



**CITY OF MORDEN**

Tender for Curbside Solid Waste  
Collection & Recyclable Processing  
Bid Form  
Tender # COM-OP-2020-7

**CITY OF MORDEN  
OPERATIONS DEPARTMENT  
PUBLIC WORKS DIVISION**



**TENDER  
FOR  
PROVIDING COLLECTION OF GARBAGE, ORGANIC WASTE AND RECYCLABLES,  
AND PROCESSING OF RECYCLABLES**

**CITY OF MORDEN  
100-195 STEPHEN STREET  
MORDEN, MANITOBA R6M 1V3**



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Tender for Curbside Solid Waste  
Collection & Recyclable Processing  
Bid Form  
Tender # COM-OP-2020-7

## TENDER NOTICE

SEALED Bids from eligible Bidders for Collection of Garbage, Organic Waste, Recyclables and Processing of Recyclables will be received at the City of Morden, Civic Center, 100-195 Stephen Street Morden, MB until

**11:00 am local time, Tuesday, Oct 20, 2020**

Bidders may obtain Bid documents on-line at [www.mymorden.ca](http://www.mymorden.ca).

THE LOWEST OR ANY BID NOT NECESSARILY ACCEPTED.

Santokh Singh Randhawa P. Eng.  
Deputy City Manager-Operations  
City of Morden  
[srandhawa@mymorden.ca](mailto:srandhawa@mymorden.ca)  
204-822-2567



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## BACKGROUND INFORMATION

City of Morden is currently providing curbside collection of garbage, organic waste and recyclables through curbside collection contract. The contractor also provides processing of recyclables through an approved MRF facility of his choice. The contractor also collects garbage and recyclables from City facilities through 6 cubic yard front load bins. The carts for the curbside collection are owned by City.

The current contract is ending on December 31, 2020. The Collection Contractor also provides processing of recyclables through his preferred recyclables Processing Facility. The Organics are delivered to Enviroclean processing facility contracted separately by City. The Garbage is disposed at SWAMP Landfill and City pays for the tipping fees directly to SWAMP Landfill. The current population of City of Morden is approximately 9500.

The City of Morden waste collection program has the following features:

**Table 1: Estimated Number of Stops at start of Contract (Jan 01 2021)**

Number of Residential Stops	Non-Residential Stops	Total
3076	79	3155

**Table 2: City Facilities covered in the contract**

City Facility Name	Number of 6 Cubic Yard Front Load Garbage Bin	Number of 6 Cubic Yard Front Load Recycling Bins
AEC	2	1
WTP	1	1
PW	1	1
Beach	2	1
Morden Park	1	1

**Table 2: Quantity of Garbage and Recyclables Collected in 2019**

Material Collected	Tonnes Collected
Garbage	920
Recyclables	575
Organic Waste	1010

**Table 3: Road Net Work**

Road surface	Kilometers
Paved	79.71
Unpaved	11.86
Total Kilometers	91.57

## INSTRUCTIONS TO BIDDERS

### 1. The Work

The City of Morden invites Bids for:

- Supply of all labour and equipment necessary for the collection and transport of curbside Organic Waste, Garbage and recyclables to the EnviroClean's Organic Waste Processing Facility, SWAMP Landfill and Bidder's MRF for processing of Recyclables respectively. The work will also include supply of 6 yards front end bins at City facilities for garbage and recyclables and transporting the same to landfill and processing facility. The scope of work is defined in more detail under Specifications.

### 2. Closing Date and Time

Sealed Bids described in the Form of Bid addressed to:

**City of Morden, 100-195 Stephen Street Morden MB R6M 1V3  
Attention: Santokh Singh Randhawa P. Eng.**

And clearly marked "Tender for providing curbside collection of garbage, organic waste and recyclables, and processing of recyclables" will be received until: **11:00 am local time October 20, 2020.**

This time and date shall be deemed to be the Date of Closing of Bids at the above address. Bids will be publicly opened after the closing time the same day at the above address in the Boardroom.

Contractors must provide a telephone number and email, which the City may use to obtain any clarification or information related to the Bid.

### 3. Form of Bid

All Bidders must submit completed "Form of Bid", including the pages titled "Declaration by Bidder" and "Schedules", annexed hereto, and be signed by the Bidder with his/her registered business name and address, etc., as indicated under Company Seal.

The City reserves the right to award or not to award the Bid either as a whole or in part.

Tenderers are directed to provide information regarding their company, operation, past experience in similar size works, personnel and equipment in an attachment not to exceed ten (15) pages and include at least three customer references, preferably Municipal Customer's.

### 4. Interpretation of Tender Documents

Each bidder must satisfy themselves, by his/her own study of the tender documents, by calculations and by personal inspection of the work area and routes respecting the conditions existing or likely to exist in connection with the execution of the work, as to the practicality of carrying out the work successfully. There will be no consideration of any claim after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract.

All index and reference numbers in the Bid form, specifications, etc., are given for the convenience of the Bidders and such must be taken only as a general guide to the item referred to. It must not be assumed that such numbering is the only reference to each item but the plans and specifications as a whole must be fully read in detail for each item.

## **5. Enquiries**

Each Bidder shall examine the Bid Documents as soon as possible after receipt thereof. All enquiries are to be sent in writing by email to the individual noted below. No enquiries will be accepted by telephone.

Santokh Singh Randhawa P. Eng.  
Deputy City Manager-Operations  
srandhawa@mymorden.ca

Deadline for enquiries is 2:00 P.M. on Wednesday, October 07, 2020.

Any clarification, correction or interpretation to the contract documents shall be made only by an addendum issued and a copy thereof shall be issued and posted on the City of Morden website. It is the responsibility of the Bidder to check the website for addendums.

Any addenda issued before the closing date shall be taken into account in preparing the Bid, recorded in the location provided in the Contract Bid Form, and in closing the contract; they shall become a part thereof.

## **6. Bidders Qualifications**

Bidders are required to disclose their legal status as to whether they are a Federal or Provincial Corporation, a partnership or an individual and to state the names and addresses of responsible officer or partners as the case may be. In order for their bid to be considered the bidders must meet the following requirements and furnish satisfactory evidence for the same.

- Must have satisfactorily completed curbside pickup contract of similar size in last 5 years or currently providing curbside pickup in a current contract of similar or bigger size satisfactorily.
- Must have 2 curbside collection vehicles that the bidder can dedicate to the performance of this contract and one standby collection vehicle. The standby vehicle can be shared between more than one contract if the contracts are in the same geographical region with one hour distance.
- that they have the requisite ability in the class of work contemplated and sufficient capital to enable them to complete the work successfully.

## **7. Tender Deposit**

Every Bid must be accompanied by a certified cheque or money order made payable to the "City of Morden" for a sum that is equal to or greater than \$5,000.00.

The certified cheque must be enclosed in the same envelope as the Bid. A bid bond will be accepted in lieu of a certified cheque. Tenders will remain open for 60 days from date of closing. The deposits of the unsuccessful bidders will be returned within 60 days of the Date of Closing of Bids. The deposit of the successful bidder will be returned on submission of the Performance Security satisfactory to the City. If the successful bidder fails to execute agreement or provide performance security within 7 days of the notice of award, the City may forfeit his/her tender deposit.

In the event that any Bid is withdrawn before the contract is executed by the successful bidder or for a period of 60 days commencing from the Date of Closing of Bids, whichever event first occurs,



the certified cheque accompanying such Bid shall be forfeited to the City of Morden. The deposit of the second low bidder will be held until the low bidder has executed the Contract but no later than 60 days from Bid closing.

