



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 66-2017**

**MECHANICAL DUST FREE CLEARING ON A PORTION OF THE ROADWAY  
SYSTEM IN THE NORTH AREA, EAST AREA AND SOUTH AREA**

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## **PART B BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MECHANICAL DUST FREE CLEARING ON A PORTION OF THE ROADWAY SYSTEM IN THE NORTH AREA, EAST AREA AND SOUTH AREA

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 10, 2017.

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. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

- B5.1 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.
- B5.2 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.
- B5.2.1 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>
- B5.2.2 The Bidder is responsible for ensuring that he/she 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.
- B5.3 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.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B15.
- B6.9 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B15.1(a)
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 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
- B7.7.1 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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/her 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/her 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 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.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.2 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.
- B9.3 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) n/a

**B11. QUALIFICATION**

B11.1 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.

B11.2 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>

B11.3 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);

B11.4 Further to B11.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>).

B11.5 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.



B11.6 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bid Submissions will not be opened publicly.

B12.2 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/>

B12.3 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/>

B12.4 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.

## **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

## **B14. WITHDRAWAL OF BIDS**

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

- B15.1 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 B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6;
  - (e) costs to the City of administering multiple contracts.
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(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.
- B15.4.1 Further to B15.1(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.
- B15.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B15.5.2 Notwithstanding B16.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

## **B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.

- B16.3 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 B15 .
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), 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 Mechanical Dust Free Cleaning on a Portion of the Roadway System in the North Area, East Area and South Area.

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

- (a) Signing for temporary Parking Prohibition normally between 17:00 to 21:00 on weekdays;
- (b) Mechanical Streets Sweeping normally between 09:00 to 17:00 on weekdays; and
- (c) Disposal of collected Debris.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Adverse Weather conditions**" means any weather condition, i.e. cold temperature, rain, snow, strong winds, which may cause or result in street conditions requiring cleaning over and above normal accumulation of debris prior to acceptance of the Work by the City;
- (b) "**Block**" means the length of roadway from centre line of an intersecting roadway to the centre line of the next closest intersecting roadway;
- (c) "**Boulevard**" means the area between the street right-of-way and the nearest edge of a roadway and/or the area separating the roadways or a divided highway;
- (d) "**Debris**" means for the purposes of this Contract, shall include all dirt, garbage and rubbish;
- (e) "**Dirt**" means natural soil, earth, sand and stone;
- (f) "**Garbage**" means animal and vegetable waste, including food packaging materials with residual food materials, resulting from the handling, preparation, cooking and serving of foods in households, institutions and commercial concerns and market wastes resulting from the handling, storage and selling of foods in wholesale and retail stores and markets;
- (g) "**Kilometer**" means one (1) kilometre of roadway regardless of width;
- (h) "**Pavement**" or the adjective "**Paved**" means when used to describe a street, road, alley sidewalk or other area, means an area which has a surface constructed of Portland Cement concrete, asphaltic concrete, brick, tile or similar material;
- (i) "**Priority 2**" means streets that are designated as collectors and bus routes within the City's street system which carry most of the inter-arterial vehicular and bus traffic. These streets are typically 10 metres in width;
- (j) "**Priority 3**" means streets that are residential streets within the City's street system which mainly carry local traffic. These streets are typically 7.5 metres in width;
- (k) "**Private Approach**" and "**Approach**" means a roadway, culvert crossing or other structure erected, installed or maintained over the boulevard for the use or benefit of the owner or occupant of the property adjoining, but does not include a roadway or other structure constructed for such purposes within an alley;
- (l) "**Regular Cleanup**" means the annual cyclic machine or manual cleanup of all paved roadway to remove abrasives, debris generated by private and commercial means over the

summer or fall months. The process commences after the Spring Cleanup is complete and is outside the scope of this Contract;

