



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 121-2021**

**PROVISION OF GROUNDS MAINTENANCE AT BIOSOLIDS STORAGE FACILITY  
& WEWPCC**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROVISION OF GROUNDS MAINTENANCE AT BIOSOLIDS STORAGE FACILITY  
& WEWPCC

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 25, 2021.
- B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.3 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the nature of the surface and subsurface conditions at the Site;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect his Bid or the performance of the Work.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **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 Tender 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 Tender, 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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 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 Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

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 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/Proposal;
- (b) Form B: Prices;

B8.2 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.

B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B9. BID**

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

- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**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) N/A

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

B12.1 Further to C3.2, Bidders, by responding to this Tender, 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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 Tender 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.

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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;

B13.4 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.

B13.5 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 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- 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 11 of Form A: Bid/Proposal.
- 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

- B16.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

#### **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 Tender, 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 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 Bid or in other information required to be submitted, that he/she is 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.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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 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 qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), 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.

B18.5 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.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Tender 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 Grounds Maintenance at the Winnipeg Biosolids Storage Facility and for Landscape Maintenance at WEWPCC for the period from May 1, 2021 until October 31, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

D2.2.1 Section A: Winnipeg Biosolids Storage Facility

- (a) Grass mowing;
- (b) Trimming of trees;
- (c) Maintenance of trees;
- (d) Maintenance of shrub bed;
- (e) Maintenance and storage of equipment; and
- (f) Application of pesticides (as required).

D2.2.2 Section B: WEWPCC

- (a) Spring clean-up (raking / dethatching);
- (b) Grass mowing and trimming;
- (c) Application of fertilizer and herbicides;
- (d) Watering;
- (e) Trimming of trees and shrubbery pruning;
- (f) Application of pesticides (as required); and
- (g) Fall clean-up (clippings / leaf debris).

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2021.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be

made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

### **D4. DEFINITIONS**

D4.1 When used in this Tender:

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

### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:  
Matthew Klowak, C.E.T.  
Wastewater Contracts Officer  
Telephone No.: 204-805-3313

Email Address: mklowak@winnipeg.ca

- D5.2 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.

#### **D6. CONTRACTOR'S SUPERVISOR**

- D6.1 Further to C6.22, 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.
- D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D7. NOTICES**

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

### **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. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks property insurance for all equipment and tools owned, rented, leased or borrowed and to be used by the contractor in connection with the work and stored on City of Winnipeg property

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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 Documents, as applicable.

D10.4 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.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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 safe work plan identified in D9;
  - (iii) evidence of the workers compensation coverage specified in C6.14;
  - (iv) evidence of the insurance specified in D10; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. LIQUIDATED DAMAGES**

D12.1 If the Contractor fails to achieve delivery the Work of the contract as described in D2.2 within the schedule set forth in E2.2 and E2.3 or reschedule to the Contract Administrator's



acceptance, the Contractor shall pay the City fifty dollars (\$50.00) per Calendar Day for each and every Calendar Day until the services have been completed.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D13. COVID-19 SCHEDULE DELAYS**

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 The Work schedule, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

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

D14.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

D15.1 Further to B13.3, 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 B13.3.

### **D16. SAFETY**

D16.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D16.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D16.3 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.

#### **D17. INSPECTION**

- D17.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D17.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

#### **D18. DEFICIENCIES**

- D18.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

#### **D19. ORDERS**

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D20. RECORDS**

- D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D20.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **D21. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

- D21.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D21.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D21.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.5 Any other information requested by the Contract Administrator.
- D21.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

## **MEASUREMENT AND PAYMENT**

### **D22. INVOICES**

- D22.1 Further to C12, 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  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D22.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Contractor's GST registration number.
- D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D23. PAYMENT**

- D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **D24. PAYMENT SCHEDULE**

D24.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D25. WARRANTY**

D25.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **THIRD PARTY AGREEMENTS**

### **D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D26.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D26.2 Further to D26.1, in the event that the obligations in D15 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D26.3 For the purposes of D26:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

D26.4.1 Where applicable, if not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D26.4.2 If not already required under the insurance requirements identified in D10, if applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D26.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D26.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

## D26.5 Indemnification By Contractor

D26.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

## D26.6 Records Retention and Audits

D26.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D26.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

## D26.7 Other Obligations

D26.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D26.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D26.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D26.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D26.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
WEP-LS-1	West End Water Pollution Control Centre - Site Plan
WEP-LS-2	Perimeter Road Pumping Station - Site Plan

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

#### E2. SERVICES

E2.1 The Contractor shall provide service in accordance with the requirements hereinafter specified.

##### E2.2 Grounds Maintenance of the Winnipeg Biosolids Storage Facility

E2.2.1 Grass Mowing

- (b) Prior to grass mowing, the Contractor shall pick up the general litter and garbage from the entire Site. Mowing litter and garbage is unacceptable and unprofessional.
- (c) The grass shall be cut evenly and be cut with sharpened equipment to a height of approximately 60 mm. The grass will be cut a minimum of once per month during the growing season, resulting in approximately six (6) cuttings annually. More cuttings may be necessary depending on grass growth between May 1<sup>st</sup> and October 31<sup>st</sup>. The grass must be cut whenever the height reaches 125 mm. Grass between and around all trees must be cut as part of every general mowing. Grass cuttings are to be left on the ground in an evenly distributed manner.