**8. Informal Bids**

Bids that are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations, omissions or irregularities of any kind may be rejected as informal. Bidders are required to fill in all blanks.

**9. Right to Accept or Reject**

The City reserves the right to reject any or all Bids and the lowest Bid will not necessarily be accepted.

**10. Contract Period**

The Contract period will be for a period of five (5) years, commencing on January 01, 2021. The contract can be further extended for two one-year terms.

**11. Performance Security**

The successful Contractor, together with a guarantee company (approved by the City) resident in Canada or authorized by law to carry on a business in Canada, will be required to furnish a Letter of Credit in the total amount of \$50,000.00 automatically renewable annually for the length of the contract and in a form approved by the City, within 7 days of the notice of award, to ensure the complete execution of the Agreement by the Contractor.

A performance bond **WILL NOT** be considered acceptable as a form of performance security.

**12. Execute Contract**

The party to whom the Contract is awarded will be required to execute an agreement similar but not necessarily identical to the draft agreement contained herein in duplicate and to furnish satisfactory Performance Security and a certified copy of a satisfactory insurance policy, referred to herein, within seven (7) days, not including Sunday or a legal holiday, after mailing of written notice by the City to the business address stated in his/her Bid, of the award of the Contract to him/her. Should the said party fail to execute this Contract within the time stipulated above, the deposit accompanying this Bid shall be forfeited to the Corporation of the City of Morden.

**13. Insurance**

The Bidder will be required to submit a Statement of Insurability with the Bid and the successful Bidder will be required to carry, maintain in force and pay, during the term of this contract, the insurance types and amounts as detailed in the General Conditions – Clause 1.

**14. Sales Tax**

The Unit prices shall include PST. GST to be included as a separate line item on the Bid forms.

**15. WCB**



Upon commencement of the Agreement, the Contractor agrees to provide the City with satisfactory proof of compliance with WCB, in the form of a certificate showing that the Contractor is presently in good standing with the WCB. In addition to the obligations imposed above, the Contractor agrees to provide satisfactory proof (certificate) annually of the Contractor's continued good standing with the WCB in relation to the Contractor's obligations under Paragraph 1 or at any time during the term of this Contract at the request of the City.

#### **16. Municipal Freedom of Information and Protection of Privacy Act**

All information obtained relative to this Request for Bid is the property of the City of Morden. All written Bids received by the City of Morden become a public record. Once a Bid is accepted by the City of Morden, and a contract is signed, all information contained in them is available to the public, including personal information. Submissions of Bids as a result of this Request for Bid are in accordance with the *Freedom of Information and Protection of Privacy Act (FIPPA)*.

Release of information contained in the Bid may be requested by anyone under the FIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Bidder. This would include scientific, technical, financial or labour relations information. All requests for information must be made in writing and submitted to the City Manager of the City of Morden. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record.

#### **17. Necessary Approvals/Licenses**

The successful bidder must obtain or possess all Approval Certificates or Licenses necessary to carry out the work (i.e. to collect and haul waste and recyclables). All equipment must conform to the latest government regulations for safety and operation.

#### **18. Contract Renewal**

The City of Morden, at its absolute sole discretion, has the option to renew this contract for two (2), further one (1) year periods.

In determining whether to renew the contract, the City of Morden will consider, but not be limited to: performance, price and value.



## FORM OF BID

Bid for: Providing curbside collection of garbage, organic waste and recyclables,  
and processing of recyclables

Bid Submitted by:

Legal Name of Company/Bidder:

---

Business Address:

---

Authorized Representative Name:

---

Title:

Phone:

---

Email:

---

Hereinafter called the "Bidder"

## Declaration:

I (We)\_\_\_\_\_having carefully examined the locality and site of the proposed services, and all the Contract Documents relating thereto, including the Bid, Schedule of Items and Prices, Agreement, Instructions to the Bidder, General Conditions of Contract, Specifications and all relative material, hereby Bid and offer in accordance therewith to enter into a Contract with the City of Morden, within the prescribed time to provide the said service in strict accordance with the Contract Documents and to furnish all labour, vehicles, equipment, Bid deposit, performance security and things necessary to execute the requirements specified in the bid documents, as shown in the price schedules A to D and appended hereto.

I/WE have allowed for Addenda numbered as follows: #\_\_\_\_\_through to #\_\_\_\_\_.

**(Failure to acknowledge all addenda will result in your Bid being rejected.)**

1. The Bidder understands and agrees that all PST is included in the pricing. GST to be quoted separately.



2. The Bidder has carefully examined the Bid Documents listed herewith and understands and accepts the conditions set out therein.
3. The Bidder acknowledges that all changes specified in the Addenda have been included in the prices submitted.
4. The Bidder further declares that this Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person, partnership or corporation making a Bid for the same work and is in all respect made without collusion or fraud.
5. Tenders may be for part or parts or all of the service and the City reserves the right to award the Bid either as a whole or in part.
6. The Bidder by this Bid offer to furnish all labour and equipment for the performance of the work for the Stop prices set forth in this Bid all in accordance with the Bid of Documents.
7. This offer shall be irrevocable for a period of sixty (60) days following the date of Bid Closing.
8. If this Bid is accepted, the Bidder will commence work on a date agreed upon by the City and successful Bidder and agrees to carry out the work as described, unless altered by the City, for a period of five years.

I /WE are authorized to bind the COMPANY/CORPORATION

Name (please type or print): \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

(Seal if applicable)

\_\_\_\_\_  
Signature of Witness



Form of Bid: Price Submission

Bid For: Providing curbside collection of garbage, organic waste and recyclables, and processing of recyclables

Bidders will complete the form below indicating their price to provide curbside collection of:

- Garbage on a bi-weekly collection schedule (26 collections per year)
Recyclables on a bi-weekly collection schedule (26 collections per year)
Organic Waste on a weekly collection schedule from May to September and a biweekly collection schedule from October to April (36 collections per year).

Schedule-A

Curbside Collection Service for Garbage, Organic Waste, Recycling and Recycling Processing

Table with 5 columns: Collection Service, A Estimated Number of Stops, B Cost / Stop, C Collections / year, D Total Annual Cost. Rows include Recycling Collection - Blue Carts, Garbage Collection - Grey Carts, Organic Waste Collection - Green Carts, Processing Services (Recyclable Processing), Total Annual Costs for Collection and Processing of Recyclables, GST @ 5%, and Grand Total.

Notes:

1 Stops refers to the total number of households, businesses and institutions in the City of Morden to be provided collection services through the regular wheeled carts.

2 Cost /Stop refers to the price for services provided per each unit (household/business/institution) in the City of Morden.

Signature of Bidder



Schedule-B

Providing and Hauling of 6 Cubic Yard Front Load Bins for Garbage & Recycling

Location	A Number of Bins	B Estimated average # of hauls per month	C Hauling cost/per bin/ per haul	D Bin Rent /Bin/ month	E Total Annual Cost D = 12xAxB + C x D
<b>6 Cubic Yard Garbage Bins</b>					
AEC	2	5			
WTP	1	2			
PW	1	2			
Beach	2	3			
Morden Park	1	4			
<b>6 Cubic Yard Recycle Bins</b>					
AEC	1	5			
WTP	1	2			
PW	1	2			
Beach	1	3			
Morden Park	1	4			
<b>Total Annual Costs</b>					
<b>GST @ 5%</b>					
<b>Grand Total</b>					

Note:

1. Processing cost for recyclables will be paid to the contractor at the unit rates as provided in Schedule A
2. Tipping fees for the garbage will be paid by City directly to SWAMP Landfill

\_\_\_\_\_  
Signature of Bidder

**Schedule-C**

**Vehicles**

The Bidder shall state the types of vehicles intended for use in order to perform the work. The Garbage collection vehicle(s) must be equipped with a waste compactor and be completely enclosed. The vehicles must be capable of automated collection using the existing wheeled carts as detailed in this document. No other vehicle(s) shall be used to perform the work unless permitted by the City. The equipment intended for use must meet all provincial regulations.

