provide Bidders access to the Site.

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

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.5 The Bidder is responsible for determining:

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

### **B4. ENQUIRIES**

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

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

- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. 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.
- B6.3 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>
- B6.4 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.
- B6.5 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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 B17.

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.

## **B8. BID SUBMISSION**

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

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.

B8.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.5 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

B8.5.1 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.

B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.8 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 B17.1(a)

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 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/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;
- (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.

B9.4.2 All signatures shall be original.

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 Unit Price stated on Form "B" Prices shall be inclusive of the following:

- (a) Qualified operators (in accordance with E3);
- (b) Fuel, oil, lubrication, and all maintenance;
- (c) Any and all overtime and holidays;
- (d) Any and all travel time;
- (e) Any and all attachments;
- (f) All insurance and all other costs;
- (g) All other costs incidental to getting the work performed in accordance with this Contract.

B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Hugh Munro Construction Ltd.
  - (i) Contractor for current heavy equipment contract at BRRMF
- (b) Manitoba Heavy Construction Association
  - (i) Current equipment rates

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;

- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B13. QUALIFICATION**

### **B13.1 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.
- (d) reference information (two current names with telephone numbers) to attest to the history and experience of the Proponent in providing heavy equipment services of similar complexity, scope and value.

### **B13.2 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>

### **B13.3 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); and
- (d)

### **B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) 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
  - (ii) 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
- (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/>).

B13.5 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.

B13.6 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.

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bid Submissions will not be opened publicly.

B14.2 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/>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.

B16.2 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 B15.2 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.

## **B17. EVALUATION OF BIDS**

B17.1 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 B13(pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(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.

B17.5 This Contract will be awarded as a whole.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17 .

- B18.3.1 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.
- B18.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of equipment services for the Brady Road Resource Management Facility for the period July 1, 2019 to June 30, 2024 with the option of two (2) mutually agreed upon one (1) year extensions.

D2.2 The City may negotiate the extension option with the Contractor within eighteen (18) months prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.3 The City is committed to providing a working environment where the individual differences of all employees, suppliers, citizens, and agents are valued and respected. All employees, suppliers, citizens, and agents of the City are entitled to be treated fairly and with dignity, free from harassment or discrimination. A respectful workplace is one that values diversity and inclusion, dignity of the person, courteous conduct, mutual respect, fairness and equality, positive communication between people and collaborative working relationships. The Contractor is required to demonstrate this commitment to respectful workplace with the City consistent with the terms and conditions of this Contract.

D2.3.1 The following shall apply to the Work:

(a) City of Winnipeg Employee Code of Conduct

[http://citynet/hrintra/EmpServ/EmpCode/EmpCode\\_main.stm](http://citynet/hrintra/EmpServ/EmpCode/EmpCode_main.stm)

(b) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>

(c) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D2.4 The major components of the Work are as follows:

(a) Pushing, levelling and compacting solid waste;

(b) Excavating, transporting, and spreading of material;

(c) Road maintenance, including grading, ditching, and dust control;

(d) Compost operations assistance (constructing, turning, and watering windrows);

(e) Snow clearing; and,

(f) Fighting fires that occur at the Site.

D2.5 The Work shall be conducted and completed in accordance with the following:

(a) Environment Act License No. 3081R

(b) All applicable Regulations and By-Laws (e.g. Storage and Handling of Petroleum Products and Allied Products Regulation, M.R. 188/2001, Waste Management Facility Regulation, M.R. 37/2016)

D2.6 When working at the BRRMF there is a potential to be exposed to toxic gases; primarily the gases of concern are methane and hydrogen sulfide. In some cases the Contractor may be required to trench into the landfill which may exposing them to these gases. All Contractor

employees are required to wear calibrated personal gas detectors that detect methane, hydrogen sulfide, oxygen, and carbon monoxide that allow the employee a safe and reliable way to determine if they are potentially being exposed to these gases.

### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) **"Equipment"** means crawler tractors, crawler tractors with scrapers, track hoes, rock trucks, graders, water trucks, and all attachments and associated equipment;
- (b) **"BRRMF"** means Brady Road Resource Management Facility;
- (c) **"Average Thickness of Daily Cover Application"** means the average thickness of daily cover, based on 1 measurement per every 10 m<sup>2</sup> of application area, as measured by the Contract Administrator;
- (d) **"Equipment Breakdown"** means a situation where the equipment cannot perform or complete the requested task due to an abnormal failure (e.g., tire blowouts, mechanical or electronics failure) that results in a delay of greater than 4 hours ;

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Ash Raichura  
Project Coordinator  
Telephone No. 204-986-2962  
Email Address: ARaichura@winnipeg.ca

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

### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 The Contractor's Supervisor shall have successfully completed the Landfill Operations Basics Course provided by the Solid Waste Association of North America within 6 months of the Contract being awarded. If a replacement Contract Supervisor is required, the Contractor will be extended the opportunity for the replacement Contract Supervisor to become LOB certified at the next available training session offered in Winnipeg.

