



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 208-2010

**YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF
WINNIPEG**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 6, 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 Contract;
 - (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 Contract.
- 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 B14.
- 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 B14.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond
- (d) Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft.

- 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, 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 B14.1(a).
- B6.6 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Bids 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.

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 and the corporate seal, if the corporation has one, should be affixed;
- (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.

B7.5 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.

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

B10.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least fifty percent (50%) of the Total Annual Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least fifty percent (50%) of the Total Annual Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Annual Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Annual Bid Price submitted.

B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Annual 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>

B11.3 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>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

B13. WITHDRAWAL OF BIDS

B13.1 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.

B13.1.1 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.

B13.1.2 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.

B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

- B14.1 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 Annual Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(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.
- B14.4 Further to B14.1(c), the Total Annual Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices .
- B14.4.1 If there is any discrepancy between the Total Annual Bid Price written in figures, the Total Annual Bid Price written in words and the sum of the quantities multiplied by the unit prices, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(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.
- B14.5 This Contract may be awarded as
- (a) Alternative A – Spring and Fall Program – Yard Waste Collection from approximately 43,000 locations on a bi-weekly basis for 2 months (May and October); or
 - (b) Alternative B – Seven Month Program – Yard Waste Collection from approximately 43,000 locations on a bi-weekly basis for 7 months (May to November).

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.

- B15.3 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 B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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

C19. GENERAL CONDITIONS

- C19.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C19.1.1 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
- C19.2 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 include the collection of all yard waste generated from approximately 43,000 locations in the Northwest area of Winnipeg, delivered to Brady Road Landfill Compost Site for:

- (a) Alternative A - a period of a total of two (2) months, which may be May and October 2010;
or
- (b) Alternative B - from April 26, 2010 until November 30, 2010.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Yard waste**" means grass clippings, leaves, plants, flowers, tree/hedge prunings, small branches (no longer than 1 metre (3 feet) in length and 100mm (4 inches) in diameter).
- (c) "**Collection container**" means a reusable container (e.g., plastic tubs, metal or plastic garbage cans), or Certified Compostable Bag, weighing no more than 34 kgs (including container and contents).
- (d) "**Certified Compostable Bags**" means any bag with the Biodegradable Products Institute (BPI) or the COMPOSTABLE logos, weighing no more than 34 kgs (including container and contents).
- (e) "**Location**" means a pickup site situated at any premise, deemed by the Contract Administrator, to be included in the program.
- (f) "**Walk-Up Service**" means the Contractor must collect the yard waste from within 2 metres of the customers' front or back door on their premises, and return the re-usable collection container to the set-out location after emptying the yard waste.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Randy Park, C.E.T.
Supervisor of Waste Diversion
109-1199 Pacific Ave.
Winnipeg MB R3E 3S8

Telephone No. (204) 986-6806
Facsimile No. (204) 774-6729
Email: rpark@winnipeg.ca

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his 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 five million dollars (\$5,000,000.00) 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 five million dollars (\$5,000,000.00) 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 Contract Administrator with a certified true copy or a certificate of insurance of each policy at least fourteen (14) 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 thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 The Contractor shall provide and maintain performance security until one (1) month from the total performance of the Contract in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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
 - (iv) the performance security specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D11.1 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).

D12. SAFETY

D12.1 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.

D12.2 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.

- D12.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D13. PAYMENT

- D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D13.2 Payments will be made for the Walk-Up Service category defined on Form B: Prices:
- (a) For Alternative A: Spring and Fall Program – for each location designated for Walk-Up Service at the unit price per month for each location, for two (2) months.
 - (b) For Alternative B: Seven Month Program – for each location designated for Walk-Up Service at the unit price per month for each location, for seven (7) months.
- D13.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

- D14.1 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) Payments to the Contractor for collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in the Form B: Prices.
 - (b) The Contractor will be allowed a thirty (30) day period after any payment certificate is initiated by the Contract Administrator for objection to the quantities therein, with such statement of objection, in writing, to be accompanied by a location pickup list showing the Contractor's quantity considerations. The decision of the Contract Administrator will be final following a review of such objection.

FORM H1: PERFORMANCE BOND
(See D9.1)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____.)