**Minimum Requirements:**

**Vehicles to be Used for curbside pickup**  
(Bidders are to complete the Table Below)

Detail	Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4
Make				
Model				
Year				
Capacity				
Compaction				
Legal Load Limit				
License Plate #				

\_\_\_\_\_  
Signature of Bidder



**Schedule-D**  
**Bidders Experience and References**

Name of Municipality	Contract Start Date	Contract Completion Date	Municipal Reference Name and contact info

\_\_\_\_\_  
Signature of Bidder

## FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this \_\_\_\_\_(day) of \_\_\_\_\_(month), 2020

-BETWEEN-

The CITY OF MORDEN  
Hereinafter called the "City"

- And

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter called the "Contractor"

NOW THEREFORE WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

ARTICLE 1            The Contractor Shall

- a) Supply all labour, vehicles, equipment and services necessary for the execution and completion to the City's satisfaction, the Work as described in the Specifications, attached hereto and forming part of this Agreement.
- b) Do and fulfill everything indicated by this Agreement and particularly shall supply all labour, vehicles, equipment, services and things necessary for curbside collection of Garbage and Recyclables, as detailed in the Specification section.

ARTICLE 2            The City shall

Pay to the Contractor for the performance of the work required under this Agreement, the sum's as outlined in the "Form of Bid" in lawful money of Canada, being the Bid price, subject to adjustments contained in this Agreement and in accordance with the General Conditions (and Supplementary General Conditions, if any) and Specifications, attached hereto and forming part of this Agreement.

ARTICLE 3            The Contract

The Instructions to Bidders, the Contract Bid and any Addenda, the General Conditions, (and Supplementary Conditions, if any), the Specifications and any written supplementary instructions that may be made by the City to ensure satisfactory completion are all to be read into and form part of this agreement and the whole shall be called the "Contract" or "Contract Documents" and shall constitute the entire agreement between the Parties and it shall accrue to the benefit and be binding upon them and their successors, executors, administrators, and subject to Section 4.8 of the General Conditions, their assigns.

In the event that any of the Contract Documents are inconsistent or in conflict, then such documents shall take precedence and govern in the following order:





1. Supplementary Written Instructions, if any
2. Addenda, if any
3. This Agreement and Specifications
4. Instructions to Bidders
5. Supplementary General Conditions, if any
6. General Conditions
7. Form of Bid & Price Schedules
8. Appendices A to D

ARTICLE 4                      Time and Duration

The term of the contract is for five (5) years commencing on January 1, 2021. The contract can be further extended up to two one-year terms at the sole discretion of the City.

ARTICLE 5                      Notice

All communications in writing between the Parties shall be deemed to have been received by the addressee if mailed or delivered to:

- a) The Contractor - either the Contractor's Project Superintendent at the site or to the Contractor at the following address:

Contractor's Representative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b) The City of Morden at the following address:

City's Representative	Santokh Singh Randhawa
Title	Deputy City Manager-Operators
Address	City of Morden 100-195 Stephen Street, Morden MB

Any notice mailed in accordance with this clause shall be considered to have been received and effective on the fifth working day following the day it is mailed at any post office.

The City or the Contractor may at any time give notice in writing to the other of any change of address and from and after the giving of this notice, the address specified in this notice shall be the address of the party for the purpose of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, the City under the hand of the City Manager of the City of Morden, and the Contractor, under its corporate seal, at the hand



## SPECIFICATIONS

### 1. Definitions

The following definitions apply throughout this Agreement:

- 1.1 “Acceptable Recyclables” means those categories of Recyclables designated, as listed in Appendix “E” as being acceptable for the purposes of this Agreement.
- 1.2 “Blue Cart” means a Municipal owned and approved container that is used to store acceptable Recyclables in for curbside pick-up.
- 1.3 “City” - means the Corporation of the City of Morden.
- 1.4 “Commencement Date” means the 1st day of January 2021.
- 1.5 “Commercial Business” means a non-industrial business establishment located within the territorial limits of the City of Morden and for the purposes of this Agreement, all libraries, churches, clubs and schools, so located and as well, all facilities owned and operated by or on behalf of the City within the territorial limits of the City of Morden shall be deemed to be commercial businesses;
- 1.6 “Contamination” – means materials that placed in a wrong stream (ex. Plastic bags in organics stream, plastic bag in blue cart)
- 1.7 “Contract” - means all of the Contract Documents and includes the Instructions to Bidders and the Contract Bid Form.
- 1.8 “Contractor” - means the person, partnership, or City undertaking the execution of the Work under the terms of Contract.
- 1.9 “CPI Adjustment” – means the percentage change for the fiscal year in the All-Items Consumer Price Index for Manitoba published by Statistics Canada, or any successor body or agency, over the same index for the immediately preceding fiscal year;
- 1.10 “Designated Officer” Deputy City Manager Operations or designate shall be responsible for administering this contract.
- 1.11 “Documents” - means the Contract Agreement, the General Conditions, General Conditions Supplementary, the Specifications, the Drawings and any written supplementary instructions that may be made by the City to ensure satisfactory completion.
- 1.12 “Dwelling Unit” means one or more habitable rooms occupied by an individual or family as an independent and separate housekeeping establishment;
- 1.13 “Eligible Unit” means any such residential dwelling or unit, single family, multi- residential, industrial, commercial, institutional, business, Churches, City owned facilities, or other properties the City deems eligible to receive Garbage and/or recyclable collection services.
- 1.14 “Garbage” includes all rejected, abandoned or discarded inert rubbish, sweepings, ashes, discarded household utensils and wearing apparel, ceramics, multi-material products and packages, non-recyclable glass containers, dog, cat and other pet feces and litter placed inside a sealed and leak-free bag, diapers placed in a sealed and leak-free bag, and other materials as designated by the City from time to time.
- 1.15 “Green Cart” means a Municipal owned and approved container that is used to store garbage in for curbside pick-up.

- 1.16 “Grey Cart” means a Municipal owned and approved container that is used to store acceptable Organics in for curbside pick-up.
- 1.17 “Hours of Operation” – means the hours of operation for the Organic Processing Facility and SWAMP landfill Site
- 1.18 “Landfill Site” – means the SWAMP land fill site at Road 19W ¾ mile north of Road 17N in the RM of Stanley.
- 1.19 “MRF” – means Material Recovery Facility proposed by Bidder;
- 1.20 “Multiple Dwelling” means a residential building which contains more than one (1) dwelling unit;
- 1.21 “Non Recyclables” – means materials not listed in Appendix “E”.
- 1.22 “Residential Building” means a building containing one (1) or more dwelling units which is located within the territorial limits of the City of Morden;
- 1.23 “Single-Family Dwelling” means a residential building which contains not more than one (1) dwelling unit;
- 1.24 “Specifications” - means all written or printed descriptions or instructions pertaining to the method and manner of performing the work to be carried out under the contract and includes all written agreements made or to be made, pertaining to the method or manner of performing the work to be carried out under the Contract.
- 1.25 “Subcontractor” - means a person, partnership or corporation undertaking the execution of a part of the work by virtue of an agreement between himself/herself and the Contractor and who has independent control over and who is paid either by a lump sum or by stated unit prices for the work to be done under such agreement.
- 1.26 “Waste” means all garbage, organic and recyclable material as defined in this document and as amended from time to time.
- 1.27 “Work” - means the work undertaken by the Contractor pursuant to the provisions of the Contract.