D5.3 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.

D5.3.1 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.

## **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 five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work; The certificate of insurance to as well include evidence of forest, firefighting insurances in the amount of at least \$1,000,000.00
  - (b) Automobile Liability Insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;
  - (c) contractor equipment;
  - (d) the certificate of insurance is to include evidence of operations as detailed in the Bid Opportunity.
- 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 the date specified in C4.1 for the return of the executed 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.

## **D10. PERFORMANCE SECURITY**

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the Warranty Period of the Contract in the form of:
- (a) Performance bonds of a company registered to conduct the business of a surety in Manitoba, in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the Total Bid Price, and subsequent performance bonds ("Renewal Performance Security"). Each such renewal performance security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract. In addition to the performance bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
  - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Bid Price of the Contract; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Bid Price of the Contract.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 If the bid security provided in this Bid Submission was not a certified cheque or draft pursuant to D14.1(c), the Contractor shall provide the City Solicitor with the required Performance Security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D10.3 Further to D14.1(a), the renewal of the performance security shall be provided to the City no later than sixty (60) Calendar Days prior to the expiry of the current performance security.

## **D11. SUBCONTRACTING**

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D11.2 The Contractor shall not, without the prior approval in writing of the Contract Administrator, make a subcontract for the execution of any portion of the Work, except for Subcontractors included in the Contractor's Bid. Any such approval or denial of approval, as the case may be, by the Contract Administrator shall not relieve the Contractor of any liability or obligation under this Contract.
- D11.3 Under no circumstances shall the percentage of Work that is subcontracted exceed fifty (50%) percent of the total amount of Work.
- D11.4 The Contractor, with respect to Subcontractors and with respect to Work to be performed under subcontract, shall:

- (a) enter into contracts or written agreements with its Subcontractors to require them to comply with, and to perform their work in complete conformance with and subject to, the terms and conditions of the Contract; and
- (b) be as fully responsible to the City for acts, omissions or defaults of any Subcontractors and of persons directly or indirectly employed or engaged by them as if they were the acts, omissions or defaults of the Contractor.

## **D12. EQUIPMENT LIST**

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a preconstruction meeting, or at least six (6) months prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

## **D13. FUELLING DEPOT**

D13.1 The Contractor shall provide a detailed plan showing the location and design of the field fuelling depot, as described in E6.3

D13.2 The field fuelling depot shall be used exclusively for fueling the Contractor's construction equipment. The Contractor must maintain apparatus at the Fuelling Depot for cleanup of fuel spills.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 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.

D14.2 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.
  - (iv) the Performance Security specified in D10.
  - (v) the Subcontractor List specified in D11.
  - (vi) the Equipment List specified in D12.
  - (vii) the field fuelling depot plan specified in D13
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14.3 The Contractor shall not commence the Work on the Site before July 1, 2019.

### **D15. LIQUIDATED DAMAGES**

D15.1 If the Contractor fails to perform the Work in accordance with this Contract or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with the Contract.

D15.2 If the Contractor fails to provide the required equipment and qualified operator in accordance with E2.2, the Contractor shall be liable for and shall pay to the City liquidated damages

calculated in accordance with Table 1, Reference 1, in addition to any other fees related to E7.6.

D15.3 Notwithstanding E7.4, if the Contractor's equipment supplied under this Contract breaks down, requires repair or is unavailable for regular work, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 2.

**TABLE 1: DESCRIPTION OF LIQUIDATED DAMAGES**

Reference Number	Description	Liquidated Damages
1	Failure to provide required equipment & operator within 24 hours.	\$ 3,000 per day
2	Equipment Breakdown.	\$ 750 per occurrence

D15.4 Liquidated damages specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable genuine pre-estimate of the City's loss and damage in each such case, and are not a penalty.

D15.5 Liquidated damages specified in the Contract are not an exclusive remedy, and the City's right to liquidated damages shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

D15.6 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.

D15.7 Liquidated damages payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of liquidated damages, then the difference shall be a debt due and payable by the Contractor to the City.

**CONTROL OF WORK**

**D16. PERFORMANCE UPDATE MEETINGS**

D16.1 Regular performance update 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 Work production/efficiency and the need to make any revisions to Work production/efficiency. The performance of the Work will be reviewed at each of these meetings.

D16.2 The Contract Administrator reserves the right to cancel any performance update meeting or call additional performance update meetings whenever he/she deems it necessary.

