



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 144-2010**

**MECHANICAL DUST FREE SWEEPING OF SIDEWALKS IN THE NORTH AREA**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MECHANICAL DUST FREE SWEEPING OF SIDEWALKS IN THE NORTH AREA

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 18, 2010.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 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.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 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 B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

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

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a)
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 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.

B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

B9.1 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.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.3 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).

B9.4 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.

B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.



B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5;
- (e) costs to the City of administering multiple contracts.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(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 is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.4.2 Further to B13.1(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.

B13.5 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13 .

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of manual and mechanical dust free sweeping of sidewalks in the North Area.

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

- (a) Manual sweeping to push material to the center of the sidewalk.
- (b) Mechanically pick up material in a dust free manner to dispose of it.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Cleanup**" shall mean the removal of debris and abrasives by mechanical or other means, including manual scraping and sweeping, where necessary, to fully expose the paved surface and to provide the highest level of cleanliness possible;
- (b) "**Paved**" means surfaced with Portland Cement Concrete, asphaltic concrete, paving stone, paving block or any combination thereof;
- (c) "**Sidewalk**" shall mean any paved area between the face of curb at street pavement and the property line, or beyond, as hereinafter specified, and includes private approaches, lane approaches, bus stop pads and any other areas specified in Appendix "B" or elsewhere in this specification;
- (d) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

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

- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

### **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) 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 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.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the City 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 of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D8; and
  - (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 twenty-four (24) hours of notification by the Contract Administrator.

### **D10. TOTAL PERFORMANCE**

- D10.1 The Contractor shall achieve Total Performance within fifteen (15) 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) 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 damages 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. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D13.1 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).

**D14. SAFETY**

D14.1 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.

D14.2 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.

D14.3 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) 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;
- (e) The contractor shall be in possession of a current copy of the Manual of Temporary Traffic Control as a condition to award of contract. Manuals are available from:

Permits Clerk  
Customer Service Division  
107-1155 Pacific Avenue

- (f) The contractor shall supply all signs, cones, and other temporary traffic control devices necessary for the performance of his duties;
- (g) Where "Moving Worksite" alternatives are acceptable, vehicle placement shall conform with the required distance specifications;
- (h) No employee shall occupy the curb lane in performance of his or her duties without protection as required by the applicable situation of the Manual of Temporary Control or as otherwise directed by the City to enhance safety;
- (i) The contractor shall ensure that all personnel engaged in cleanup wear and utilize a disposable respirator with a N-95 classification, wear a reflectorized safety vest and wear safety boots;
- (j) Failure to meet acceptable safety standards may result in the closure of the Work Site until acceptable safety standards are met.

**D15. INSPECTION**

D15.1 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.

- D15.2 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.

## **MEASUREMENT AND PAYMENT**

### **D16. PAYMENT**

- D16.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D17. PAYMENT SCHEDULE**

- D17.1 Further to C11, payment for shall be in accordance with the following payment schedule:
- (a) payment will be made on the basis of the square metres of Work completed and accepted by the City as free of deficiencies.
  - (b) progress payments will be submitted for processing when approximately 50% of the Work is completed. Subsequent payments will be related to job performance. The final payment will be made within fourteen (14) days of total completion and acceptance of work.
  - (c) the City will hold back five percent (5%) of Progress Estimates as a damage/clearance deposit. These funds will be released forty days (40) after total completion and acceptance of work.

## **WARRANTY**

### **D18. WARRANTY**

- D18.1 Warranty is as stated in C12.



## **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:
  - Appendix A 2010 Spring Sidewalk Sweeping Area
  - Appendix B Typical Sweeping Diagram
  - Appendix C Mechanical Sidewalk Sweeping Inspection Standards
- E1.3 Bidders are reminded that requests for approval equal or an approved alternate shall be made in accordance with B5.
- E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. WORK**