- (m) "**Road Film**" means fine residual material remaining on the pavement after a sweep that is not normally collected by mechanical methods;
- (n) "**Rubbish**" means:
  - (i) "**Combustibles**" consisting of miscellaneous burnable materials such as paper, rags, cartons, boxes, wood excelsior, bedding, rubber, leather and plastics;
  - (ii) "**Noncombustibles**" consisting of miscellaneous materials that are not burnable such as tin cans, metals, ceramics, metal foils, glass, detached pieces of curb, concrete and asphalt pavement; and
  - (iii) "**Yard Rubbish**" consisting of pruning's, grass clipping, weeds, leaves, general garden wastes, exclusive of solid wastes otherwise classified herein.
- (o) "**Spring Cleanup**" means the annual machine and manual cleanup of all paved roadways to remove winter abrasives that includes debris generated by private and commercial means over the winter or spring months. The Contract Administrator shall initiate the process as soon as practicable after snow and ice has melted from the pavement;
- (p) "**Street Right-of-Way**" means the limit of the publicly-owned land acquired for and devoted to streets, boulevards, sidewalks, street lights, street furniture, street signs and other appurtenances, as well as underground facilities;
- (q) "**Traffic Lane**" means a width of pavement greater than 3.6 meters but less than 8 metres.

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

D4.1 The Contract Administrator is:

Jean-Luc Lambert, P.Eng.  
Support Services Engineer  
Telephone No. 204- 806-0786  
Email: JeanLambert@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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

- D7.1 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 facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204-949-1174
- D7.2 **Bids Submissions must be submitted to the address in B7.7.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.4 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.

- D9.5 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**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance 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.
  - (c) The Contractor has proven procedural comprehension on the placement of Temporary Parking Prohibition signs in accordance with Appendix C.
- D10.3 Further to D10.1, the Contractor shall commence the Work within 24 hours from the time of notification by the Contract Administrator. The City intends to award this Contract by April 7, 2017. The City anticipates the Work shall start approximately the week of April 10, 2017. Failure of such response may be deemed forfeiture of Contract. Commencement of Work shall be subject to suitable weather and scheduling conditions, which is determined at the sole discretion of the Contract Administrator.

### **D11. TOTAL PERFORMANCE**

- D11.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D10.
- D11.2 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.
- D11.3 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.

### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.



## **CONTROL OF WORK**

### **D13. JOB MEETINGS**

- D13.1 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.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D14.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

### **D15. SAFETY**

- D15.1 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.
- D15.2 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.
- D15.3 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;

### **D16. INSPECTION/WORK REPORTS**

- D16.1 The City will supply the Contractor with Work Report forms, which shall be fully and accurately completed in all applicable areas of the form. The original copy of the Work Report shall be delivered to the Contract Administrator immediately following the completion of each shift.
- D16.2 Failure to complete the Work Report properly or to include equipment on the Work Report not in accordance with E4 will delay the quality inspections subsequent to receipt of Work Report until any concerns are addressed and extend the inspection period therein proportionately.
- D16.3 All conditions, which create a hazard to the public, shall be identified as a location/type and reported to the Contract Administrator in the Work Report.
- D16.4 The Contractor shall report any damage resulting from the operations under "Comments" on the Work Report.

## MEASUREMENT AND PAYMENT

### D17. INVOICES

D17.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

### D18. PAYMENT

D18.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D19. PAYMENT SCHEDULE

D19.1 Further to C11, payment for shall be in accordance with the following payment schedule:

- (a) Where the Contract is awarded in sections, a payment will be made at the end of each Section completed; or
- (b) Where the Contract is awarded as a whole, a payment will be made at the completion of the first Section and a second payment after the completion of the remaining Sections based on the number of kilometers or Work satisfactory completed on each item of Work listed of Form B Prices accepted by the City as free of deficiencies.

D19.2 The City will hold back five percent (5%) of each progress payment. These funds will be released forty (40) days after completion of the entire Contract and in accordance with E3.7 of this Contract regarding damages and clearances.