## **D17. REPORTING REQUIREMENTS**

- D17.1 The Contractor shall document equipment hours using an Operator Time Card. The Contractor shall submit the Operator Time Card at the end of each working day.
- D17.2 Each Operator Time Card must be submitted, reviewed, and approved by the Contractor Supervisor on a **daily basis**.
- D17.3 On a monthly basis, the Contractor will be required to electronically submit a report that includes the following information:
- (a) Daily records of odometer and hour meters from each piece of equipment.
  - (b) Daily records of volumes of all materials moved on site, including mapping of loading and placement locations. City will provide current aerial imagery for Contractor mapping.
  - (c) Daily records of daily cover related activities, including area of daily cover application, material type and volume utilized, and source of daily cover material.
  - (d) Reports for any incidents that have occurred during the month (in addition to immediate reporting).
  - (e) Documentation of monthly safety training.
  - (f) Supporting photographs documenting work activities for the month.
  - (g) Other items as may be requested by the City.

## **D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D18.1 Further to B13.4, 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 B13.4.

## **D19. SAFETY**

- D19.1 The Contractor shall be responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D19.2 The Contractor shall be responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D19.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;
  - (g) there is no smoking outside of designated areas, in accordance with the City's Smoke Free Environment Protocol and Site Safe Work Procedures;
  - (h) there is no non-emergency cell phone use while working, in accordance with the Site Safe Work Procedures;
  - (i) equipment is sterilized before operating equipment the leaf and yard waste compost area;

- (j) all Contractor staff adhere to the Site safe work procedures (SWPs), as provided at the contract initiation meeting and as updated from time to time.

## MEASUREMENT AND PAYMENT

### D20. INVOICES

- D20.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed 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](mailto:CityWpgAP@winnipeg.ca)

- D20.2 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.

- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

- D20.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

### D21. PAYMENT

- D21.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

- D21.2 Payment shall be in accordance with the following payment schedule:

#### HOURLY WORK

- D21.2.1 Payments to the Contractor will be made following the end of each month based on a certificate prepared by the Contractor, indicating each payment item in the Form "B" Prices in accordance with the Specifications during the referenced monthly period. The Contractor shall include a summary of daily work tickets signed by the Landfill Foreman to verify the hours worked by equipment during that month with the certificate.

- D21.2.2 The Contract Administrator shall review the certificate and work ticket summary and payment shall be made in Canadian Funds within thirty (30) days if accepted. Hours relating to Work not assigned or not performed to the satisfaction of the Contract Administrator or his designate shall be deducted from the total hours submitted for the month and no payment shall be received on said deducted hours.

#### VOLUME WORK

- D21.2.3 Payments to the Contractor will be made following the end of each month based on the difference between the pre and post excavation volume surveys conducted by the Contract

Administrator or designate based on the cubic metre rate indicated in the Form "B" Prices and in accordance with the Specifications during the referenced monthly period.

D21.2.4 The Contract Administrator shall review the volumes excavated and payment shall be made in Canadian Funds within thirty (30) days if accepted. Volumes not approved for excavation/removal or volumes excavated but not placed where required or levelled to the satisfaction of the Contract Administrator or his designate shall be deducted from the total volume excavated for the month and no payment shall be received on said deducted volumes.

**D21.3 ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

D21.4 The unit prices specified on Form B: Prices will be adjusted on the first contract anniversary date and subsequent annual anniversary dates based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 30% change in Index "B", plus 20% change in Index "C".

D21.5 Indices "A", "B", and "C" are as follows:

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

D21.6 Indices "A" and "C" will be those prepared by Statistics Canada. Index "B" (see D21.5(b)) will be prepared by Manitoba Infrastructure and Transportation. As some of the indices are not available from Statistics Canada and Manitoba Infrastructure and Transportation until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D21.7 The unit prices specified on Form B: Prices will be adjusted to the first day of the Contract, using base line data in October 2018 from the three Price Indices identified in D21.5. An adjustment will only be made if there is a net increase in the three indices. In the event of a decrease, the unit prices will remain the same.

D21.8 The maximum annual price adjustment shall not exceed five percent (5%) on an annual basis.

**D22. PAYMENT SCHEDULE**

D22.1 Further to C11 and D21.2, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D23. WARRANTY**

D23.1 Notwithstanding C12, Warranty does not apply to this Contract.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 595-2018

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

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 595-2018

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

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding  
in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



**FORM K: EQUIPMENT**  
(See D12)

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

<p>1. Category/type: Crawler Tractor with Blade</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: Crawler Tractor with Blade and Ripper</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: Water Truck</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>4. Category/type: Material Moving Equipment</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.

Drawing No.      Drawing Name/Title

1                      Brady Road Resource Management Facility – Site Layout Plan

E1.2 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. HOURS OF WORK**

E2.1 The hours of operation for the Brady Road Resource Management Facility area available on the City's website at [www.winnipeg.ca](http://www.winnipeg.ca).