- E2.1 The Work shall consist of the supply of all labour, materials, tools, equipment and supervision necessary for spring cleanup of sidewalks at various locations in the City of Winnipeg in accordance with applicable specifications.
- E2.2 At any public or private establishment where a paved apron or filler strip extends beyond the property line, and is not separated by a fence, curb, stone or other barrier, the Contractor shall clean up such paved area up to a width of 1.5 metres beyond the property line. Such areas are included in the estimated quantities in Appendix "A".
- E2.3 No equipment shall travel on the bridge sidewalks listed as excluded in Appendix "A".
- E2.4 The interiors of Transit shelters are excluded from this Contract.
- E2.5 Where large amounts of mud have accumulated on a sidewalk as a direct result of water main breaks and/or repairs, the City will endeavour to remove excessive amounts in advance of sidewalk sweeping as may be reasonably attained using a front-end loader or similar device subject to E4.
- E2.6 The sidewalks included in this Contract are identified in Appendix "A". The total area shown in square metres may change in the event of minor additions or deletions.
- E2.7 If, after a successful cleanup, adverse weather results in the requirement of another cleanup operation, the Contractor shall repeat cleanup as instructed by the Contract Administrator. Payment will be at the same unit price as initial cleanup.
- E2.8 Commencement will be at the discretion of the Contract Administrator subject to suitable weather conditions.
- E2.9 Where overnight temperatures are not favourable for night time operations, the City, at its sole discretion, may require the Work to proceed during the daytime until temperatures improve.
- E2.10 The Contractor shall establish a suitable routing system designed to provide reasonable continuity and expediency in completing Work on a street-by-street basis. The routing shall take into consideration any priorities designated by the City.

- E2.11 In designing a routing system, the Contractor shall take into consideration the need for a contingency plan in the event that conditions (i.e. temporary inaccessibility or residual ice, etc.) may temporarily render a limited portion or one complete side of a street unsuitable for sweeping until a later date. The contingency plan shall provide for that portion affected to be swept at the earliest possible date.
- E2.12 The Contractor shall accommodate reasonable alterations in the routine or scheduling that the City may deem necessary or desirable due to unforeseen circumstances and consideration for the public. The Contractor shall submit his routing system to the City for review at the earliest possible date after the pre-commencement meeting, and prior to the commencement of Work.
- The following sidewalks shall be swept first:
- (a) Main Street (Portage – Sutherland)
  - (b) Main Street (Broadway - Assiniboine)
  - (c) Queen Elizabeth Way (Assiniboine – Lyndale)
  - (d) Portage Avenue (Balmoral - Ferry)
  - (e) Pioneer (Waterfront – Main)
  - (f) Water (Main – Waterfront)
  - (g) Provencher Bridge (Waterfront – Tache)
  - (h) Esplanade Riel (Waterfront – Tache)
- E2.13 All work is to be completed within fifteen (15) working days from the start up date except as follows:
- (a) Adjustments made for inclement weather; or,
  - (b) Other extensions as may be granted by the Contract Administrator
- E2.14 The Contractor may work at any time of the day or night except as follows:
- (a) Within one block in any direction from a schoolyard or hospital, cleanup shall not take place between 08:00 hours and 16:30 hours, Monday to Friday, inclusive, without a specific waiver from the Contract Administrator.
- E2.15 The Contractor shall not occupy the curb lane from 07:00 to 09:00 hours and 15:30 to 17:30 hours where posted.

### **E3. CLEANUP**

- E3.1 The Contractor shall manually sweep around poles, light standards, hydrants, around and under benches, mail boxes, newspaper stands and in front of buildings to provide a high level of cleanliness.
- E3.2 The City will be the sole judge of the quality standard relating to the level of cleanliness, as per Appendix "C".
- E3.3 The Contractor shall not sweep or scrape material off the sidewalks and into gutters. The Contractor shall immediately remove any material inadvertently left in the gutters as the result of either manual sweeping or machine dumping operations.
- E3.4 Where the Contractor elects to mechanically pre-scrape full-width sidewalks, mechanical scraping shall not take place within 0.3 metres of the face of curb to prevent excessive amounts of material being deposited in the gutter. The Contractor shall give notice to the Contract Administrator of the time and location of the pre-scrape operation.
- E3.5 The Contractor shall remove all materials from the gutter at the sidewalk ends to the satisfaction of the Contract Administrator.

- E3.6 All dirt, garbage or rubbish collected during a shift shall be disposed of by the end of the shift. Streets utilized for temporary storage of materials must be signed in strict conformance with E9 and shall not be left overnight. Non-conformance may result in removal by the City at the Contractor's cost. It is mandatory that the contractor shall dispose of accumulated material and have it stock piled at the designated location at the Brady Landfill. No tipping fees shall apply.
- E3.7 Further to E3.6, the Contractor may, with the approval of the Contract Administrator, temporarily stockpile the material on private property. The Contractor shall then haul this material to the Brady Landfill.
- E3.8 The Contractor shall remove all paper and plastic products from the debris/abrasives, to the satisfaction of the Contract Administrator, before disposing of the debris at the Brady Landfill. The Contractor shall then dispose of the paper and plastic products at a landfill site.