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

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

BID OPPORTUNITY NO. 208-2010

YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D9.1)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 208-2010

YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
WW-CC-01W	Front Street and Back Lane Collection Locations
G-SW-RE-0002-01	Collection Pickup by Day Cycle.

E2. COLLECTION OF YARD WASTE

E2.1 The Work to be done under the Collection Contract shall consist of supplying all the necessary labour, tools, plant, and equipment to perform the Work in accordance with the Contract including, but not limited to:

- (a) Collection of yard waste from approximately 43,000 locations on a frequency in accordance with the collection schedule as shown in E5.2 and 0;
- (b) Attaching non-compliance notices to yard waste containers where residents have not met the requirements of the program;
- (c) Delivery of collected yard waste to the Compost Site at Brady Road Landfill;
- (d) Providing remedial services and forwarding required information to the Contract Administrator;
- (e) Providing walk-up service to locations as directed by the Contract Administrator.

E3. CONTRACT QUANTITIES

E3.1 The tonnage is approximate only and is to be used only for purposes of comparison of bid submissions.

E3.2 In the event the yard waste tonnages increase, either through an increase in the number of locations to be serviced, an increase in the amount of yard waste in the waste stream or an increase in the participation rate, the Contractor shall be paid for the additional tonnes in the amount of the unit price bid on Form B: Prices.

E3.3 The following table shall be used as a reference for the number of locations (stops) per collection day.

Day Cycle	Total Locations
1-A	5,387
1-B	5,398
2-A	5,046
2-B	3,923
3-A	3,917
3-B	3,889
4-A	4,492

4-B	4,192
5-A	4,536
5-B	2,046
Total	42,826

E3.4 The following table is the estimated monthly tonnage for the Contract area for Alternative A: Spring and Fall Program:

Month	Tonnes
May 2010	2,900
October 2010	2,100

E3.5 The following table is the estimated monthly tonnage for the Contract area for Alternative B: Seven Month Program:

Month	Tonnes
May 2010	2,500
June 2010	1,600
July 2010	1,200
August 2010	1,100
September 2010	1,200
October 2010	1,400
November 2010	400

E4. MEASUREMENT AND PAYMENT

E4.1 Collection of yard waste will be paid on unit basis per metric tonne delivered to the Compost Site at Brady Road Landfill. Measurement will be based on weights recorded on actual scale tickets issued by the scale at Brady Road Landfill.

E5. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION

E5.1 Days of Collection

- (a) Collection dates for yard waste collection for Alternative A: Spring and Fall Program are indicated in E5.2.
- (b) Collection dates for yard waste collection for Alternative B: Seven Month Program are indicated in 0.

E5.2 Alternative A: Spring And Fall Collection Schedule:

Map Areas	Collection Dates
------------------	-------------------------

	May	Oct
1-A	3,17	1,18
1-B	10,25	8,25
2-A	4,18	4,19
2-B	11,26	12,26
3-A	5,19	5,20
3-B	12,27	13,27
4-A	6,20	6,21
4-B	13,28	14,28
5-A	7,21	7,22
5-B	14,31	15,29

E5.3 Alternative B: Seven Month Collection Schedule:

Map Areas	Collection Dates						
	May	Jun	Jul	Aug	Sept	Oct	Nov
1-A	3,17	1,15,29	14,28	12,26	10,24	8,25	8
1-B	10,25	8,22	7,21	5,19	2,17	1,18	1
2-A	4,18	2,16,30	15,29	13,27	13,27	12,26	9
2-B	11,26	9,23	8,22	6,20	3,20	4,19	2
3-A	5,19	3,17	2,16,30	16,30	14,28	13,27	10
3-B	12,27	10,24	9,23	9,23	7,21	5,20	3
4-A	6,20	4,18	5,19	3,17,31	15,29	14,28	12
4-B	13,28	11,25	12,26	10,24	8,22	6,21	4
5-A	7,21	7,21	6,20	4,18	1,16,30	15,29	15
5-B	14,31	14,28	13,27	11,25	9,23	7,22	5

E5.4 Further E5.2, the Contract Administrator reserves the right to add one additional collection in all collection areas in June and one additional collection in all collection areas in November. Payment for all Work will be based on the unit prices as indicated on Form B: Prices and no additional payments will be made for any such Work.