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

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

#### **E3. ENVIRONMENTAL PROTECTION**

E3.1 The Contractor will be solely responsible for the protection of the environment at the Site through compliance with the rules, regulations and practices required by all applicable legislation and requirements of all authorities having jurisdiction. The Contractor indemnifies and holds the City harmless from any and all liability which the City may incur or have related to the Contractor's failure to comply with all such rules, regulations, practices and requirements.

E3.2 The Contractor must comply with all relevant statutes, by-laws, regulations and directions of all applicable authorities and jurisdictions in connection with the environment and the transport or use of hazardous or dangerous materials and substances. In addition to any environmental specifications expressly included elsewhere in the Contract, the Contractor must also comply strictly with all environmental specifications, regulations, publications and policies of the City with regard to protection of the environment, whether or not they are bound with or referred to elsewhere in the Contract, except to the extent where they are in conflict with this Contract or any permits and approvals provided by the regulatory authorities, in which case the most stringent and safest requirements and standards will prevail.

E3.3 Compliance by the Contractor with any rules, directions or requirements of the Contract or the City in connection with health, safety and the environment will not relieve the Contractor from its sole responsibility and liability to perform the Work and complete the Contract without causing injury or damage to health and to perform the Work in a safe manner.

E3.4 The Contractor shall protect landfill gas extraction wells and related infrastructure from damage. The landfill gas system is operated and maintained by other Contractors, but the Contractor shall be responsible for the cost of repairing any damage to the landfill gas system caused by the Contractor.

#### **E4. CONTRACTOR OPERATOR'S COMPETANCE AND PERFORMANCE**

- E4.1 The Contractor operators must conform to all safety regulations within the BRRMF, and will attend safety meetings as determined by the Contract Administrator. This shall include any additional medicals required or training.
- E4.2 No smoking on site. The Contractor must adhere to the City's **Smoke Free Work Environment** Protocols at all times.
- E4.3 No cell phone use on site (except in designated area). The Contractor must adhere to the Site Safe Work Procedure for **Cell Phone Use** at all times.
- E4.4 The Contractor shall not employ on the Site, any unfit person/operator or anyone not skilled in the work assigned to that person. Where, in the opinion of the Contract Administrator, an operator is unqualified, is operating in an unsafe manner, and/or is not accomplishing a satisfactory amount of work, the operator may be dismissed (immediately if necessary) and the Contractor so advised. The Contractor shall be solely liable for any costs, expenses and damages resulting from such dismissal.
- E4.5 The Contractor shall take all precautions necessary to ensure harmonious working relations exist at all times during performance of the Work and shall avoid conflict or interference with other labour forces on or near the Site or in any way connected with the Work.
- E4.6 All operators operating equipment for the City, under this Contract, are required to complete work tickets supplied by the City, at the end of each work shift and when work is completed or otherwise terminated. Tickets must be completed so as to indicate date, location of work, Contractor's name, equipment number, description of equipment, start and finish time using the 24-hour clock, operating and equipment hours, operator's signature, and operator's name printed if signature is not clearly legible. These tickets are to be signed by the landfill foreman or his designate and are to be distributed as indicated on the bottom left of the ticket **at the end of each working day**.
- E4.7 Failure to properly complete the above mentioned work tickets will result in possible delay or result in no payment for the shift involved until such time as the ticket is corrected and resubmitted.
- E4.8 The Contract Administrator will monitor the progress of the landfill operation and provide field survey work, where the Contract Administrator deems necessary. He/she will be the sole authority to determine if the Contractor is required to rework any face. The Contractor will not be paid for work that is considered to be inferior.
- E4.9 The Contractor shall protect landfill gas extraction wells and related infrastructure from damage. The landfill gas system is operated and maintained by Other Contractors, but the Contractor shall be responsible for the cost of repairing any damage to the landfill gas system caused by the Contractor.
- E4.10 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for acceptance, a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:
- (a) the recruitment and training of replacement workers;
  - (b) the timeline for retaining and/or restoring the Work;
  - (c) the communications plan to address media inquiries regarding the progress of labour negotiations;
  - (d) a strategy with respect to access to and egress from the Contractor's facilities and the Site;
  - (e) resources to monitor and record picket activity and security of facilities;
  - (f) the requirements of the Contract; and

(g) any other information requested by the Contract Administrator.

E4.10.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided, however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.

E4.10.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E4.10.3 The Contractor shall perform and complete the Work, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.

E4.10.4 The Contractor shall note that:

- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
- (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.
- (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

## **E5. KEY PERSONNEL**

E5.1 Unless the Contractor's Supervisor (see D5) is named in the Contractor's Bid, the Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Supervisor. If consent is withheld or subsequently revoked, or if the appointed person fails to act as the Contractor's Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

(a) The Contractor's Supervisor shall be responsible for overall management of the Work.

E5.2 The Contractor shall give the Contractor's Supervisor all authority necessary to act on the Contractor's behalf under the Contract.