The words approval, directed, required, or considered necessary, authorized, acceptable, satisfactory or words of like import shall mean approved of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the City.

## **2. Term of the agreement**

- 2.1. The term of the contract is for five (5) years commencing January 1, 2021 and ending December 31, 2025, with an option, at the discretion of the City to extend the contract on a yearly basis for another two years.
- 2.2. The Contractor will commence service January 1, 2021.

## **3. Scope of work**

The Work specified in this contract will be performed in strict accordance with the following Specifications:

- 3.1. Curbside collection of Garbage, Organics and Recyclables is to be provided to all “Eligible Units” including single family residential, multi-residential, commercial, business, churches and other properties included in the Curbside Special Levy Program within the City, as outlined in this Agreement. Currently, there are 3155 eligible Units included in the levy.

- 3.2. Curbside collection for garbage, recyclables, and organic waste to be performed using the existing wheeled Grey carts, Blue Carts and Green Carts respectively. The cart capacities are as below:
  - Grey Garbage carts are 65gal
  - Blue Recycle carts are 95gal
  - Green Organic Waste carts are 65gal
- 3.3. Contractor shall supply 6 cubic yard bins at City facilities for collection of garbage and recyclables as indicated in the bid form and collect transport them to the landfill or recycling processing facility of the Bidder.

#### **4. Collection and Processing Procedure**

The Contractor shall:

- 4.1. Collect Garbage on a bi-weekly basis from all “Eligible Units” as designated by the City from within the City of Morden limits.
- 4.2. Collect Organic Waste on a weekly/biweekly basis so as to result in a total of 36 pickups per year as per approved schedule from all “Eligible Units” as designated by the City from within the City of Morden limits;
- 4.3. Collect Recyclables every two weeks from all “Eligible Units” as designated by the City from within the City of Morden limits;
- 4.4. Provide transportation & delivery of all garbage to the SWAMP Landfill site located in the RM of Stanley on Road 19W, ¾ mile north of Road 17N. Disposal costs (tipping fees) for garbage disposal at SWAMP to be paid by the City. The distance from the City of Morden (PW Yard) to the Landfill Site is approximately 25.0 km (one way).
- 4.5. Provide transportation & delivery of all Organic Waste to the Enviroclean Landfill Solutions located at 140 Jefferson Street, Morden MB. The collection contractor is responsible for weighing the organic waste at the weigh scale and provide the weigh scale ticket to Enviroclean on delivery of the load. Processing fees for processing organic waste delivered shall be paid by the City.
- 4.6. For Recyclables, Bidder is responsible for hiring a licensed Material Recovery Facility of his choice. The Contractor to provide back up scale ticket for each load of recyclable delivered to the processing MRF. The City must be able to claim for rebates from MMSM and WRARS based on the recyclables delivered and processed at the proposed MRF facility under the contract.
- 4.7. Front load bins from City facilities as indicated in the bid form to be hauled and replaced based on schedule approved by the City.
- 4.8. The Contractor shall, at its expense, comply with all provincial statutes and regulations in the collection and transportation of all waste collected within the territorial limits of the City of Morden.
- 4.9. The Contractor, the Contractor’s employees, or Subcontractors to the Work, are not permitted or entitled to salvage, claim or possess any of the materials collected, unless specifically authorized to do so by the City. The Contractor shall make sure that all collected materials are disposed off at the permitted disposal/processing facilities as per the agreement.

#### **5. Collection Vehicles**

- 5.1. Minimum capacity of 20 cubic yards and must be equipped with a waste compactor, compacting garbage to a minimum of 800lbs per cubic yard (please specify capacity, compaction and legal load limit.)

- 5.2. Front load bin hauling trucks must be adequate for handling 6 cubic yard bins.
- 5.3. The use of multiple vehicles for the collection of Garbage and Recyclables is considered acceptable.
- 5.4. All annual inspection certificates for vehicles used to perform the work must be made available to the City at their request
- 5.5. All vehicles shall have high visibility flashing hazard lights.

## **6. Placement of Carts**

- 6.1. In the case of a single-family dwelling, the waste is placed adjacent to the travelled portion of the assumed public street upon which such dwelling fronts; or
- 6.2. In the case of a multiple dwelling with twelve (12) or less dwelling units, the waste is placed adjacent to the travelled portion of the assumed public street upon which the multiple dwelling fronts or at such other readily accessible place as is designated by the City; or
- 6.3. In the case of a commercial business or institution, waste is placed adjacent to the travelled portion of the assumed public street upon which the commercial business or institution fronts or adjacent to an accessible lane or alley servicing the premises;
- 6.4. The contractor must re-place the empty bins after pickup in proper manner at the place from where they were picked before emptying.
- 6.5. The collection of waste, including the acceptable containers, and the acceptable material to be placed at the curb, shall be in conformity with instructions established by the City and amended from time to time.

## **7. Pickup Schedule, Timings and Holidays**

- 7.1. The City's collection areas/days are attached as Appendix "D". While the City would like to maintain these collection days and general routes, City is open to recommendations for changes to improve efficiencies in collection.
- 7.2. The Contractor shall perform the collection services so as to cause to the public, the least inconvenience possible. In particular, the Contractor shall not obstruct any street or thoroughfare longer, or to a greater extent, than necessary.
- 7.3. The Contractor shall not begin the collection of Garbage and Recyclables prior to 7:00 a.m.
- 7.4. The Contractor shall, at its expense, make all collections which fall on statutory holidays on the following day or at another time satisfactory to the City.
- 7.5. The Contractor shall, at its expense, make any special collection required by the City upon mutually agreed to terms and conditions.

## **8. Customer Service**

- 8.1. The Contractor shall at its expense, maintain a local or toll free telephone number, which shall accept calls from the general public during regular business hours. The City shall have the right to publish this number in any correspondence to the residents of the City of Morden.
- 8.2. The Contractor shall ensure that someone in the Contractor's employ who is satisfactory to the City will be available to receive instructions from those designated by the City and to receive all complaints and that such person will take appropriate action in respect of such instructions or complaints in keeping with the terms of this Agreement.

## **9. Liquidated Damages**

- 9.1. The City will assess liquidated damages for instances of non-performance for either the hauling or processing portions of the contract. As indicated in the tables below, the Contractor shall pay the City the indicated amount per infraction. The sum or sums are hereby agreed upon and fixed as reasonable measures of Municipal costs and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay, non-performance or default, and not as a penalty. The City may deduct and retain the amounts of such liquidated damages out of any monies payable to the Contractor.