## WARRANTY

### D20. WARRANTY

D20.1 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	Section A (North Area) Priority 2 and 3 Streets Section B (East Area) Priority 2 and 3 Streets Section C (South Area) Priority 2 and 3 Streets
APPENDIX B	By-Law No. 4427/86 (By-Law to amend Traffic By-Law No.1573/77)
APPENDIX C	Procedure for Placement of Temporary "No Parking" signs
APPENDIX D	Worker Visibility
Section A Map	North Area Sweeping Contract
Section B Map	East Area Sweeping Contract
Section C Map	South Area Sweeping Contract

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. QUANTITIES

E2.1 The Work to be carried out under this Contract is for the complete street cleaning of Priority 2 streets, Priority 3 streets and alleys.

E2.2 The Contract Administrator reserves the right to exclude portions of roadways in the Contract Area subjected to construction activity. Such designated roadway sections shall be excluded from payment in the Contract.

E2.3 The streets included in this Contract are identified in APPENDIX A. The total scope of Work is shown in kilometers and is subject to minor changes at the discretion of the Contract Administrator.

#### E3. STREET CLEANING

E3.1 The Work shall be completed in accordance with D10 and as noted below:

(a) The Contractor shall be responsible for the cleaning of all the debris in the designated routes within the Contract area (APPENDIX A). All the Priority 2 and 3 streets shall be cleaned within each route before advancing on to the next route. The process shall be repeated on subsequent routes;

(b) All cleaning shall be done to the Quality Standards as set out below:

- (i) All roadway surfaces shall be cleaned to expose bare pavement surface, including the removal of road film, to the satisfaction of the Contract Administrator;
- (ii) All loose or packed debris, including road film, shall be removed from the roadway surface by means of mechanical sweepers, scrapers, loaders, street flushers, or manual labour, placed into trucks and removed to disposal areas acceptable to the Contract Administrator;
- (iii) All exposed rebar or partially connected curb which creates a hazard to pedestrians and vehicular traffic in the roadway area shall be reported to the Contract Administrator immediately.

(c) All costs incurred by the Contractor in the street cleaning Works shall be included in the Bid Prices as set out in Form B: Prices.

E3.2 Priority 2 streets generally receive a higher application of winter abrasives. Also, along some of these routes, the Parks and Open Spaces Division will remove accumulated boulevard material

in a boulevard sweeping operation. This operation normally deposits material into the adjacent curb lane prior to a haul-away operation.

