

**PART D**

**SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Mechanical Dust Free Cleaning on Portions of the Roadway System in the North Area, East Area and South Area as listed in Appendix B in accordance with Specifications.
- D2.2 The major components of the Work are as follows:
- (a) Mechanical Street Sweeping;
  - (b) Disposal of Collected Debris.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Adverse Weather Conditions**" means any weather conditions, i.e. cold temperatures, rain, snow, strong winds, which may cause or result in street conditions requiring cleaning over and above normal accumulation of debris prior to acceptance of the Work by the City;
  - (b) "**Alley**" means a street not more than five (5) metres in width which has been designed, constructed and intended to provide access and service to the rear of places of residences or businesses;
  - (a) "**Block**" means the length of roadway from centre line of intersecting roadway to the centre line of the next closest intersecting roadway;
  - (b) "**Boulevard**" means the area between the street right-of-way and the nearest edge of a roadway and/or the area separating the roadways or a divided highway;
  - (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (c) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;

- (d) "**Contract**" means the combined documents consisting of the Bidding Opportunity package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (d) "**Debris**" means for the purposes of this Contract, shall include all dirt, garbage and rubbish;
- (e) "**Dirt**" means natural soil, earth, sand and stone;
- (f) "**Garbage**" means animal and vegetable waste, including food packaging material with residual food materials, resulting from the handling, preparation, cooking and serving of foods in households, institutions and commercial concerns and market wastes resulting from the handling, storage and selling of foods in wholesale and retail stores and markets;
- (g) "**Kilometre**" means one kilometre of roadway regardless of width;
- (h) "**Pavement**" or the adjective "**paved**" means when used to describe a street, road, alley, sidewalk or other area, means an area which has a surface constructed of Portland Cement concrete, asphaltic concrete, brick, tile or similar material;
- (i) "**Priority 2**" means streets that are designated as collectors and bus routes within the City's street system which carry most of the inter-arterial vehicular and bus traffic. These streets are typically 10 metres in width;
- (j) "**Priority 3**" means streets that are the residential streets within the City's street system which mainly carry local traffic. These streets are typically 7.5 metres in width;
- (k) "**Private Approach**" and "**Approach**" means a roadway, culvert crossing or other structure erected, installed or maintained over the boulevard for the use or benefit of the owner or occupant of the property adjoining, but does not include a roadway or other structure constructed for such purposes within an alley;
- (l) "**Regular Cleanup**" means the annual cyclic machine or manual cleanup of all paved roadways to remove abrasives, debris generated by private and commercial means over the summer and fall months. The process commences after the Spring Cleanup is complete and is outside the scope of this Contract;
- (m) "**Road Film**" means fine residual material remaining on pavement after a sweep that is not normally collected by mechanical methods;
- (n) "**Roadway**" means the paved portion of the street that is used exclusively for the passage of motorized vehicles;
- (o) "**Route**" means for the purposes of this Contract, means a sub-area within the Contract as defined in Appendix "B";
- (p) "**Rubbish**" means "combustibles" consisting of miscellaneous burnable materials such as paper, rags, cartons, boxes, wood excelsior, bedding, rubber, leather and plastics; "non-combustibles" consisting of miscellaneous materials that are not burnable such as tin cans, metals, ceramics, metal foils, glass, detached pieces of curb, concrete and asphalt pavement; and "yard rubbish" consisting of prunings, grass clippings, weeds, leaves, general garden wastes, exclusive of solid wastes otherwise classified herein;
- (q) "**Spring Cleanup**" means the annual machine or manual cleanup of all paved roadways to remove winter abrasives that includes debris generated by private and commercial means over the winter or spring months. The Contract Administrator shall initiate the process as soon as practicable after snow and ice has melted from the pavement;

- (r) "**Street**" means a highway over which the City of Winnipeg has jurisdiction;
- (s) "**Street Right-of-Way**" means the limit of the publicly-owned land acquired for and devoted to streets, boulevards, sidewalks, street lights, street furniture, street signs and other appurtenances, as well as underground facilities;
- (g) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (t) "**Total Performance**" means when the entire Works have been performed to the requirements of the Contract documents and is so certified in writing by the Contract Administrator.
- (u) "**Traffic Lane**" means a width of pavement greater than 3.6 metres but less than 8 metres;
- (v) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (w) "**Working Day**" means any Calendar Day other than Saturday, Sunday, Statutory or Civic Holiday, on which, in the opinion of the Contract Administrator, atmospheric and/or site conditions are conducive to street sweeping Works. A Working day shall be in increments of two half Working day shifts between the hours of 07:00 to 19:00 hours and 19:00 to 07:00 hours. A half Working day shall be considered completed with any 8 hours of continuous/non-continuous street cleaning within each increment. The Contract Administrator shall be the sole judge of the completion of each working day.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Ken Boyd, P. Eng.  
Support Services Engineer  
Streets Maintenance Division  
104-1155 Pacific Avenue  
Telephone No. (204) 986-5076  
Facsimile No. (204) 986-5566

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

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

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 The Contractor's Supervisor shall have continuous two-way communication capability with the City staff, and with Contractor Field Crews, and continuously direct, coordinate and inspect the work of the Field Crews.

