



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 762-2021**

**PROVISION OF PARKADE AND SURFACE LOT GROUND MAINTENANCE**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	4
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	7
B18. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Duration of Contract	1
D4. Cooperative Purchase	1
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Notices	2

#### Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Subcontractor List	3

#### Schedule of Work

D12. Commencement	4
D13. Total Performance	4
D14. COVID-19 Schedule Delays	4
D15. Orders	5
D16. Records	5

#### Control of Work

D17. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D18. The Workplace Safety and Health Act (Manitoba) – Qualifications	5

#### Measurement and Payment

D19. Invoices	5
D20. Payment	6

**Warranty**

D21. Warranty	6
---------------	---

**Third Party Agreements**

D22. Funding and/or Contribution Agreement Obligations	6
--	---

Form J: Subcontractor List	9
----------------------------	---

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
--	---

E2. Management fee services	1
-----------------------------	---

E3. Maintenance fee	1
---------------------	---

E4. Surface Lot Grounds Maintenance	4
-------------------------------------	---

E5. Parkade Grounds Maintenance	5
---------------------------------	---

**PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
------------------------	---

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF PARKADE AND SURFACE LOT GROUND MAINTENANCE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 18, 2022

B2.2 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. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Sites without making an appointment.

B3.2 The Bidder is advised that it is their responsibility to physically visit all surface lots and the Millennium library parkade noted in the Bid Opportunity to fully understand the site-specific conditions so that they may bid accordingly. The information provided in Appendix A, Appendix B and Appendix C are being provided as information only and Bidders are encouraged to visit the sites themselves.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B5. CONFIDENTIALITY**

B5.1 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.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 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.

B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

- B7.5 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.
- B7.6 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.
- B7.6.1 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/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B17.
- B7.9 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.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B9.4 Paragraph 13 of Form A: Bid/Proposal 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 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.
- B10. PRICES**
- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.3 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.
- B10.4 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.
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B17.4.1 will prevail over the Total Bid Price entered in MERX.
- B11. DISCLOSURE**
- B11.1 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.
- B11.2 The Persons are:
- (a) N/A
- B12. CONFLICT OF INTEREST AND GOOD FAITH**
- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

**B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**B12.3** In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B12.4** Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

### **B13. QUALIFICATION**

B13.1 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; 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.

B13.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 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);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) 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
  - (ii) 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
- (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/>).

B13.5 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.

B13.6 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.

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 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 11 of Form A: Bid/Proposal.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

#### **B17. EVALUATION OF BIDS**

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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 qualified.

B17.4 Further to B17.1(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.

- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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 qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), 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 Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Construction*, 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 providing ground maintenance at City of Winnipeg surface lots and the Millennium Library Parkade as outlined in this tender for the period from May 1, 2022 until April 30, 2023, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Surface Lot Grounds Maintenance
- (b) Millennium Library Parkade Maintenance

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### **D3. DURATION OF CONTRACT**

D3.1 The Contractor shall perform the Work of this Contract during the period of May 1, 2022 to April 30, 2023.

#### **D4. COOPERATIVE PURCHASE**

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

**D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:

Rob Pelletier  
Facilities Coordinator

Telephone No. 431-200-3667

Email Address [robpelletier@winnipeg.ca](mailto:robpelletier@winnipeg.ca)

- D5.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D6. CONTRACTOR'S SUPERVISOR**

- D6.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D7. NOTICES**

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **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. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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 Documents, if applicable.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D10. INSURANCE**

D10.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) Property insurance policy for contractor's equipment used in connection with the works.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D10.4 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.

### **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

- D12.1 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.
- D12.2 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 D8.1;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) evidence of the insurance specified in D10.1;
    - (iv) the Subcontractor list specified in D11.1; and
    - (v) the direct deposit application form specified in D20.2.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall not commence the Work on the Site before May 1, 2022
- D12.4 The City intends to award this Contract by March 31, 2022
- D12.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D13. TOTAL PERFORMANCE**

- D13.1 The Contractor shall achieve Total Performance for each Site within four (4) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 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 re-inspected.
- D13.3 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.