<b>Infraction</b>	<b>Amount</b>	<b>Unit</b>
Failure to return for missed collection as directed	\$200	Per incident
Damage to the cart during pickup or placement	\$80	Per Cart
Improperly replaced containers	\$200	Per incident
Discourtesy or inappropriate behaviour	\$200	Per incident
Failure to submit reports/submitting inaccurate reports	\$200	Per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$3,000	Per incident
Failure to pick up litter in a timely manner	\$200	Per incident
Unscheduled downtime affecting Municipal operations	\$200	Per incident

**10. Contamination Control**

- 10.1. The contractor should review green cart and blue cart contents on a regular basis to detect and minimize contamination.
- 10.2. If contamination is detected contractor shall affix notices (supplied by the City) on the cart informing customer for non-compliance with the City’s Waste Collection Program. The first and second offence will be a yellow tag requesting customer to abide by. Third offence will be a red tag informing customer that his cart is not picked up and issue need to be resolved before it will be picked again.
- 10.3. Contractor will keep a log of infraction locations and provide to City a report each month.

**11. Reporting**

- 11.1. The Contractor shall render reasonable assistance to the City in completing authorized governmental reporting and/or questionnaires by providing such information as is reasonably available to the Contractor concerning the collection, transportation and disposal of Garbage & Recyclables pursuant to this Agreement.
- 11.2. The Contractor shall provide a record of quantities of Garbage collected on a monthly basis.
- 11.3. The contractor shall provide a copy of a ticket of an approved scale of quantities for the recyclables in a format acceptable for submission to MMSM. Residential collection pickup MUST be reported and scaled separately from ICI Industrial and Commercial Institutes.

**12. Number of Stops**

- 12.1. Stop means a dwelling unit, business or institution for which curbside collection of Recyclables and Garbage shall be provided. For the purposes of this contract, the number of Stops on which the contract price will be based will be evaluated in year two (2) and again in each year of the contract as established by the assessment office for the calendar year preceding the commencement of the contract year to which the calculation relates. The re-evaluated Stop





count will be deemed to be in effect starting January 1, of each contract year. The City shall be the sole determiner of the Stop count.

- 12.2. The City reserve the right to remove commercial/institutional/multifamily/business properties from the contract at any time if the Council of the City of Morden passes a resolution not to include the said properties in the curbside special levy program, which will reduce the total number of pickup stops. The contractor shall be paid for any collection services rendered up to the said date at the contract unit price and no additional claim whatsoever shall be entertained.

13. Prices & Payments

- 13.1. The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary labour, equipment and service for performing all work under the Contract.
13.2. The Contractor understands that the contract price shall be based on unit price for the curbside collection of Organics, Garbage and Recyclables services shall be paid on the basis of actual pickups each month with one month in arrears. For garbage and recyclable collection from city facilities the payment shall be made based on actual pickups and unit prices.
13.3. Annual adjustments to price due to household, business and institutional unit numbers being revised will commence in the second year of the contract and will be evaluated again in each year of the contract based on building/occupation permits and demolition permits issued annually by the City.

14. CPI Adjustment

14.1. Contract Fees will be adjusted annually on the anniversary date of the commencement of the Contract. The CPI increase will be equal to 75% of the increase set out in the Consumer Price Index for Manitoba as published for the previous 12-month period by Statistics Canada as found on: https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413 exclusive of fuel cost.

Example Calculation: If the CPI increases by 2.0% over the 12-month period between Jan 01, 2021 and Dec 31, 2021, the unit fees paid to the contractor shall increase by 1.5% as of Jan 01, 2022.

15. Fuel Adjustment

- 15.1. The base Fuel price shall be the diesel price on the closing date of the tenders as advertised on https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000101
15.2. The Contractor's monthly payment will be adjusted to allow for a fuel surcharge as below:

Table with 2 columns: Change in Fuel Price from the Base Price, Surcharge/deduction. Rows include +/- 10% (0%) and Above +/- 10% (For every 1% increase or decrease beyond 10% a surcharge/deduction of 0.2% shall be applied to the monthly payment).





**Example Calculation:**

If the Diesel Price on closing date of the tender was \$1 per liter and in the average diesel price on the website for Winnipeg in January 2021 was \$1.25. The fuel adjustment to be applied to January payment shall be  $(1.25-1 \times 1.10) \times 0.2 = 0.03$  or 3%

## GENERAL CONDITIONS

### 1. Insurance

#### 1.1. Commercial General Liability

The (Contractor) shall, at his expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the City, be written by an insurer licensed to conduct business in Manitoba and include but not be limited to the following:

- a. A limit of liability of not less than \$5,000,000/occurrence.
- b. The City shall be named as an additional insured;
- c. The policy shall contain a provision for cross liability in respect of the named insured;
- d. Non-owned automobile coverage with a limit of at least \$5,000,000 including contractual non-owned coverage;
- e. Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$5,000,000.
- f. That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverages shall be given in writing to the City.
- g. Hostile fire.

What should be included:

- Severability of Interest Clause
- Contractual Liability - Oral & Written
- Contingent Employer's Liability
- Employer's Liability
- Broad Form Property Damage

#### 1.2. Automobile Insurance:

The contractor shall obtain and keep in force for the duration of this contract automobile under a standard Automobile Policy with limits no less than \$5,000,000. in respect of each owned or leased licensed vehicle.

#### 1.3. Environmental Liability Insurance

The Contractor shall, throughout the term of the contract, obtain and maintain in force, environmental liability insurance in a combined amount of not less than \$2,000,000.00, (\$1,000,000.00), per occurrence, against claims for:

- Bodily injury, including sickness, disease, shock, mental anguish, mental injury;
- Injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, clean up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual basis

1.4. The Contractor will insure all machinery and equipment used for the performance of the Work.

1.5. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City.

1.6. Throughout the duration of the contract, the Contractor shall provide the City, on or before May 1st each year with a valid "Certificate of Insurance" with proof of Liability Insurance.

### 2. Liquidated Damages

- 2.1. In the event that the Contractor does not collect Garbage, Organics or Recyclables, in accordance with this Contract and at times and locations as approved by the City, the Contractor agrees that the City may deduct the cost to perform these works from any moneys payable plus an administration fee of 20%. In the event that this failure occurs more than 3 times per year, the City may, at the sole discretion of the City of Morden, exercise its rights under General Conditions - Clause 10 -- Non-Fulfillment of Contract.

### **3. Laws Permits & Notices**

- 3.1. The Parties agree that this Contract shall be construed in accordance with the by-laws of the City and laws of Manitoba and Canada. The Contractor shall comply with all applicable municipal, provincial and federal laws, regulations and statutes in the performance of Services under this Agreement. The Contractor shall maintain at his/her place of business, and wherever else the City may require, legible copies of any notice, schedule or other information that it is required under this Contract or under any statute, regulation, by-law or agreement.

### **4. Arbitration**

- 4.1. In the event of any dispute or claim arising between the City and the Contractor as to their respective rights and obligations under this Agreement, either party hereto may give to the other written notification of such dispute or claim within fourteen days of the dispute or cause of action arising.
- 4.2. If the dispute or claim cannot be resolved to the satisfaction of the City and the Contractor and providing both Parties consent, the dispute or claim may be referred to arbitration and in the absence of agreement as to the choice of an arbitrator, each party shall appoint their own arbitrator who shall choose a third arbitrator as chair of the panel. The Arbitration Act of Manitoba shall apply.
- 4.3. The Parties agree that the award of an arbitrator shall be final and binding.
- 4.4. If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 4.5. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except (i) on a question of certificate of payment, or (ii) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

### **5. Health & Safety**

- 5.1. The Contractor shall be knowledgeable of, and abide by, the provisions of all legislative enactment, by-laws and regulations in regard to health and safety in the Province of Manitoba, as well as specific health and safety instructions which may be given to the Contractor by the City. Without limiting the generality of the foregoing, the Contractor shall specifically ensure compliance at all times with safety regulations, guidelines and best practices, as given by the Manitoba Workplace Safety and Health. The Contractor accepts the responsibility for the health and safety of its employees by providing appropriate protective equipment and training as required and taking all reasonable precautions for the protection of its employees.
- 5.2. The contractor shall act as prime contractor for the purpose of compliance with Manitoba Workplace Safety and Health regulation for all works under this contract.