#### **D6. NOTICES**

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract.

Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 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 address or facsimile number:
- The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D7. WORKERS COMPENSATION**

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. INSURANCE**

- D8.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business

Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## SCHEDULE OF WORK/WORKING DAYS

### D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D7;
    - (iii) evidence of the insurance specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D9.4 The Contractor shall be available to commence Work on the week of April 13, 2004 and shall start Work within 24 hours from the time of notification by the Contract Administrator. Commencement of Work shall be subject to suitable weather and scheduling conditions, which is determined at the sole discretion of the Contract Administrator.
- D9.5 The Contractor shall commence all Work with a full equipment complement within 24 hours from the time of notification. Failure of such response may be deemed forfeiture of Contract.
- D9.6 The Contract shall be awarded in Sections or as a whole. Section A, B and C will each have **ten (10) working days** to complete all works if awarded individually. Where two (2) Sections are awarded to a Contractor, or the contract is awarded as a whole, the Contractor shall have **twenty (20) working days** to complete all works. Section B (East Area) must be completed within the first **ten (10) days** of commencement of work as noted in D9.4.
- D9.7 The following limitations will affect the scheduling and the sweeping for each day:
- (a) only 300 parking control signs (150 signs for each shift period which is based on the number of anticipated signs for two shifts) are available from the Area
  - (b) Availability of commissionaires for ticketing and towing parked vehicles [see Appendix "C" 2:4(a)]
  - (c) Availability of constables for towing vehicles to other streets with one tow truck [see Appendix "C" 2:4(b)]
  - (d) Availability/scheduling of tow trucks [see Appendix "C", 2.4(a)]

## **D10. TOTAL PERFORMANCE**

- D10.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D9.
- D10.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D10.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D12. JOB MEETINGS**

- D12.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

### **D13. PRE-AWARD MEETING**

- D13.1 Upon notice, the Bidder shall attend a pre-award meeting on a mutually satisfactory date within two weeks after the closing date to satisfy the Contract Administrator on the following considerations.
- (a) The proposed operational procedure for the execution of the Contract.
  - (b) Current status of equipment availability and evidence of readiness.
  - (c) Written authorization from the property owner(s) of non-public dump sites proposed to be used in these Works (see E 3.4).
  - (d) Work procedure impact on the applicability of Contractor licensing under The City of Winnipeg Streets By-Law No. 1481/77.

- (e) Procedural comprehension on the placement of Temporary Parking prohibition signs in accordance with Appendix "C" and D9.

#### **D14. WORK REPORTS**

- D14.1 The City will supply the Contractor with Work Report forms, which shall be fully and accurately completed in all applicable areas of the form. The original copy of the Work Report shall be delivered to the Contract Administrator immediately following the completion of each shift.
- D14.2 Failure to complete the Work Report properly or to include equipment on the Report not in accordance with E5 will delay the quality inspections (D17.1) subsequent to receipt of Work Report until any concerns are addressed and extend the inspection period therein proportionately.
- D14.3 All conditions, which create a hazard to the public, shall be identified as to location/type and reported to the Contract Administrator in the Work Report.
- D14.4 The Contractor shall report any damage resulting from the operations under "Comments" on the Work Report.

#### **D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D15.1 Further to GC.5.02, 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).

#### **MEASUREMENT AND PAYMENT**

##### **D16. PAYMENT SCHEDULE/PROGRESS PAYMENTS**

- D16.1 Further to GC.9.03, progress payments for Work completed shall be made in accordance with the following payment schedule:
  - (a) At the end of each Section completed; or,
  - (b) Where the Contract is awarded as a whole, the payment will be made at the completion of the East Area (Section B) and a 2<sup>nd</sup> payment after the completion of the remaining areas based on number of kilometres of Work satisfactorily completed on each item of Work listed on Form B: Prices accepted by the City as free or deficiencies.
- D16.2 The City will hold back five percent (5%) of each Progress Payment as holdback. These funds will be released forty (40) days after completion of the entire Contract and in accordance with E3.7 of this Contract regarding damages and clearances.

#### **WARRANTY**

##### **D17. WARRANTY/DEFICIENCIES**

- D17.1 Inspection of cleaning adequacy will be provided by the City on a shift by shift basis and deficiencies will be identified for correction and relayed to the Contractor, by the City, within six (6) hours after the receipt of the Work Report (see D14).
- D17.2 The Contractor shall respond immediately to all hazardous deficiencies relating to the Contract and within 24 hours to all non-hazardous deficiencies and correct them to the standard of cleaning identified in E3.1(b).

- D17.3 Failure to respond to deficiencies within the time frame as set out in D17.2 will give the City the option of rectifying said deficiencies and assessing the cost thereof against the payment to the Contractor. Any and all deficiencies remaining unsatisfactorily corrected shall render the total block invalid for payment purposes.
- D17.4 The Contract Administrator shall be the sole judge in what constitutes a hazardous/non-hazardous deficiency.