E5.3 The Contractor shall not, without the prior consent of the Contract Administrator:

- (a) revoke the appointment of the Contractor's Supervisor or appoint a replacement;
- (b) change the responsibility(ies) and reporting relationship(s) of the Contractor's Supervisor.

E5.4 The Contractor's Supervisor shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as required in the Contract. In addition, the Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as directed, from time to time, by the Contract Administrator.

E5.5 The whole (100%) time of Contractor's Supervisor, individually and respectively, shall be given to supervision of the performance of the Contract. If the Contractor's Supervisor is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the City's prior consent, and the Contract Administrator shall be notified accordingly.

E5.6 The Contractor's Supervisor shall respond to inquiries from the City's Site foremen within two (2) hours of a request for information.

## **E6. FACILITIES**

E6.1 The Contractor shall establish their own facilities, including equipment maintenance, lunch, washroom, and parking within the designated Contractor Facility Area on Site (see Drawing 1)

subject to the review and written acceptance of the Contract Administrator. The Contractor is further advised that an existing on-site building is not available for use by the Contractor to shelter equipment for maintenance and/or storage. It is also noted that the BRRMF is not connected to the City's water distribution or wastewater collection systems. Establishing facilities shall include, but not be limited to, these principle items:

- (a) The Contractor shall obtain required permits;
- (b) The Contractor shall install temporary power, wiring, and lighting facilities (as required);
  - (i) Contractor power requirements in addition to that provided for as part of this Contract shall be the responsibility of the Contractor. The Contractor shall make arrangements for obtaining (temporary) electrical power service, metering equipment, and pay all costs for the electric power used during the Work period.
- (c) The Contractor shall install and provide onsite communication facilities;
- (d) The Contractor shall provide onsite sanitary facilities and potable water facilities as specified and as required by governing agencies; and,
- (e) The Contractor shall provide temporary measures for affected existing building entrances, including ramps, signage, and (vehicle) approaches.

E6.2 Contractor will be responsible for the security and maintenance of their facilities.

E6.3 The Contractor will be responsible for providing their own storage facilities for all equipment and related fuel and lubricants. The Contractor will be responsible to ensure that the storage facilities meet all applicable regulations, and obtain all required permits and licenses (e.g. Storage and Handling of Petroleum Products and Allied Products Regulation, M.R. 188/2001).

E6.3.1 A detailed plan must be provided by the Contractor showing the location and design of his field fuelling depot (see D13), which will be subject to the review and written acceptance by the Contract Administrator.

E6.4 The Contractor will not be given keys for the existing facilities and will organize access with the Contract Administrator. The Contractor's main access to the Contractor Facility Area will be off Brady Road.

E6.5 The Contractor shall maintain the Contractor Facility Area in a clean and orderly condition. The Contractor shall control dust within the Contractor Facility Area at all times.

E6.6 The Contractor shall be responsible to maintain all vehicular surfaces (roadways & parking pads) within the Contractor Facility Area and along the Contractor Access Road, including snow clearing.

E6.7 Upon completion of the Contract, the Contractor shall leave the non-temporary Facilities installed within the Contractor Facility Area in condition suitable for future use by the City.

E6.8 Measurement: The lump sum payment for Facilities shall be full payment for the Work necessary for equipment, Contractor field office(s), Project set-up/breakdown mobilization and demobilization, to and from the job site during the course of the Work, all activities and associated costs for transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site, removal of supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract and all else required to complete the work as specified and/or as shown on the drawings. The total of this item shall not exceed 5 percent of the Total Contract Price.

E6.9 Payment: 80 percent of Facilities shall be paid upon the Contractor's occupation of the functional Facilities. 20 percent of Facilities shall be paid upon final demobilization.