E2.2.2 Trimming

- (d) The Contractor shall trim grass and other growth neatly at all fence posts under the fence and gates, around **ALL** trees, around buildings and liquid interfaces. Trimming shall be done every time the grass is cut and the Contractor must not damage tree trunks with powered trimming devices. Payment for grass mowing will not be processed until trimming is complete.

E2.2.3 Maintenance of Trees

- (e) The maintenance of trees shall be done once in the early part of the season and shall include:
  - (i) cutting, removing and disposing of dead trees;
  - (ii) pruning any damaged or diseased branches to within 3 mm of live material;
  - (iii) all material (dead trees, branches, shrubs, pruned material, etc.) **MUST** be removed from the Site immediately after such material is collected. Under no circumstances can this material be piled up at the Site for storage nor can it be burned at the Site. The price of removing and disposing of the material shall be included in the cost of tree maintenance.

E2.2.4 Maintenance of Shrubs

- (a) The maintenance of shrubs in a weed free condition, approximately three (3) occurrences annually, shall include:

- (iv) pruning and trimming of shrubs to maintain size and shape that were originally intended;
- (v) removing and disposing of all pruned material and general litter;
- (vi) cultivating the top layer to maintain a loose friable soil and free from weeds;
- (vii) removing and disposing of weeds, as required, including roots;
- (viii) edging the perimeter of the shrub base.

#### E2.2.5 Equipment

- (f) The Contractor shall have for his/her use all necessary equipment to perform the Work as described in these specifications:
  - (i) the equipment shall be in good working order and equipped with all necessary safety features, including reverse warning alarms;
  - (ii) the City reserves the right to inspect the equipment from time to time during the Contract.

#### E2.2.6 Maintenance and Storage of Equipment

- (g) The City will make available an area at the Biosolids Storage Facility for the Contractor to perform basic maintenance on equipment:
  - (i) the Contractor will be allowed to store equipment on Site in a designated area;
  - (ii) the City will not assume any responsibility for the stored equipment (there have been incidents of vandalism to equipment stored on Site in previous years);
  - (iii) the Contractor will NOT be permitted access to other facilities on Site, such as buildings;
  - (iv) there is no washrooms or clean-up facility on Site.

#### E2.2.7 Application of pesticides (as required)

- (a) The application of pesticide is to occur on a "as required" basis only, and with the approval of the Contract Administrator. Any disease or insect problems with lawns shall be reported to the Contract Administrator as soon as these situations are observed. Any minor applications of pesticide or overseeding will be part of the Contractors obligations and are not eligible for payment.

#### E2.2.8 Co-operation with Others

- (b) City personnel and others will be on Site at the same time as the Contractor. The Contractor shall coordinate his/her activities through the Contract Administrator so that the Contractor's activities do not interfere with work of others.

#### E2.2.9 Location and Schedule of Work

- (c) Work shall be performed on an "as required" basis during the term of the Contract at City of Winnipeg Biosolids Storage Facility located on 99.4 hectares of land in the Rural Municipality of West St. Paul and Bordering PTH 101 and PTH 8. There are approximately 600 trees and one large shrub bed (kept weed free) in the area to be maintained.
- (d) The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.
- (e) Lawns shall be cut and/or shrubs and trees maintained within two Business Days of a written request from the Contract Administrator.

### **E2.3 Landscape Maintenance at the West End Water Pollution Control Centre (WEWPCC) and the Perimeter Road Pumping Station**

E2.3.1 The Contractor shall perform landscape maintenance at the West End Water Pollution Control Centre (WEWPCC) and the Perimeter Road Pumping Station in accordance with the requirements hereinafter specified.

E2.3.2 Landscape maintenance shall occur during regular hours of operation Monday - Friday, 7:30 a.m. - 4:00 p.m. except holidays. The Contractor shall be required to "check-in and



check-out” with reception at both locations anytime they are on-site. The “check-in / checkout log is available at the WEWPCC reception desk. The Contractor shall not store equipment at either site.

- (i) Occasional overnight parking of equipment may be permitted at the Contractors own risk.

### E2.3.3

Landscape maintenance shall be performed annually as either Priority 1 or Priority 2 at both locations for each contracted year as shown on the drawings and in accordance with the requirements hereinafter specified.