- E5.5 Further 0, the Contract Administrator reserves the right to add one additional collection in all collection areas in November. Payment for all Work will be based on the unit prices as indicated on Form B: Prices and no additional payments will be made for any such Work.
- E5.6 The hours of collection shall be between 7:00 a.m. and 8:00 p.m., except in the cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of collection accordingly, provided that any deviation from the schedule is reported to the Contract Administrator by the Contractor immediately or as may be required elsewhere in this Contract. In any event however, the Contractor will not start earlier than 7:00 a.m. nor carry out collections past 10:00 p.m.
- E5.7 The Contractor shall provide a schedule of collection routes including the starting points of each piece of equipment to be used on each collection day for each route, no later than two weeks prior to the commencement of the Work of this Contract. This schedule is subject to the approval of the Contract Administrator.

E6. COLLECTION AREAS

- E6.1 The placement of yard waste at each location will be in the same place as garbage.
- E6.2 The collection areas are indicated in E1.2.

E7. COLLECTION IMPLEMENTATION PLAN

- E7.1 The Contractor shall submit to the Contract Administrator, a plan related to the effective implementation of the Contract, within fourteen (14) Calendar Days after receiving the letter of intent. As a minimum, the following items are to be included in the implementation plan:
- (a) Staffing details (e.g. number of vehicles, number of staff etc.)
 - (b) Procedures for orientation of collection personnel including route familiarization, public relations, safety and customer service training and coordination/cooperation with City staff.

E8. COLLECTION VEHICLES

- E8.1 General
- (a) The Contractor shall ensure that all collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
 - (b) Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract. Each collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to facilitate cleaning up any debris that may have been dropped or spilled by the Contractor. The Contractor shall be responsible for any spillage that may be discharged from the collection vehicle.
 - (c) The collection fleet shall include vehicles capable of providing service to all front streets, back lanes, and access roads according to the collection areas provided in Appendix A.
 - (d) The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each collection vehicle in a manner and position acceptable to the Contract Administrator.
 - (e) Notwithstanding any other legislation or regulation, the Contractor shall keep the collection vehicle in a clean and presentable condition and free from any visible rust and damage.

E9. METHOD OF COLLECTION

E9.1 General

- (a) The Contractor shall collect all yard waste placed out for collection. In the event that a dispute about what is and is not yard waste material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.
- (b) The Contractor shall return emptied reusable collection containers to the same location situated prior to pick-up.
- (c) The Contractor shall not damage, misuse or permanently remove any reusable collection containers. Should the reusable collection container suffer damage or total loss resulting from unreasonable use by the contractor, as determined at the sole discretion of the Contract Administrator, the Contractor will repair or replace the reusable collection container. The Contractor must report any damage to, or removal of reusable collection containers to the Contract Administrator. All costs associated with the repair, the supply and delivery of replacement containers will be borne by the Contractor.
- (d) The Contractor shall collect and remove any and all materials that may have been spilled during collection. The cleanup of any spillage will be considered, as incidental to the Contract and no additional payments will be made for any such work.
- (e) Further to E8.1(d), the Contract Administrator reserves the right to authorize or undertake the cleanup, should the contractor, in the opinion of the Contract Administrator, fail to satisfactorily clean up the spillage. All costs incurred by the Contract Administrator for said work will be charged to the Contractor.
- (f) The Contractor shall not collect any yard waste that is placed in unacceptable containers (i.e. regular plastic bags) notwithstanding E9.2, or bagged and/or loose garbage. Contractor will affix a non-compliance notice to the collection containers in the event that participants do not set out yard waste in acceptable collection containers or the participants set out garbage.
- (g) Failure to leave a non-compliance notice in the appropriate situation may result in the pick-up being declared a "service deficiency" under E13.
- (h) The non-compliance notice shall be supplied by the City.
- (i) Where the Contractor receives notice of a missed area, street or partial street, and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out such collections. All costs associated with such collections will be charged to the Contractor.
- (j) In carrying out of the work, or any portion thereof, the safety and convenience of the public must always be specifically considered and provided for by the Contractor. The Contractor must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the opinion of the Contract Administrator.
- (k) Yard Waste from any establishment other than those serviced by this Contract will not be allowed to be collected along with the yard waste generated from this Contract unless approved in writing by the Contract Administrator.
- (l) The Contractor will deliver all loads to the Compost Site at the Brady Road Landfill Site located approximately one mile south of the Perimeter Highway (P.T.H. #100) on Brady Road. The hours of operation of this landfill site are currently as follows (but are subject to change):