- E3.3 Any material deposited on the roadway whether due to weather conditions or due to boulevard cleaning by the public or Parks and Open Spaces Division on the Priority 2 and 3 street systems shall be cleaned as part of the portion of the Contract.
- E3.4 The Contractor shall ensure that each route of the completed Work achieves a high level of cleanliness as defined by the Quality Standards detailed in E3.1(b).
- E3.5 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.
- E3.5.1 The Contractor shall dispose of accumulated material and have it stock piled at the designated locations at either the Chester Street Snow Dump located adjacent to East Area Yard located at 960 Thomas Avenue, McPhillips Snow Dump Facility or South Area Yard located at 1539 Waverley St. Alternatively the Contractor shall dispose of accumulated material at either a public or private disposal site, which the Contractor has authorization to use. If the Contractor chooses to utilize a public dump site, it is noted that the current tipping fees as set out in the Fees and Charges manual as part of City of Winnipeg By-Law No. 110/2012 and all amendments included therein will apply and be borne by the Contractor without compensation. If site conditions do not allow for hauling and storage at the above listed sites, the contract administrator will designate alternate disposal sites.
- E3.6 For purposes of minimizing community dust nuisance created by the performance of the Work, the Contractor shall be required to pre-wet streets with a water distributor immediately prior to sweeping. Pre-wetting will not be required if vacuum sweeping equipment is used and no dust nuisance is created during the cleaning. In certain adverse weather conditions and upon specific authorization from the Contract Administrator, Contractors may be allowed to sweep without the use of water.
- E3.7 The Contractor shall be responsible for the arrangement of supply and all associated costs for use of water including sewer charges in the sweeping operation as described in these specifications. Contact Louis Rivard and/or Jim Burbella at 986-4933 of Water Services Division of the Water & Waste Department for information and regulations regarding supply/use of hydrants and associated charges.
- E3.7.1 It is the City of Winnipeg's intent to holdback five (5) percent of Progress Estimates for all Work performed under this contract as a Damage Deposit/Clearance Deposit. The holdback will not be released until such time as letter/s of clearance are received from the Water & Waste Department regarding reimbursements and compliance of regulations, and any negligent damages by the Contractor have been rectified to the satisfaction of the Contract Administrator.
- E3.7.2 If the Contractor has not paid all water and sewer charges applicable to the Bid Opportunity by June 30, 2017, the City shall pay the Water and Waste Department for the charges and deduct from the five (5) percent holdback.
- E3.8 The Contractor shall be responsible for any spillage onto the public roadways resulting from the carrying out of these Works. Spillage shall be cleaned up promptly and completely by the Contractor. Spillage includes solids, oils and other liquids which may leak from equipment and the Contractor shall use appropriate measures as approved by the Contract Administrator, to remove all traces of the spillage promptly and completely.
- E3.9 The alternative of power flushing in lieu of sweeping shall not be considered for these Works.

#### **E4. ALLEY CLEANING**

- E4.1 The Contractor will be given a map indicating the alleys which require cleaning from the Contract Administrator.
- E4.2 The Contractor shall coordinate the alley cleaning with the street cleaning for each route in each Section ensuring that each alley requiring cleaning is cleaned prior to the cleaning of surrounding streets.
- E4.3 The Contractor will be paid per kilometer for each alley cleaned as per the list supplied by the Contract Administrator.

#### **E5. EQUIPMENT**

- E5.1 The Contractor shall supply no less than four (4) sweepers at any time during the Contract process and enough equipment to complete the work within the allowable Working Days.
- E5.2 The Contractor shall supply a water distributor with a backflow preventor and having a capacity of not less than 2,000 gallons, a spray bar attachment and a pressurized capability to fill sweepers and/or flush streets.
- E5.3 Each vehicle shall be provided with all of the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba. Notwithstanding this general requirement, all equipment must be equipped with the following minimum lighting requirements:
- (a) At least two headlights;
  - (b) At least two rear running lights;
  - (c) If the machine is in excess of 2 metres wide, it must have at least four clearance lights, one green or amber light on each side at the front facing forward, and one red light on each side at the rear facing rear-ward;
  - (d) Turning signals front and rear;
  - (e) Four-way hazard lights;
  - (f) Stop lights at rear;
  - (g) At least one flashing or oscillating amber light with 360° visibility.
- E5.4 All equipment working or which travels under 40 km per hour must have a safety triangle mounted at the rear of their piece of equipment or truck.
- E5.5 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 100 mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. These unit numbers shall be used when applicable on the Work Reports required to be completed under D16.
- E5.6 The Contractor shall make independent arrangements for the storage and maintenance of all equipment involved in these Works. No storage or maintenance (i.e. washing, etc.) shall be carried out on City streets or in City area yards.

#### **E6. SAFETY**

- E6.1 The Contractor shall perform the Work in accordance with all applicable laws, by-laws and regulations enacted by the City of Winnipeg and/or Province of Manitoba.
- E6.2 Where required, the Contractor shall ensure that all personnel engaged in cleanup wear and utilize a disposable respirator with a N-95 classification and wear a reflectorized safety vest. When working at night or low light conditions shall wear Class III reflectorized safety apparel as identified by the City of Winnipeg, safety standard. The contractor may use reflectorized arm/ankle bracelets in addition to a safety vest to satisfy the requirement.