### **6. Assignment**

- 6.1. The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or City, without the prior written consent

of the City which shall not be unreasonably withheld.

- 6.2. The Contractor acknowledges and understands that the City is subject to its statutory and regulatory obligations as they relate to waste diversion and recycling program. The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the City as it relates to the matters provided in this Agreement shall permit the City to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.
- 6.3. The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the City shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

## **7. City of Morden's Authority**

- 7.1. The City may supervise and direct all work to the extent of ensuring the fulfillment of the Contract. The City shall determine the residential, commercial, industrial and institutional units, which are to be paid for under the Contract and answer all questions relating to the said work. The City shall, within a reasonable time, render a decision on all claims by the Contractor and all questions, which may arise relative to the performance of the work or the interpretation of the Contract.

## **8. Changes & Alterations**

- 8.1. The City may, by order in writing at any time before or after the commencement of the work: delete, extend, increase, decrease, vary or otherwise alter the work to be done or any part thereof. If the character of the work to be done is actually changed from that on which the Contractor based its bid, any reason of such written order of the City or by reason of incorrect information supplied by the City and if the change increases or decreases the cost of the work to be done or material to be furnished, the Contractor shall inform the City in writing and negotiations shall be carried out to determine the amount of compensation to be paid.
- 8.2. The Contractor must notify the City within three (3) days that a change or alteration has occurred, and a formal written claim notice must be submitted to the City within ten (10) days. Failure to provide the proper notice to the City may be considered as a waiver of the Contractor's right to claim under this clause.

## **9. Right of the City to Modify Methods & Equipment**

- 9.1. The Contractor shall make such alterations in its method, equipment and working forces as the City in writing directs. If at any time the method or equipment or working forces are found by the City to be unsafe or inadequate to ensure the protection, safety or quality of the service therefore under the Contract, but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of the work are maintained.

## **10. Non-Fulfillment of the Contract**

- 10.1. If the Contractor fails or neglects to prosecute the work diligently in a method that, in the opinion of the City, will ensure an adequate level of service under the Contract or should the Contractor become bankrupt or insolvent, commit any act of insolvency, abandon the service, or fail to

observe and perform any of the provisions of this Contract of which the City shall be the sole judge, then in any of such cases the City may notify the Contractor to discontinue all service under the Contract and the City may then employ such means as it may deem necessary to carry out the work and in such a case the Contractor shall have no claim against the City for any loss or damage caused by, or resulting from the work being taken out of the control of the Contractor but the Contractor shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the City by reason of such default, bankruptcy, insolvency or act of insolvency. If the said loss, damage, expense or cost exceeds the sum which would have been payable under the Contract if the same had been completed by the said Contractor, the Contractor or its surety shall pay the amount of such excess to the City or such amount or any portion thereof may be deducted from any monies due or to become due to the Contractor.

## **11. Suspension, Termination or Cancellation**

- 11.1. With regard to minor issues involving the supply of service collection and delivery to the appropriate facility, the City will contact the Contractor and explain the situation. If the situation is resolved to the satisfaction of the City, the matter will be deemed settled. If the situation is not resolved after the initial phone call, and the issues continue, a meeting with approved management staff from the City and the Contractor will be arranged as soon as possible. If the matter still is not resolved to the satisfaction of the City, a notice in writing to the Contractor to suspend or terminate the work will be sent. Upon receipt of such written notice, the Contractor shall perform no further work other than reasonably necessary to close out the Project.
- 11.2. With regard to more serious matters such as the non-execution of service collection and delivery to the appropriate facility, the City may, by notice in writing to the Contractor, suspend or terminate the work immediately. Upon receipt of such written notice, the Contractor shall perform no further work other than reasonably necessary to close out the Project.
- 11.3. Notice to the Contractor shall be as set out in the Form of Agreement.
- 11.4. Notice shall be deemed to be delivered five (5) days after the date of mailing in the case of surface mail and three (3) days after the date of mailing in the case of Registered Mail.
- 11.5. In such an event the Contractor shall be entitled to payment in accordance with Section 4.13 and other provisions of this Contract.
- 11.6. Notwithstanding the above, either party may terminate this Agreement upon the giving of six (6) month's written notice delivered to the other party at any time within the six (6) months following the effective date of this agreement.

## **12. Contractor's Responsibility for the Work**

- 12.1. The Contractor shall for all intents and purposes be and be deemed to be an independent Contractor and shall not be or be deemed to be an agent, employee or servant of the City.
- 12.2. The Contractor shall be responsible for and shall give adequate attention to the prosecution of the Work in accordance with the terms of the Contract. If requested, the Contractor shall notify the City in writing of the names and positions of the persons so representing the Contractor.

## **13. Contractor's Indemnification of the City & Responsibility for Damages**

### **13.1. Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the City and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the City, its officers, servants and agents

and from all losses, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the City, its officers, servants and agents by reason of or on account of or in consequence of the execution and performance of the work or the non-execution or imperfect execution and performance thereof, or of a supplier, and/or non-supply of plant or material therefore; and the Contractor covenants and agrees to pay to the City on demand, all such losses and costs, charges, damages, liens or expenses which may be paid, sustained or incurred by the City or by any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand and, any moneys paid or payable by the City or any of its officers, servants or agents in discharge thereof or on account thereof; and the Contractor covenants and agrees that in default of such payment all such losses and costs, charges, damages, liens and expenses, and any moneys so paid or payable by the City, its officers, servants, or agents, and also any moneys payable by the Contractor under any of the terms and conditions of this Agreement may be deducted from any moneys of the Contractor then remaining in the possession of the City on account of this or any other contract or may be recovered from the Contractor.

### 13.2. Responsibility for Damages

The Contractor, its agents and all workers and persons employed by the Contractor or under its control including Subcontractors shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, trees, utilities, roadways, ditches, drains and watercourses (whether natural or artificial) or property of whatever description, and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof or by any neglect, misfeasance or nonfeasance on the Contractor's part or on the part of any of its agents, workers or persons employed by the Contractor or under its control including Subcontractors and shall bear the full cost thereof and shall at its own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement, and to secure to all persons and Citys the uninterrupted enjoyment of all their rights in and during the performance of the work and the Contractor shall indemnify and save harmless the City from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributed to any such damage, injury or infringement.

13.3. Notwithstanding the indemnity provisions contained in this section where in the opinion of the City the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the Contract, the City following notice in writing to the Contractor of its intention so to do, may withhold payment of any monies due to the Contractor under this or any other Contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the City will not withhold such monies where in the opinion of the City there are reasonable grounds upon which the Contractor denies liability for such damage, injury, or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

## 14. Losses & Damages

14.1. Except as otherwise provided for in the Contract any losses or damages arising out of the nature of the work to be done or from the normal action of the elements or from any reasonably



foreseeable circumstance in the prosecution of the work or from any normal difficulties which may be encountered in the prosecution of the work having regard to the nature thereof shall be sustained and borne by the Contractor at its own expense.