#### **E4. CONTRACTOR'S RESPONSIBILITIES**

- E4.1 The Contractor shall become familiar with the locations, extent and purpose of the proposed Work, and shall determine the actual conditions and requirements of the Work.
- E4.1.1 Where the Contractor finds an existing situation as noted in E2.5 he shall notify the Contract Administrator and allow a minimum of 48 hours in his work schedule for the City to rectify such a condition.
- E4.2 The Contractor shall have a qualified supervisor on duty at all times with each crew. This individual may be a working member of the crew; however, he/she must have full authority to direct other personnel and shall be responsible for the quality of Work, safety procedures and adherence to all regulations pertaining to the performance of the Contract.

#### **E5. EQUIPMENT**

- E5.1 Power sweeping equipment shall be of the mechanical-vacuum type or other suitable dust free operation acceptable to the Contract Administrator.
- E5.2 Dump trucks using the curb lane for loading of sweepings must be equipped in accordance with the latest edition of the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets.
- E5.3 All vehicles shall be equipped in accordance with the Highway Traffic Act, shall be in good working order and shall include the following:
- (a) at least two (2) headlights,
  - (b) brake lights at rear (where applicable), and
  - (c) at least one (1) oscillating amber light on special mobile machines (where applicable).
- E5.4 All equipment shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of 100mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine.
- E5.5 All equipment listed shall be made available for inspection by the Contract Administrator prior to the award of the contract. The inspection may include a demonstration that the equipment:
- (a) operates in a dust free manner, and
  - (b) provides a high degree of sidewalk cleanliness acceptable to the Contract Administrator.
- E5.6 Power sweepers shall be used on bridges and subways within the contract limits other than those specified in Appendix "A".

Only if:

- (a) Maximum Width (Frame) = 1.37 m (54")  
Maximum Empty Weight = 1110 kg (2450 lbs.)  
Maximum Loaded Capacity = 1565 kg (3450 lbs.)
- (b) Operation on bridge sidewalk causes no damage to bridge sidewalk, railing, parapet or barrier.

**E6. WORK REPORTS**

- E6.1 The City will supply the Contractor with Daily Work Report forms. A copy of the completed Work Report shall be faxed to the Streets Maintenance Division (Fax # 986-5566).

**E7. DEFICIENCIES**

- E7.1 The Contractor must respond to all deficiencies within twenty-four (24) hours of being notified. Failure to respond will give the City the option of rectifying the deficiencies and deducting the cost of the work from the payment to the Contractor.
- E7.2 Failure to remove/dispose of debris and abrasives to a proper disposal site will be considered to be a deficiency and may be dealt with as previously stated in E7.1.

## APPENDIX "A"

### 2010 SPRING SIDEWALK SWEEPING AREA (all measurements are in square metres)

The following figures may be subject to change due to minor additions, deletions or as other circumstances may dictate:

STREET	FROM	TO	REGIONAL	LOCAL
Adelaide	Notre Dame	Elgin		2328
Albert	Bannatyne	Notre Dame		2407
Alexander	Disraeli	Waterfront		1783
Alexander	Princess	Main		981
Amy	Rupert	James		151
Arthur	Bannatyne	Notre Dame		1762
Austin	Higgins	Henry		762
Balmoral	St. Mary	Ellice		2753
Balmoral	Ellice	Notre Dame	4292	
Bannatyne	Waterfront	Hargrave		4037
Bertha	James	Market		409
Broadway	Portage	Osborne	5871	
Carlton	Notre Dame	Ellice	1648	
Cooper	Colony	Osborne		185
Cumberland	Donald	Balmoral	3707	
Deacon	Kennedy	40m W of Kennedy		128
Disraeli	Main	Martha	496	
Donald	Notre Dame	Ellice	2309	
Donald	Broadway	Hargrave Pl	648	
Edmonton	Notre Dame	Ellice		2863
Elgin	Adelaide	Princess		851
Ellice	Balmoral	RRX W. Empress	15514	
Esplanade Riel	Traffic lights E of Waterfront	Tache	3515	
Furby	Portage	76m South of Portage		490
Good	Portage	St. Mary		960
Hargrave	Portage	Ellice	3598	
Hargrave Pl	Donald	Smith	80	
Henry	Princess	Disraeli		1270
Higgins	Princess	Main	1318	
James	Lily	Waterfront		871
James	Princess	Main	1314	
John Hirsch Pl	West Limit	East Limit		750
Kennedy	Ellice	Cumberland	2663	
King	Notre Dame	Higgins	7414	
Langside	Portage	Broadway		1717
Lily	Market	Henry		2117
Logan	Main	Disraeli	872	
Lombard Ave	Waterfront Dr	Main St	3650	
Main St	Portage	Sutherland	12781	
Main St	Assiniboine Ave	Broadway	2289	
Maple	Higgins	Henry		865