E6.3 All sweepers shall travel in the same direction as the flow of traffic.

## **E7. RESTRICTED HOURS OF WORK**

E7.1 The Contractor may clean alleys at any time of the day or night.

E7.2 The Contractor shall require written permission forty-eight (48) hours in advance of the Contract Administrator for cleaning of Priority 2 and 3 streets between 21:00 and 09:00, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

E7.3 The following work hour restrictions shall also apply:

- (a) Where Work is within one block in any direction from a school yard, cleanup shall not take place between the hours of 08:00 to 09:00 hours, 11:30 to 13:30 hours and 15:30 to 16:30 hours, Monday to Friday, inclusive, except for statutory holidays.
- (b) Where roadways are posted with restricted stopping or parking hours 07:00-09:00 hours and 15:30-17:30 hours on the Priority 2 street system, cleanup shall not take place between the posted hours.

## **E8. ROUTING**

E8.1 The Contractor shall establish a routing system for each of the Contract sections shown in APPENDIX A in accordance with the requirements of this Section. The Contractor is free to devise and utilize any routing system approved by the Contract Administrator that conforms to these provisions. Routing system approval is necessary for purposes of Contract administration and public liaison, and accordingly, the Contractor shall file a copy of the proposed routing schedules for each Section showing commencement locations, routes and equipment numbers for each shift for approval prior to commencement of the Works of the Contract.

E8.2 The routing shall be designed to minimize left hand turns and the need to turn around at intersections in the interest of safety. It shall also provide for reasonable continuity and expediency in completing the Work on an "alternate street by street basis" in accordance with the procedure for placing signs enclosed as APPENDIX C under Section 1.1(c). High-density areas require alternate street signing. All areas where experience has shown signing to be necessary are identified in contract routes of APPENDIX A. This requirement mandates a two-day cycle for each Section of cleaning in each Contract route and is intended to provide alternate parking space for residents temporarily prohibited from parking on a fronting street during the Works. The towing practices of APPENDIX C, Section 2.4, will be carried out to attempt a minimizing of parked car deficiencies but will not relieve the Contractor of the obligation towards deficiency restorations should they occur.

E8.3 The routing plan to be established for each Contract route shall consider the completion of the total Contract route (or the route where alternate street parking considerations are involved) before commencing a subsequent route using the same equipment. Unless specifically approved by the Contract Administrator, there shall be no exceptions to this requirement other than the correction of deficiencies.

E8.4 For Works in Section A, B and C the Contractor shall first complete all alleys that require cleaning in a Contract route and then shall immediately complete all streets in that Contract route in order to collect debris unavoidably left at lane intersections before it is significantly spread about by area traffic.

## **E9. SIGNING FOR TEMPORARY PARKING PROHIBITION**

E9.1 For purposes of street cleaning operations, City Council has invoked Parking By-Law No. 86/2016 and the pertinent Sections are enclosed as APPENDIX B for the information and direction of the Contractor. For the majority of the Contract routes and as identified thereon in APPENDIX A, the utilization of temporary parking prohibition signs may be required. The Parking Prohibition signs to be made available for these Works are furnished solely for the specific purposes of this Contract and shall not be utilized by the Contractor for any other

purposes. The Contractor is the designated agent of the City for purposes of temporary traffic control devices prohibiting parking under the Traffic By-Law No. 86/2016, Section 15 for these Works only. The Contractor shall carry out all required sign placements, including location maintenance, monitoring, recordings, removals and returns in accordance to Sections 1.1, 1.2, 1.3, 2.1, 2.2 and 2.5 of the Standard Operations Departmental Procedures enclosed as APPENDIX C.