**15. Character of Workers**

15.1. The Contractor shall employ only orderly, competent, presentable and skillful workers to do the work. Whenever the City shall inform the Contractor in writing that any worker on the work is, in the opinion of the City, incompetent, unfaithful, or disorderly, such worker shall be discharged from the work, and shall not again be employed on the work without consent in writing of the City.

**16. Governing Law**

16.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba.

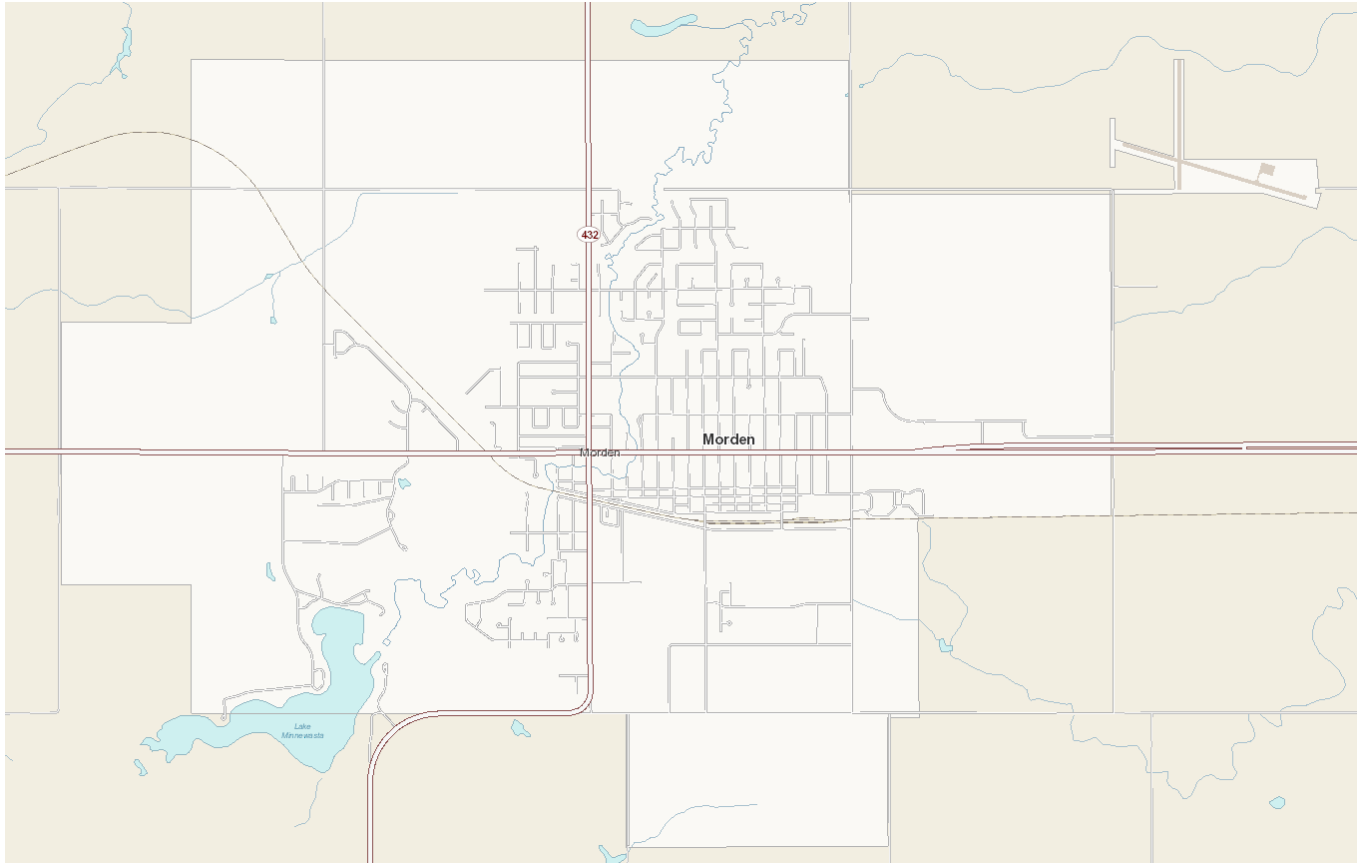




CITY OF MORDEN

Tender for Curbside Solid Waste  
Collection & Recyclable Processing  
General Conditions  
Tender # COM-OP-2020-7