## **E7. EQUIPMENT**

- E7.1 The Contractor shall provide all Equipment sufficient to perform and complete each day's Work on time and on a consistent basis.
- E7.2 The Contractor shall ensure that all equipment used for the Work will be kept in a state of good operating order and repair. The Contractor will conduct a regular preventative maintenance program for all equipment used for the Work and will ensure that all equipment used for the Work is maintained at all times during the Contract as a prudent Contractor would do. The Contractor shall record equipment down-time (e.g. nature of problem and duration of down-time) and maintenance completed, and report this information to the City as requested.
- E7.3 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.
- Furthermore, prior to the award of the Contract, the Bidder may be required to arrange to have the equipment inspected by a third party (third party to be identified by the Contract Administrator at the time of award) to verify that it is in good operating condition and meets the requirements of the specifications.
- E7.4 If the Contractor brings on to the Site any equipment that, in the opinion of the Contract Administrator, is inadequate, underpowered, poorly maintained, or otherwise unsuitable for the Work or conditions at the Site, the Contractor shall immediately remove such equipment from the Site and, without additional compensation, replace it with equipment that is acceptable to the Contract Administrator. The Contract Administrator will take into account equipment down-time in evaluating its suitability to perform the Work.
- E7.5 Should a piece of equipment break down, the Contractor shall notify the City within one (1) hour. Replacement equipment, in the event of equipment supplied under this Contract breaking down, requiring repair or being unavailable for regular work the Contractor shall ensure replacement equipment acceptable to the Contract Administrator or designate is delivered to the site and in use within twenty four (24) hours. All costs associated therewith to be borne by the Contractor.
- E7.5.1 The Contractor shall maintain Second Duty equipment to serve as replacement equipment, should a piece of equipment break down. The Second Duty equipment shall be identified and available for review on Form K: Equipment List that is presented with their bid submission.
- E7.6 Should the Contractor be unable, refuse, or otherwise not make available replacement equipment in the event the Contractor's equipment is not functioning properly or is inoperative, the City may, at the discretion of the Contract Administrator, provide replacement equipment and charge the cost of the replacement equipment to the Contractor. The Contract Administrator shall advise the Contractor in writing of his/her intention to provide replacement equipment. Where practical, a minimum of four (4) hours prior to the replacing equipment arriving on the Site will be given to the Contractor. The Contractor will note that any action under this section by the City will not relieve the Contractor of their obligations under this Contract.
- E7.7 Should the downtime experienced by the Contractor's equipment become excessive in the opinion of the Contract Administrator, the Supervisor shall advise the Contractor in writing to take whatever measures are necessary to reduce the downtime to an acceptable level. Failure to do so may cause the City to take whatever action they feel is necessary.
- E7.8 All Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E7.9 The Contractor shall, on demand, produce valid certificates of inspection, issued by the applicable governmental authority or other authorized agencies for all Equipment.

- E7.10 In addition to any Equipment safety requirements required by legislation, all Collection Vehicles shall be equipped with the following safety equipment:
- (a) 2-way communication radio;
  - (b) back-up alarms;
  - (c) fire suppressant devices;
  - (d) transmission safety switch (kill switch);
  - (e) power take off (PTO) indicator lights;
  - (f) operation lights;
  - (g) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
  - (h) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
  - (i) emergency kit for vehicle breakdowns, e.g. traffic cones.
- E7.11 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment to meet the required safety standards throughout the duration of the Contract.
- E7.12 Any material, labour or components not herein specifically mentioned or included, but which may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned. The Contractor shall supply the equipment and all components and all features which are normally considered to be standard on that equipment, unless specifically excluded in the specifications.

## **E8. MAINTENANCE AND REPAIRS**

- E8.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract, as requested by the Contract Administrator. The Contractor shall have a maintenance and repair facility located within 50 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:
- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
  - (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
  - (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.
- E8.2 The City shall not be responsible for repair of tires.

## **E9. WEAR AND TEAR**

- E9.1 The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage to equipment utilized at the BRRMF.

## **E10. TYPE OF EQUIPMENT**

These specifications describe the basic type of equipment required at the Brady Road Resource Management Facility. Three (3) main types of equipment are used at the landfill;

- (a) crawlers,
- (b) water trucks and,
- (c) material moving equipment. Material moving equipment bid under this Contract can be either crawlers with scrapers or rock trucks as described in E10.4.

#### E10.1 CRAWLER TRACTOR WITH BLADE

- (a) The crawler must have a minimum flywheel power 224 kW (300 HP) and a minimum operating weight of 34,000 kg (75,000 lb) and not be manufactured more than two years prior to the award of the Contract and/or have more than 2,000 original hours.
- (b) The blade must be hydraulically controlled and designed for use at sanitary landfills.
- (c) The crawler must be equipped with a ROPS cab, climate controlled cab, wipers, powershift transmission, strobe beacon light, backup alarm (78 db minimum), and equipped with front headlights and rear work lamps.
- (d) The crawler must be equipped with machine control and guidance equipment.
- (e) This unit will be used to push refuse (garbage) and place cover material as well as assist the crawler tractor and scraper units in the handling of excavated material.
- (f) Tracks shall be equipped with cleats for improved traction in the winter months, as defined by the Contract Administrator.

#### E10.2 CRAWLER TRACTOR WITH BLADE AND RIPPER

- (a) The crawler must have a minimum flywheel power 224 kW (300 HP) and a minimum operating weight of 34,000 kg (75,000 lb). Be equipped with a hydraulically controlled dual shank ripper and not be manufactured more than two years prior to the award of the Contract and/or have more than 2,000 original hours.
- (b) The blade must be hydraulically controlled and designed for use at sanitary landfills.
- (c) Crawler must be equipped with a ROPS cab, wide pads, climate controlled cab, wipers, powershift transmission, strobe beacon light, backup alarm (78 db minimum), and equipped with front headlights and rear work lamps.