- E9.2 For purposes of this Contract, all references to "the District" in Sections 2.1 and 2.2 of APPENDIX C shall apply to the Contractor. Accordingly, daily copies of the lists referenced in Sections 2.1, 2.2 and 2.5 shall be prepared during sign placement and supplied to the Contract Administrator for enforcement purposes by 17:00 and 22:00 hours for each shift respectively. Forms for this purpose are available upon request from the Contract Administrator. It is noted that because of the towing consequences, the enforcement is very sensitive and subject to public challenge and the referenced documentation must be clear, accurate and formalized as noted.
- E9.3 The Contractor is advised that the legal process associated with towing private vehicles involves a risk of Traffic By-Law appeals by vehicle owners claiming innocence. For a period of up to 10 months, the City and its Contractor are exposed to subpoenas for each such appeal for purposes of providing court evidence of the relevant signing particulars. Attendance by the installer of the temporary parking prohibition signs is required by the By-Law Court to verify sign placement, vehicles parked and City notification details.
- E9.3.1 Such follow-up services by the Contractor are deemed to be a critical aspect of the Work as successfully appealed tickets render the City liable for towing/storage charge reimbursement costs as well as lost ticket (enforcement) revenue. Court attendance services are considered incidental to the Works and all costs shall be included in bid prices submitted.
- E9.3.2 Should a public challenge to a parking ticket be successfully appealed on the basis of unclear, inaccurate, or unacceptable documentation which do not meet the requirements of APPENDIX "C" or by a failure of the Contractor to provide same, the City will consider such failure to be a breach of Contract and will seek to recover such damages from the Contractor.
- E9.3.3 Signs will be available from the City area yards. All costs for this aspect of the Works shall be considered as incidental and shall be included in the unit price amounts for each Section.
- E9.3.4 Where the Contractor fails to return temporary "No Parking" signs to Area offices or signs are returned in a damaged and irreparable state, the Contractor shall be assessed ninety dollars (\$90.00) per sign. Where signs are returned in a damaged but repairable state, the Contractor shall be assessed forty dollars (\$40.00) per sign at the time of the final Progress Payment.

## **E10. TOWING COORDINATION**

- E10.1 Towing will only be initiated by specific street-by-street requests from the Contractor when and as required. So that the City can carry out its towing responsibilities under E8 properly, and ensure that no cars are parked when each street is to be cleaned, it is important that the Contractor coordinate the street-by-street cleaning operation with the City's towing operation and thereby avoid the additional parking interferences associated with premature towing. To accomplish this, continuous communication capability is fundamental as noted in D5.
- E10.2 The City will not be responsible for towing recalls should the Contractor's cleaning fall behind towing requests.
- E10.3 The Contractor shall keep records of the vehicles that are parked on the streets as the signing is being put in place.
- E10.4 The following limitations will affect the scheduling and sweeping for each day:  
(a) only 275 parking control signs are available from each Area;

- (b) availability of commissionaires for ticketing and towing vehicles (see Section 2.4 (a) of APPENDIX C);
- (c) availability of constables for towing vehicles to other streets with one tow truck (see Section 2.4 (b) of APPENDIX C); and
- (d) availability/scheduling of tow trucks (see Section 2.4 (a) of APPENDIX C).

## **E11. DEFICIENCIES**

- E11.1 Inspection of cleaning adequacy will be provided by the City on a shift by shift basis and deficiencies will be identified for correction and relayed to the Contractor, by the City, within six (6) hours after the receipt of the Work Report (see D16).
- E11.2 The Contractor shall respond immediately to all hazardous deficiencies relating to the Contract and within 24 hours to all non-hazardous deficiencies and correct them to the standard of cleaning identified in E3.1(b).
- E11.3 Failure to respond to deficiencies within the time frame will give the City the option of rectifying said deficiencies and assessing the cost thereof against the payment to the Contractor. Any and all deficiencies remaining unsatisfactorily corrected shall render the total block invalid for payment purposes.
- E11.4 The Contract Administrator will be the sole judge in what constitutes a hazardous/nonhazardous deficiency.