## Appendix A - City of Morden Area Map

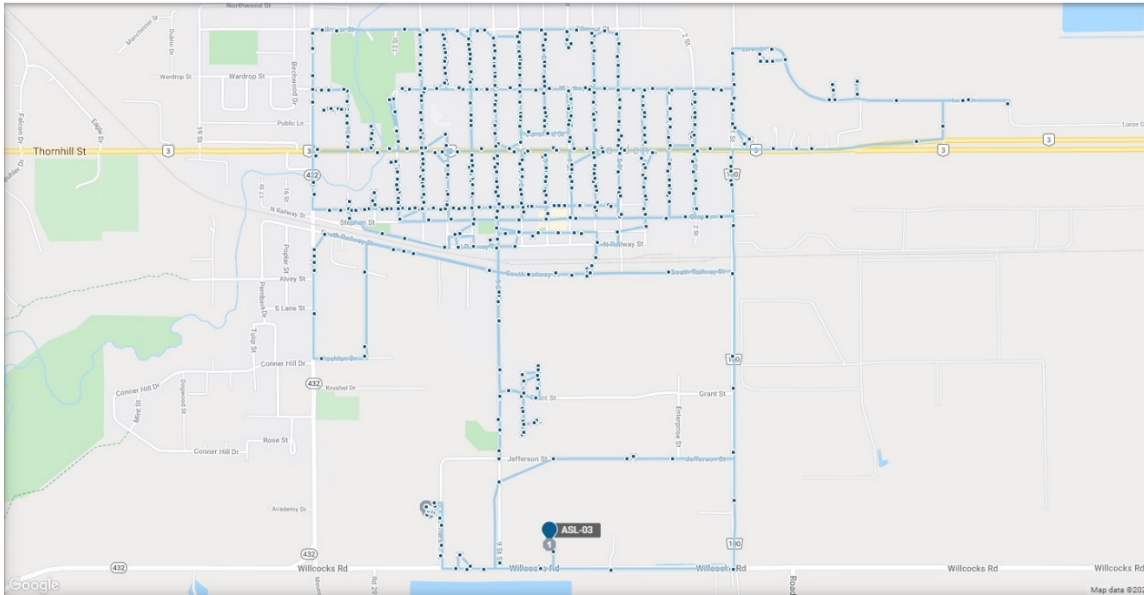




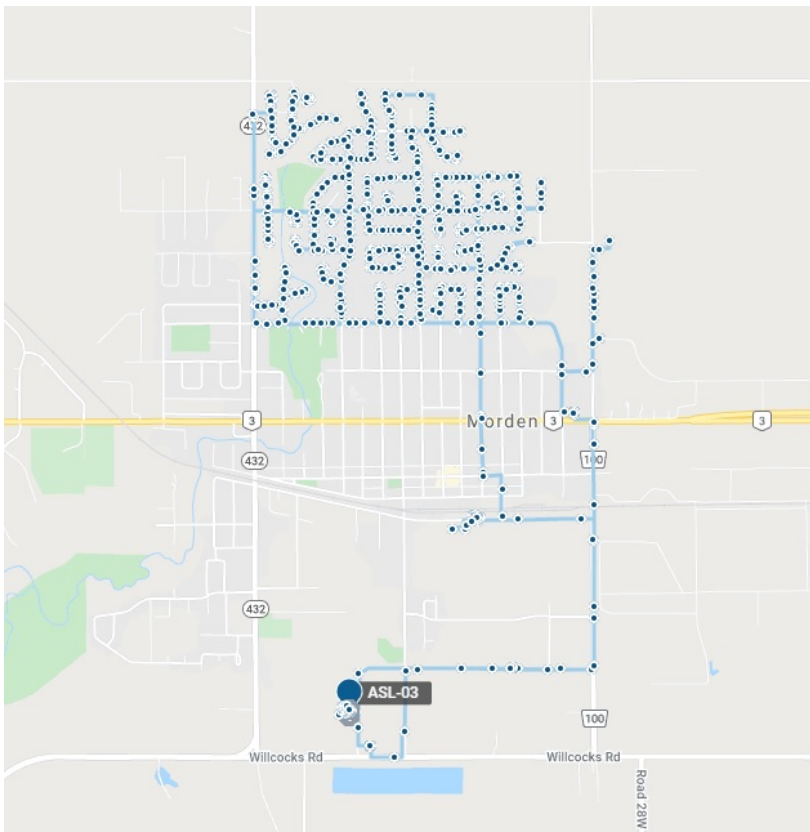
## Appendix B – Zone Map, Schedule and Route Map

The Zone Map and current collection schedule can be found at:  
<https://www.mymorden.ca/resources>

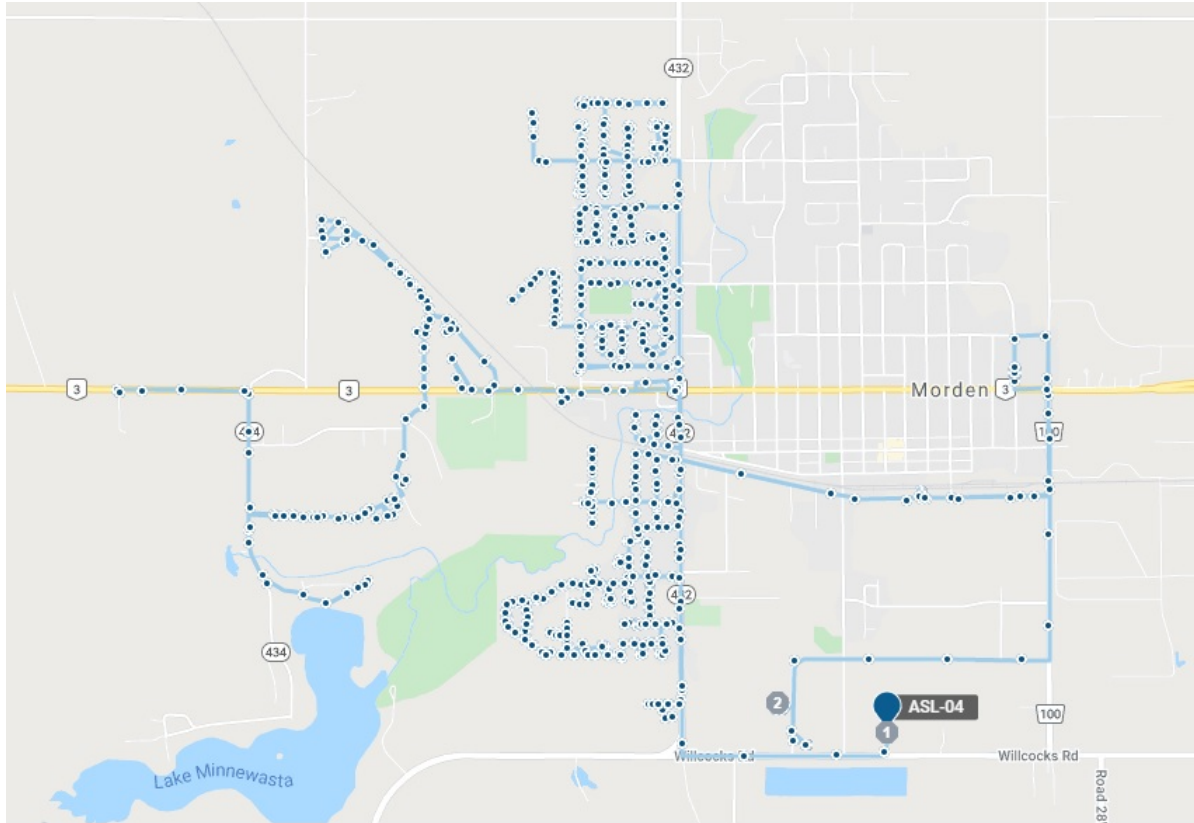
### Route 1



### Route-2



**Route-3**



## Appendix C - Acceptable Recyclable Materials

The initial list of materials that will be received and processed at the MRF shall include the following:

### MATERIAL

### DEFINITION IF ANY

#### Mixed Paper Fibres

Newsprint

Including all newspaper flyers, magazines and telephone directories

Mixed Household Paper

Including envelopes and writing paper

Cardboard

Including pizza and other corrugated cardboard boxes

Boxboard

Including molded pulp and excluding waxed paperboard

#### Mixed Containers

Aluminum

Liquid, food or beverage containers

Aluminum Foil

Items made from aluminum foil including pie plates

#1 PET (Polyethylene Terephthalate)

Rigid household liquid, food or beverage containers

#2 HDPE (High Density Polyethylene)

Rigid household liquid, food or beverage containers

#3 PVC (Vinyl)

Rigid household liquid, food or beverage containers

#4 LDPE (Low Density Polyethylene)

Rigid household liquid, food or beverage containers

#5 PP (Polypropylene)

Rigid household liquid, food or beverage containers

#7 Other Plastics

Rigid liquid, food or beverage containers

Glass

Liquid, food or beverage containers (clear, green and amber)

Polycoated and Aseptic Paperboard Containers Containers made primarily of paperboard and coated with low density polyethylene and/or aluminum and used for food and beverages. Includes gable top (e.g., milk and juice containers) and drinking boxes.

Spiral Wound (Cardboard) Cans

Composite (cardboard) can with a single wrap rigid body involving several layers of materials (including paper, foil and plastics) with at least one steel end (e.g., frozen juice containers).

Steel

Liquid, food or beverage containers; empty paint cans; empty aerosol cans



## **Appendix D – Compost Facility and SWAMP Landfill Hours of Operation**

### Compost Processing facility:

The Enviroclean Compost Facility at 144 Jefferson Street for the acceptance of “Organics” is open year-round to accept materials Monday to Friday from 8:00 a.m. to 5:00 p.m. The collection contractor can negotiate with the Facility for any change in the delivery hours at no additional cost to the City. Any out of hours deliveries charges billed by Enviroclean to the City will be billed back to the Collection contractor.

### SWAMP Landfill:

The SWAMP Landfill Site, for the acceptance of “Garbage” is open year-round to accept materials Monday to Friday from 8:00 a.m. to 5:00 p.m. except for days which are recognized as a legal holiday which are:

1. January 1
2. February 15
3. April 2
4. April 5
5. May 24
6. July 1
7. August 2
8. September 6
9. October 11
10. November 11
11. December 24
12. December 27
13. January 3, 2022

The contractor shall confirm the holidays with the SWAMP landfill and prepare the schedule accordingly.