### **D14. COVID-19 SCHEDULE DELAYS**

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D14.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

- D14.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule, including the durations identified in D13 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D14.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D14.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **D15. ORDERS**

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D16. RECORDS**

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

#### **CONTROL OF WORK**

##### **D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D17.1 Further to C6.26, 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).

##### **D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D18.1 Further to B13.4, 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 B13.4.

#### **MEASUREMENT AND PAYMENT**

##### **D19. INVOICES**

- D19.1 Further to C12, 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

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

## **D20. PAYMENT**

D20.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D20.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **WARRANTY**

### **D21. WARRANTY**

D21.1 Warranty is as stated in C13.

## **THIRD PARTY AGREEMENTS**

### **D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D22.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D22.2 Further to D22.1, in the event that the obligations in D22 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D22.3 For the purposes of D22:

- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

#### D22.4 Modified Insurance Requirements

- D22.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D22.4.2 If not already required under the insurance requirements identified in D10 the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D22.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D22.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D22.5 Indemnification By Contractor

- D22.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D22.6 Records Retention and Audits

- D22.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D22.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D22.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

## D22.7 Other Obligations

- D22.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D22.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D22.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D22.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D22.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D22.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.3 The following are applicable to the Work:

Specification No.	Specification Title
Appendix A	List of City Surface Lots
Appendix B	Maps of City Surface Lots Denoting Sweeping Area
Appendix C	Maps of City Surface Lots Denoting Line Painting Requirements

#### **E2. MANAGEMENT FEE SERVICES**

- E2.1 The Contractor shall bid an all-inclusive flat monthly management fee for the provision of the administrative services related to this Contract, including, but not limited to, overseeing the Work performed by the maintenance position described in E3.

#### **E3. MAINTENANCE FEE**

- E3.1 The Contractor shall provide one maintenance position, from Monday to Friday, 7:00 a.m.- 3:30 p.m., to provide a variety of surface lot and parkade services in accordance with the requirements hereinafter specified in E3.
- E3.2 Daily reporting to be provided to the Contract Administrator by the dedicated maintenance position for all Work conducted on each surface lot and parkade, including inspection reports. The City shall provide the reporting mechanism to the successful Contractor following award of this Contract.
- E3.3 The tools required to undertake the Work shall be supplied by the Contractor (such as sanders, drills and other such equipment).
- E3.4 Litter control shall be provided in the following manner:
- Litter control at the surface lots shall include removing any loose litter, human excrement, sharps (needles) or debris on the surface lots. Litter shall be disposed of at the garbage bin located at lot 117, with the lot address identified in Appendix A. Sharps (needles) shall be disposed of in approved needle disposal containers and delivered to approved disposal sites.
  - Litter control at the parkade shall consist of removing garbage bags from the garbage collection bin on site, and removal of human excrement and sharps (needles) as required, and disposing garbage bags at the garbage bin located at lot 117. Sharps (needles) shall be disposed of in approved needle disposal containers and delivered to approved disposal sites.
  - Removal of human excrement shall be picked up using personal protective equipment and disposed of at a specified bin location. Area shall be cleaned after with disinfectant.
  - Urban surface lots shall have litter control conducted daily. The addresses of urban lot locations are denoted in Appendix A.

- (e) Suburban surface lots shall have litter control conducted bi-weekly. The addresses of suburban lot locations are denoted in Appendix A.
- (f) The parkade shall have litter control conducted daily.
- (g) Garbage bags shall be supplied by the City.

E3.5 Lot inspection shall be conducted in the following manner:

- (a) Surface lots and the parkade shall be inspected for trip hazards, signage wear and ensuring the signs are secured properly, graffiti, damage to any fencing, electrical posts or any other site damage.
- (b) All urban and suburban lots with electrical outlets shall have the electrical outlets tested to ensure the plugs are providing electricity once in the fall. An electronic report to be provided to the Contract Administrator to identify any non-working outlets, including the stall number or location of outlets that are not working.
- (c) If an immediate safety concern is identified, the Contract Administrator is to be notified immediately to rectify the situation.
- (d) During and following snow events, the Contract Administrator may request that a lot be inspected to identify if snow removal or lot sanding has been completed or to identify if snow removal is required.
- (e) Urban surface lots and the parkade shall be inspected daily.
- (f) Suburban lots shall be inspected bi-weekly.