- (a) Priority 1 Areas shall be maintained as follows:

- (i) Lawns shall be cut and trimmed on a bi- weekly basis or as required when approved by the Contract Administrator. Grass shall be cut at a height of not less than 50 mm. Regular mowing shall begin in the spring when required. The date shall be no later than the week of May 1, and shall continue through to the week of October 31. This will total approximately 12 cuts per contracted year.
  - ◆ The Contractor shall collect and properly dispose of all litter/debris each week prior to mowing.
- (ii) A spring clean-up shall be required annually and shall include hand and power raking to remove thatch, compacted organic material and any other litter/debris. Spring clean-up shall occur before May 1 and will be part of the Contractors obligations, therefore not eligible for payment.
- (iii) Fertilizer and weed control shall be applied three times, once during the spring, summer and fall periods of each contracted year. Granular or water-soluble types will be acceptable.
- (iv) Any disease or insect problems with lawns shall be reported to the on-site contact as soon as these situations are observed. Any minor applications of pesticide or overseeding will be part of the Contractors obligations and are not eligible for payment.
- (v) Fall clean up shall take place on the season’s final visit. Lawns shall be given their final mowing, which should be at a height of approximately 40-45 mm. All clippings and leaf debris shall be picked up and properly disposed of. Fall clean up will be part of the Contractors obligations and not eligible for payment.

- (b) Priority 2 Areas shall be maintained as follows:

- (i) Complete mowing of this area will be as required and shall be a minimum of 6 cuts per contracted year. As the lawns will not receive supplemental watering the rate of grass growth will depend on precipitation and temperature, but mowing shall be considered when a majority of the growth has exceeded 100 mm.
- (ii) Cutting shall be done to a height of 50 mm. Note that ditch bottoms may be wet for prolonged periods and cutting may not be possible until conditions dry out. Growth within the ditch bottoms must be cleared out at least two times per season to permit proper flow in ditches.
- (iii) Final cut of this area shall not occur before the final week of September.

- (c) Shrubs and Shrub Beds shall be maintained as follows:

- (i) The 650 sq. m of wood mulched shrub beds shall be inspected bi-weekly for unwanted growth of grasses and weeds. Approved herbicides such as Roundup or Killlex are acceptable control agents but any herbicide damage to plants shall be the responsibility of the Contractor. Some manual weed pulling should be expected.
- (ii) Shrubs shall be pruned in the spring before leafing out to remove deadwood, broken branches or to improve visual balance. By mid to late June following the emergence of new growth, deciduous shrubs shall be cut back as necessary to an attractive consistent appearance. Tight shaping is not desirable. On evergreen shrubs, any dead or browning foliage shall be removed as it is observed.

- (iii) Insect or disease problems shall be reported to the on-site contact when observed. Appropriate and reasonable measures to control these problems shall be the responsibility of the Contractor and are not eligible for payment.
- (iv) Fertilizing of shrubs (shrub bed areas) shall be done by late May. This can be done with a granular application of a balanced fertilizer at an appropriate rate.
- (d) Trees and Tree Wells shall be maintained as follows:
  - (i) All trees at either site shall be pruned lightly in spring and mid summer to remove deadwood, blacknot, crossing branches, and lower trunk and canopy twig growth. Sucker growth on Shubert Chokecherry shall be pruned on a monthly basis. Suckers shall not be treated with a systemic herbicide. Supplemental watering of the twenty-four (24) trees beyond irrigation coverage should be done 2-5 times per season depending on the seasonal rainfall.
  - (ii) Fertilizing of all trees shall be done once per year in the spring by injection of water-soluble fertilizer at least 100 mm below the ground surface. Injections will occur on a 1 m grid beneath canopy and extend 1 m beyond canopy dripline. Tree Wells shall be cultivated biweekly for removal of grass, weeds and suckers.
  - (iii) Insect or disease problems shall be reported to the on-site contact when observed. Appropriate and reasonable measures to control these problems shall be the responsibility of the Contractor and are not eligible for payment.
- (e) The Contractor shall only use equipment equipped with turf tires so as to prevent turf damage at the Site.

#### E2.3.4 Location and Schedule of Work

- (a) Work shall be performed on an "as required" basis during the term of the Contract at City of Winnipeg West End Waste Pollution Control Centre (WEWPCC) located at 7740 & 6821 Wilkes Avenue.
- (b) The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.
- (c) Lawns shall be cut and/or shrubs and trees maintained within two Business Days of a written request from the Contract Administrator.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, of any individual, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.4 The Contractor shall provide the Contract Administrator with a list of individuals, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.5 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
  - (d) A list of all past addresses and dates when resided.
  - (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:
    - (a) Photo Identification must be one of the following:
      - (i) Driver's License,
      - (ii) Passport,
      - (iii) Permanent Resident Card,
      - (iv) Aboriginal Status Card,
      - (v) Manitoba Public Insurance Identification Card.
    - (b) Second identification must be one of the following:
      - (i) Birth Certificate,
      - (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
      - (iii) Provincial Health Card,
      - (iv) Citizenship Card,
      - (v) Firearms License,
      - (vi) Immigration Papers,
      - (vii) National Defense Card,
      - (viii) Nexus Card,
      - (ix) FAST CARD from Canada Border Services Agency.

- (f) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated.
  - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid/Proposal.

- F1.6 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
  - (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.7 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.8 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
  - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.9 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.