#### E10.3 WATER TRUCK

- (a) Water truck must be equipped with a minimum 18,900 litre (5,000 gallon) water tank.
- (a) A water pump capable of delivering 750 gallons per minute at 60 PSI.
- (b) A top mounted directional (swivel) water jet/cannon capable of delivering both a solid stream and alternatively a spray,
- (c) A rear mounted independently operated rear dust suppression distributor spray bar. The bar shall be a minimum 75mm (3") diameter pressure bar with half inch jet nozzles spaced not more than 150mm (6") apart.
- (d) The water truck must be equipped with climate controlled cab, wipers, strobe beacon light, backup alarm (78 decibels minimum) and be a licensed vehicle meeting all Highway Traffic Act and Department of Transportation requirements.

#### E10.4 MATERIAL MOVING EQUIPMENT

- (a) For Items 4 through 6 on Form B; Prices, the Contractor shall provide either Crawler Tractors and scrapers **or** Rock Trucks meeting the following criteria.
  - (i) Further to E10.4, Item 4 on Form B: Prices the Contractor shall provide an hourly rate for the equipment bid.
- (b) Item 5 on Form B: Prices are based on cost per cubic meter of material loaded at source and transported 1,500 metres or less and placed where required, including levelling.
- (c) Item 6 on Form B: Prices are based on cost per cubic meter of material loaded at source and transported 2,500 metres or less and placed where required, including levelling.

##### **E10.4.1 CRAWLER TRACTORS AND SCRAPERS**

- (a) Crawler Tractors shall conform to the following:

- (i) Two (2) crawler tractors and hydraulically controlled scrapers shall be provided. These units will be used to excavate or pick up and convey, place and level material within the Brady Road Resource Management Facility.
- (ii) The crawler tractors must be sized and powered in accordance with requirements to productively self-load the tow behind earth moving rubber-tired scraper under the landfill soil conditions. The crawler must have a minimum flywheel power 231 kW (310 HP) and a minimum operating weight of 38 000 kg (83 775 lb).
- (iii) Crawler must be equipped with a ROPS cab, heater, wipers, strobe beacon light, backup alarm (78 db minimum), and equipped with front and rear work lamps
- (iv) The minimum required truck scraper capacity is 13.8 m<sup>3</sup> (18.0 yd<sup>3</sup>).

#### **E10.4.2 ROCK TRUCK**

- (a) Rock Trucks shall conform to the following:
  - (i) Two (2) rock trucks shall be provided. These units will be used to convey and deposit material within the Brady road Landfill.
  - (ii) The rock truck must be sized and powered in accordance with requirements to productively access, transport and deposit material under the landfill soil conditions. The Rock truck must have a minimum flywheel power 225 kW (301 HP) and a minimum operating weight of 22 260 kg (49 000 lb).
  - (iii) Rock truck must be equipped with six wheel drive, heated box, a ROPS cab, heater, wipers, strobe beacon light, backup alarm (78 db minimum), and equipped with front headlights and rear work lamps
  - (iv) The minimum required rock truck capacity is 14 m<sup>3</sup> (18.3 yd<sup>3</sup>).
- (b) If the Contractor utilizes rock trucks for such work, the hourly and per cubic rates provided in Form B: Prices shall be inclusive of any ancillary equipment necessary to excavate or load material at the point of origin and any necessary equipment required for placement or levelling of loads delivered to the point of destination. Further the ancillary equipment may be the equipment that is designated for use listed on Form B: Prices 1 and 2.

#### **E11. METHOD OF OPERATION**

- E11.1 The Contractor will operate in a safe manner as directed by the Contract Administrator or the designated representative.
- E11.2 Contractor equipment will not utilize or cross regular roadways or areas intended for general use by the public or City vehicles; a dedicated equipment haul road exists between the disposal area and Contractor's Facilities for equipment travel to the work area. In instances where such crossings or usage are deemed unavoidable, any damage to such roadways or areas shall, at the discretion of the Contract Administrator or his designate, be repaired immediately to their satisfaction and all costs associated therewith shall be borne by the Contractor.
- E11.3 Construction and maintenance of equipment haul roads is the sole responsibility of the Contractor and such work will be conducted at the Contractors expense outside of regular working hours.
- E11.4 For Contractor work involving the excavation of material or the removal of stockpiled material from one location to another, the Contract Administrator or designate will conduct volume surveys to determine the work completed on excavations or removal of stock piled material. The results of said volume surveys when requested and where practical shall be provided to the Contractor prior to commencement of Work. Said volume surveys (and in the case of stockpiled material - subsequent confirmation of volumes removed) in conjunction with the per cubic meter prices contained in Form B prices shall form the sole basis for payment when such excavation or removal work is conducted.
- E11.5 If the Contractor utilizes rock trucks for material moving, the per cubic rate provided in Form B: Prices shall be inclusive of any ancillary equipment necessary to excavate or load material at the point of origin and any necessary equipment required for placement or levelling of loads

delivered to the point of destination. Further the ancillary equipment cannot be the equipment that is designated for use listed on Form B: Prices 1 through 5.