## APPENDIX "A"

### 2010 SPRING SIDEWALK SWEEPING AREA – (Cont'd.)

Market	Main	Bertha		2060
Martha	Henry	Rupert		1586
McDermot	Waterfront	Hargrave	3967	
Mill St	Lombard	S. End		60
Navy Way	Assiniboine	Smith		637
Notre Dame	Portage	Lipton	18727	
Osborne	St. Mary	Assiniboine	3723	
Pacific	Waterfront	Princess	2797	
Pioneer	Waterfront	Main	3933	
Portage	Colony	Ferry	43695	
Portage E	Westbrook	Main St	1460	
Princess	Notre Dame	Higgins	6559	
Provencher Bridge	Traffic lights E of Waterfront	Tache	1572	
Quappelle	Hargrave	Lane W of Carlton		1143
Quappelle	Edmonton	Balmoral		1354
Queen Elizabeth Way	Assiniboine Ave	Lyndale Dr.	8428	
Rorie	Lombard	Market		1940
Rupert	Princess	Amy		2750
Sargent	Edmonton	RRX W. Empress	16832	
Sherbrook	Portage	74m South of Portage	497	
Ship	Bannatyne	McDermot		147
Smith	N. Limit of Midtown bridge	Broadway	578	
Smith	Ellice	Notre Dame	632	
Spence	Ellice	Portage		1614
Spence BUS LANE	Young	Spence		306
St. Mary	Colony	Portage	1308	
Water	Main	Waterfront	3567	
Waterfront Dr	Pacific	York	5306	
Wesley St	Main St	E. End		71
Westbrook	Water	Lombard	1592	
William	Main	Adelaide	1653	
York	Memorial	Colony	669	
York	Waterfront Dr.	Main St.	1004	
Young	Ellice	Portage		828

	<b>Regional</b>	<b>Local</b>
<b>TOTAL</b>	<b>202,478</b>	<b>44,936</b>

	<b>Grand Total</b>	<b>247,414</b>
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## **APPENDIX “A”**

### **2010 SPRING SIDEWALK SWEEPING AREA - (Cont'd)**

Prioritization of the sweeping of sidewalks in this schedule of streets shall be subject to the City's approval.

1. Specific bridge decks to be excluded:

-Midtown Bridge Decks are excluded, but ramps are included.

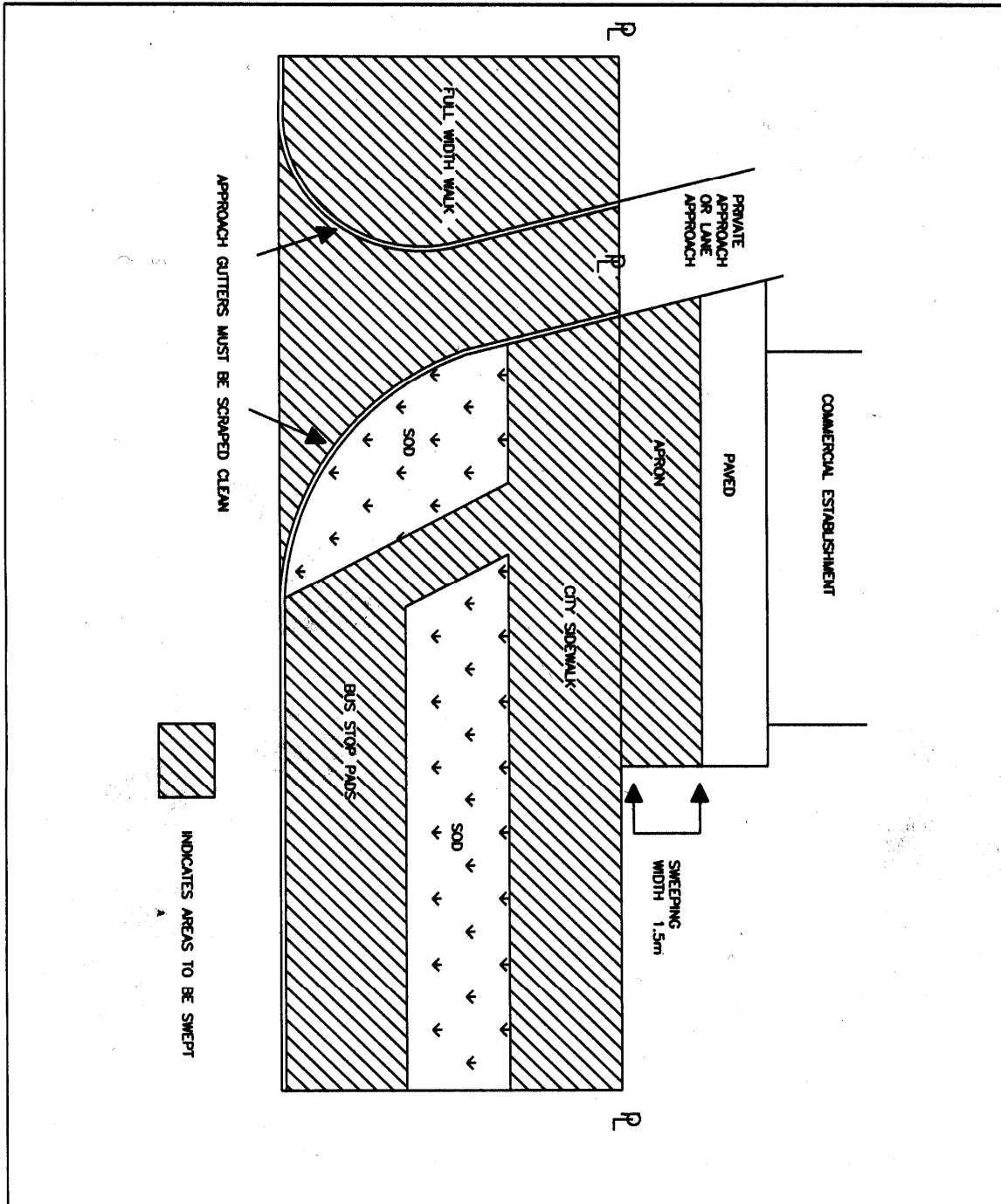
2. Time Limits: All work described above is to be completed within **15** working days from start up date except as follows:

- (a) Adjustments made for inclement weather, or
- (b) Other extensions as may be granted by the Contract Administrator.

To complete the contract within 15 working days, the average daily accomplishment should be 17,000 m<sup>2</sup>.

## APPENDIX "B"

### TYPICAL SWEEPING DIAGRAM



<p style="margin: 0;">THE CITY OF WINNIPEG          PUBLIC WORKS DEPARTMENT          ENGINEERING DIVISION          TECHNOLOGY SERVICES BRANCH          106 - 1188 PACIFIC AVE</p>	<h2 style="margin: 0;">APPENDIX "B"</h2> <h3 style="margin: 0;">TYPICAL SWEEPING DIAGRAM</h3>	DATE:	DRAWING NO.
		01-02-01	01
		DRAWN BY:	SCALE:
		T.W.D.	N.T.S



## **APPENDIX “C”**

### **MECHANICAL SIDEWALK SWEEPING INSPECTION STANDARDS**

#### OBJECTIVE

To provide a high standard of cleanliness on those Streets that have a high public profile due to large volumes of pedestrian traffic and are highly visible to the tourist traffic.

#### QUALITY OF WORKMANSHIP

A high standard of work is essential to achieve the above-mentioned objective. Therefore, the following quality standards will be applied by way of a field inspection on a block-by-block basis.

#### QUALITY STANDARDS

1. RESIDUAL FINES: Is the amount of dust or fine material left behind. These are to be kept to a minimum.
2. TAILINGS: Occasionally, when a machine is not functioning efficiently, a small trail of granular material is left behind and must be removed.

Placing one hand labourer behind the operation as a clean up man helps to rectify this problem.

3. SCRAPING: All areas of hard packed mud and granular material must be scraped loose. The only exception is where large quantities of mud, due to a watermain break, result in an excessive situation, in which case, the Inspector will arrange to have the Waterworks people remove the heavy material from these areas so that no more than one inch (1") remains. The balance is to be removed by the Contractor.
4. APPURTENANCES: (Under and/or around benches, newspaper and mail boxes, poles and to include level doorways)

Where possible, moveable appurtenances should be shifted to ensure that all material around and under items have been removed.

5. GUTTERS: All material from sidewalk (and curbs where applicable) is to be cleaned up and removed by the Contractor. Anything in excess of 10 mm of material which goes into the gutter as the result of scraping and hand labour operations, is to be removed by the Contractor. It is advisable, therefore, to instruct all personnel to scrape and hand sweep this material in towards the sidewalk to minimize this problem. The only alternative is to make a pass along the gutter on completion of the walk.

Either of the above alternatives may result in the need to utilize the curb lane, in which case, short term signing in accordance with the City of Winnipeg, Manual of Temporary Traffic Control must be adhered to. All foremen/lead hands are to be made familiar with this manual in the event of its need for implementation.

**Failure to meet these standards will require spot locations or entire streets/sidewalks to be swept again within 24 hours.**