E3.6 Graffiti removal shall be conducted on surface lots or the parkade as required in the following manner:

- (a) If on a painted surface, graffiti will be removed with a graffiti remover. If the graffiti does not come off the area, the area will be painted over the matching color to cover the graffiti.
- (b) If the graffiti is on a wood stringer board the graffiti will be sanded off and if the stringer board is painted, the sanded area will be painted to match.
- (c) If the graffiti is on a metal surface, graffiti will be removed with a graffiti remover. If the graffiti does not come off the area will be painted over to cover the graffiti.
- (d) If the graffiti is on a sign, graffiti remover will be used and if the graffiti does not come off the sign will be replaced.
- (e) Graffiti remover, paint (if required) and associated supplies required to remove the graffiti shall be supplied by the City.

E3.7 Sign installation shall be done at surface lots and the Parkade as required in the following manner:

- (a) Signs may be installed on stringer boards attached with screws.
- (b) Signs may be attached to u-channel/square channel with bolts.
- (c) Signs may be attached to cement walls with anchor bolts.
- (d) Signs shall be supplied by the City.
- (e) Any materials and supplies such as nuts and bolts to affix the signs shall be supplied by the City.
- (f) The location and installation plan must be approved by the Contract Administrator prior to installation.

E3.8 Stringer board repairs at surface lots shall be done as required in the following manner:

- (a) Re-attach stringer boards that have come loose or fallen off with existing or new screws.
- (b) Remove old stringer boards and attach new stringer boards with screws.
- (c) If paint has been removed from the stringer board, the unpainted area is to be repainted to match the existing stringer board.

- (d) The stringer board wood replacement materials shall be supplied by the Contractor. A cash allowance of \$2,500 is included in this bid. Prior to any stringer board repairs being conducted, the cost and repair work shall be approved by the Contract Administrator. Paint and screws shall be supplied by the City.

E3.9 Changing light bulbs at surface lots and the parkade as required in the following manner:

- (a) Flood lights at surface lots are accessible using a ladder.
- (b) Light bulbs and fluorescent bulbs at the parkade are accessible using a ladder.
- (c) Some surface lots have bulb replacements that may require the use of a boom truck. Light bulbs to be changed with the use of a boom truck shall be allocated under the emergency repair and maintenance cash allowance and not through the maintenance fee and Work shall be pre-approved by the Contract Administrator.
- (d) Light bulbs shall be supplied by the City.

E3.10 Winter hand sanding at surface lots and the parkade as required in the following manner:

- (a) At surface lots, apply by hand, and in front of the surface lot pay station and any slippery areas as required.
- (b) At the parkade, sanding is required to be applied by hand on the entrance and exit ramps and other identified slippery areas as required.
- (c) Grit for sanding and the plastic storage barrels are supplied by the Contractor and are stored at the library parkade in 45 gallon plastic barrels (one barrel will be located at each entrance and exit of the parkade). Grit for use at the library and surface lots will be obtained from the grit container at the library.

E3.11 Shoveling snow at surface lots and the parkade as required in the following manner:

- (a) Hand shovel a three-foot area in front of any surface lot pay stations following a snow event. Currently there is one lot, lot 117, with pay stations that require hand shoveling of snow in front of the pay station.
- (b) Hand shovel any path or walkways at the lot as requested. There is currently one lot, lot 117 that requires minor amount of hand shoveling of the path or walkways on the site.
- (c) Hand shovel the exit and entrance ramps at the parkade following a snow event as required.
- (d) Shovels required to undertake the Work shall be supplied by the Contractor.

E3.12 Painting touch ups at the parkade shall be done as required in the following manner:

- (a) Painting touch ups will be done to match existing color.
- (b) Paint shall be supplied by the City.

E3.13 Changing air freshener misters shall be changed at the parkade as required in the following manner:

- (a) Changing of the air fresheners in the parkade stairwells will be done monthly.
- (b) Air misters shall be supplied by the City.