(a) Weekdays	05:30 to 20:00
(b) Weekdays (Nov 1-April 1)	06:00 to 18:00
(b) Saturdays	09:00 to 17:00
(c) Sundays and Holidays	09:00 to 17:00

- (m) The Contractor shall weigh in and weigh out every load at the scale at the Brady Road Landfill. The Contractor shall be required to obtain weigh tickets for every load.
- (n) If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service.

E9.2 Further to E5.1(a), Spring and Fall Program

- (a) Further to E9.1(f) and E5.4, in the month of May, the contractor shall pick up all yard waste as identified under D3, including yard waste contained in non-compostable bags (i.e. regular plastic bags) not exceeding 34 kgs.
- (b) Further to E9.2(a), the Contractor shall pick-up all non-compostable bags at each location, except for one bag. A non-compliance tag shall be attached to the remaining bag.

E9.3 Walk-Up Service

- (a) At those premises designated by the Contract Administrator, the Contractor shall provide Walk-Up Service to collect the yard waste collection container from a location adjacent to the house. This service is applicable only to specifically approved premises (either served by a back lane or front street) designated by the Contract Administrator.
- (b) The Contract Administrator will provide and maintain the Walk-Up Address Service List, and reserves the right to add, delete, or delete all premises.

E10. INSPECTION

- E10.1** Periodic inspections of the Contract area, including vehicle inspections and contents therein contained, may be made by the Contract Administrator to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the work is being performed satisfactorily.

E11. COMMUNICATIONS REQUIREMENTS

- E11.1** The Contractor shall maintain an office, equipped with a phone and facsimile machine and staffed by a competent person, open from 8:00 a.m. to 4:30 p.m., not including Saturdays, Sundays and statutory holidays.
- E11.2** The Contractor shall have a qualified field supervisor, dedicated to this Work only, on duty throughout all hours of the performance of these Works, and they must be equipped with a cellular telephone so as to ensure a constant ability to be contacted by the City and to enable a courteous, speedy, and efficient response to all service deficiencies.
- E11.3** The Contractor shall submit to the Contract Administrator a prioritized listing of the Contractor's staff that can be contacted after the office hours noted above if required. The Contractor shall ensure that this listing is current by providing the Contract Administrator with an updated listing whenever changes to staff contacts occur.
- E11.4** Should the City be unable to contact the Contractor to respond to service deficiency concerns, the City will immediately address the deficiency in service and the associated costs shall be charged to the Contractor as liquidated damages.

E12. DISMISSAL OF EMPLOYEES

- E12.1 In addition to C5 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the collection process for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
 - (c) Solicitation of gratuities or tips from the public for services performed under this Contract;
 - (d) The refusal to collect and/or handle yard waste placed out for pick-up in accordance with this Contract;
 - (e) The wanton or malicious damage or destruction of containers and/or receptacles;
 - (f) The wanton or malicious scattering or spilling of yard waste;
 - (g) The provision of services by staff who are clothed in a manner that is clearly of an unacceptable public standard; or
 - (h) The scavenging or removal from the disposal stream of material placed out for collection (in violation of Paragraph 13 of the Solid Waste By-law 1340/76).

E13. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN

- E13.1 If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. Such supplementary support resources will continue at the Contractor's expense until the Contract Administrator is advised of a satisfactory plan of action to correct the referenced performance deficiency or until other remedy as provided in the Contract is invoked.
- E13.2 The Contractor shall immediately notify the Contract Administrator or Designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service. Should the City not be advised, the associated uncollected locations may be deemed an area omission under E13 following and subject to the performance deficiency remedies contained therein.
- E13.3 Where isolated groups of premises such as bays or street sections have erroneously been missed in a collection operation, the following shall occur. Where the Contractor receives notice of a missed sector or sectors and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out such collections at the Contractor's cost, and such costs will be deducted from subsequent progress payments. The correction of such missed collections will not relieve the Contractor of the Schedule obligations of E6.