E11.6 The Contractor will recognize that the landfill site is not a closed construction site, and further recognize that the site is controlled by various safety regulations, including speed limits, to ensure a safe work place. The Contractor agrees to abide by all safety regulations and ensure that his agents or sub-Contractors obey all regulations. The Contractor shall require that all their staff, agents, or sub-Contractors wear the necessary safety gear as prescribed by the Contract Administrator. The Contractor will recognize that regulations change from time to time and will conform to any changes as directed by the Contract Administrator.

E11.7 All equipment bid and supplied under this Contract must remain and be available for use on Site at all times with the exception of the following; track hoe, grader, wheeled loader, back hoe and water truck which, with the permission of the Contract Administrator may be removed from the Site when not in use.

However, should the Contractor choose to remove any of these pieces of equipment when not in use, the Contractor shall ensure they are returned when requested by the Contract Administrator within 24 hours. All costs associated with removal or return of said equipment shall be borne by the Contractor.

E11.8 The Contractor shall initiate every work assignment (as provided by the Contract Administrator) within 2 hours of receipt, and complete the work assignment within 24 hours of the schedule provided upon acceptance of the work assignment.

E11.9 The Contract Administrator reserves the right to modify methods of operation from time to time in the best interests of the City of Winnipeg and the Contractor shall follow reasonable instructions regarding changes in operational methods.

## **E12. COVER AND COVER MATERIAL**

E12.1 Cover material shall be provided by the City unless otherwise agreed to by the parties. Material shall not be allowed onto the Site for the purpose of Cover Material unless approved by the City in writing.

E12.2 After completing placement and compaction of Garbage at the end of each operating day, the Contractor shall not leave any Garbage exposed if the City assigns the task of Application of Daily Cover to the Contractor for that day.

E12.3 Daily Cover is to be applied to the Active Face each Working Day, either by the City or the Contractor. The Contractor may be permitted to utilize Alternate Cover, as approved by the City, on the Active Face six (6) out of seven (7) Working Days. Alternate Cover may consist of a tarp(s) or other alternative material approved by the City. Alternate Cover shall be supplied by the Contractor and shall be in good condition. Alternate Cover must be adequate to completely cover the Active Face at the end of each day. Fines may apply in the event the Active Face is not covered.

E12.4 If the method of using Alternate Cover as Daily Cover is being practiced, on the seventh Working Day, Cover Material is to be applied to the Active Face.

E12.5 The Contractor must apply Intermediate Cover after the last day of operation on areas of the Landfill Footprint where disposal will not occur for an extended period, as directed by the City. Intermediate Cover shall consist of a 300 mm layer of Cover Material (may include the Daily Cover thickness).

E12.6 There is a City-owned supply of Cover Material at the Site, which may be used by the Contractor for Daily Cover, Intermediate Cover, Final Cover, and for use in the construction of pads, turnarounds and non-paved roads. The Contractor will be responsible for safe excavation, handling, stockpiling, transportation and placement of all Cover Material. The excavation of Cover Material from the on-Site stockpiles shall not create slope instability that could harm persons or property.

- E12.7 The Contractor shall manage the available Cover Material and the Active Face efficiently so as to maximize the lifetime of the Site. Use of Cover Material will be minimized. The Cover Material: Garbage ratio shall not exceed 1:5, unless approved by the City.
- E12.8 The excavated or stockpiled on-Site Cover Material shall not be removed from the Site.
- E12.9 Monthly Cover Material usage will be documented in the monthly reporting. The City may modify the reporting structure of Cover Material as required to ensure accurate and prudent usage by the Contractor.
- E12.10 The Contractor is responsible for confirming the suitability of the City-owned Cover Material for use as Daily Cover, Intermediate Cover, Final Cover, and to construct pads, turnarounds, and non-paved roads. Under no circumstances shall the materials used be permitted to be contaminated.
- E12.11 Measure and payment for Application of Daily Cover will be a lump sum payment for the hauling and spreading of daily cover material (or ADC, as authorized by the Contract Administrator), as well as the subsequent stripping of daily cover upon the start of operations the following day. The request for the Contractor to apply Daily Cover will be submitted to the Contractor in writing 24 hours in advance. If no request is provided, the Contractor may assume that the City is taking responsibility for Application of Daily Cover on that day.

The lump sum payment is based on an application area of 1,000 m<sup>2</sup>, and a daily cover thickness of 300 mm. The Contractor will not be compensated for over application of daily cover; if the Average Thickness of Daily Cover Application exceeds 500 mm, there will be no payment for Application of Daily Cover.