E14. SERVICE STANDARDS

- E14.1 The City of Winnipeg uses the 311 Call Centre and tracks service deficiencies and other requests from its customers. Every communication to 311 generates a service request. Service requests for this contract are categorized into three main categories:
- (a) Missed Collection -Service Deficiency;
 - (b) Missed Collection –Same Day Miss;

(c) Miscellaneous.

- E14.2 Missed Collection-Service deficiencies are typically, but not limited to, instances of:
- (a) Missed collection;
 - (b) Misplaced or damaged collection container;
 - (c) Spillage;
 - (d) Dangerous driving;
 - (e) Profanity;
 - (f) Damage to private or public property;
 - (g) Excess noise; and
 - (h) Providing service outside of the hours stated in E5.6 without prior consent from the Contract Administrator.
- E14.3 A call to 311 regarding missed collection that is received prior to 6 p.m. on the same day as the scheduled collection is not a service deficiency.
- E14.4 Discretion will be applied by the Contract Administrator in cases where there are circumstances beyond the control of the Contractor such as high winds. This discretion will only be applied in a limited number of cases.
- E14.5 The Contract Administrator shall provide the Contractor a copy of every service request. The copy will be forwarded via facsimile or electronic mail to the Contractor's office. The Contractor will be required to complete the work order and remit the results to the City via facsimile or electronic mail, in order to complete the service request.
- E14.6 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a penalty of \$75.00 per occurrence.
- E14.7 Service shall be extended to all new or additional residents immediately when directed by the Contract Administrator.
- E15. IMPASSABLE ROADWAYS**
- E15.1 The yard waste shall be collected under all weather conditions, with the exception of impassable roadways due to an act of God (such as a flood or an exceptionally heavy snowfall) which temporarily prevents the performance of the Works of the Contract.
- E15.2 The following are considered temporary obstructions and not impassable roadways. Some examples are but not limited to; emergency, service or other vehicles parked in traffic lanes, construction sites indicated with local access only signs and the like, and/or collection containers.
- E15.3 If the Contractor encounters an impassable roadway or temporary obstruction, they must notify the Contract Administrator immediately.
- E15.4 In the event that the roadway is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of removing the yard waste affected by the obstruction and the Contractor shall remove the yard waste agreed to by the next working day. Payment for the additional work involved in the collection of the yard waste removed in this manner will be made as extra work under this Contract. The extra work entitlement shall be only that work which is required by the Contractor to remove the yard waste from the impassable roadway to a point where it can be picked up by the Contractor at the nearest passable roadway. No extra work is to be carried out until a payment amount is agreed upon by the Contractor and Contract Administrator.

E15.5 However, even in roadways declared impassable, areas or parts of areas that are able to be collected shall be serviced. Service may be temporarily postponed only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.

E15.6 In the event that the roadway is declared by the Contract Administrator not to be impassable, the Contractor shall return the same day by 6 p.m. where the temporary obstruction was encountered and service the location(s). If the obstruction remains after 6 p.m. the Contractor shall return and collect the yard waste first thing the next day. If the roadway remains obstructed, the Contractor will immediately notify the Contract Administrator.

E15.7 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain collections altogether, no payments will be made, even though the yard waste are generated and shall be picked up on subsequent collections.

E16. DISPOSAL CHARGES

E16.1 The Contractor shall not be charged for disposal of yard waste collected under the terms of this Contract at the designated Compost Site.

E16.2 In the opinion of the Contract Administrator, should the Contractor deliver excess unwanted material, the Contract Administrator has the right to direct the Contractor to remove the unwanted material from the Compost Site, and dispose of it in the designated disposal Site. The Contractor will be responsible for all costs associated with the removal, transport and placement of said material including current Landfill Disposal charges. In the event that a dispute about what is unwanted material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.