E3.14 Sand trap and drain cleaning at the parkade shall be done in the following manner:

- (a) Cleaning of the sand trap from the carwash at the parkade done daily through the winter and spring and weekly through the summer and fall.
- (b) Cleaning of all drain sand traps throughout the parkade after every scrub & wash of the parkade.
- (c) Sand and sludge will be disposed of at designated bin location.

E3.15 Special Requests:

- (a) The Contract Administrator may make a special request directly to the staff undertaking the maintenance position Work outlined in spec section E3, including but not limited to moving parking related items such as traffic pylons from one location to another, moving traffic barricades, filling small potholes with gravel by hand, weed trimming and other special requests. In these instances, the Contract Administrator will remove one of the other daily tasks from the Work list of the dedicated staff position so as to provide enough time to conduct the special request.

E3.16 All services will be provided at the surface lot locations specified in Appendix A and the Millennium Library parkade. Appendix A denotes which surface lots are considered urban and which lots are considered suburban. On occasion for the special requests noted in E3.12, there may be a requirement to attend other sites not listed in Appendix A, within City of Winnipeg limits.

E3.17 All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (ladders or other equipment), and tools (drills and other tools) required by the dedicated staff position shall be provided and paid for by the Contractor.

#### **E4. SURFACE LOT GROUNDS MAINTENANCE**

E4.1 The Contractor is responsible for removal of any debris resulting from the Work performed.

E4.2 Power Sweeping of all surface lots identified in Appendix A. will be completed in the spring during off hours (after 5:00 p.m.) as follows:

- (a) All areas of the surface lot to be cleaned and swept of all dirt, sand and debris.
- (b) 48 hours notice will have to be provided with certain lots prior to sweeping to ensure no vehicles are on site.
- (c) List of lots that require sweeping are included in Appendix A. The estimated square foot area by lot where sweeping is to be conducted by lot is included in the site specific maps in Appendix B.
- (d) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (sweepers, brushes or other equipment), and tools (drills and other tools) required to undertake the sweeping shall be provided and paid for by the Contractor.
- (e) The Contractor is responsible for removal of any debris resulting from the Work performed.
- (f) A cash allowance of \$5,000 annually is being allocated in this bid toward sweeping any surface lot that may not have been included in Appendix B but requires sweeping. Any additional Lots to be swept will be provided by the Contract Administrator.

E4.3 Line Painting shall be done annually in the spring, during off hours (after 5:00 p.m.) in the following manner:

- (a) All stall lines, disabled spaces, cross walks, curbs, arrows and hash marks shall be painted.
- (b) Lines and painted surfaces shall be cleaned prior to painting.
- (c) Accessible stalls shall be painted with current Manitoba Possible approved logo/icon.
- (d) Any new paint locations shall receive a minimum of two initial coats of paint.
- (e) 48 hours notice will have to be provided for certain lots prior to painting.
- (f) List of lots that require line painting are included in Appendix A. The area where line painting is to be conducted by lot is included in the maps in Appendix C.
- (g) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (line painting equipment, paint or other equipment), and tools (drills and other tools) required to undertake the line painting shall be provided and paid for by the Contractor.

- (h) A cash allowance of \$5,000 annually is being allocated in this bid toward line painting any surface lot that may not have been included in Appendix C but requires line painting. Any additional Lots to be line painted will be provided by the Contract Administrator.

**E4.4 Grader and operator as required and requested:**

- (a) Grader and operator to grade gravel surface lots, including filling potholes, shall be supplied on an as requested.
- (b) Price Bid to include hourly operator rate.
- (c) A cash allowance of \$2,000 annually is being allocated in this bid toward the purchase of gravel. No gravel is to be ordered or delivered without prior approval of the Contract Administrator. The City shall only be billed for Work completed

**E4.5 Loader and operator as required and requested:**

- (a) Loader and operator to move large cement barricades on surface lots on an as requested basis.
- (b) Prices bid to include hourly rate for the loader and operator and any associated costs are to be included in the hourly rate.

**E4.6 Pounding U-Channel:**

- (a) Equipment and operator to pound U-channel for sign installation.
- (b) The U-channel to be supplied by Contractor.
- (c) Price bid to included hourly rate for the equipment and operator as well as the per unit price for a standard 10-foot U-Channel.

**E4.7 A cash allowance of \$15,000 annually is being allocated in this bid towards any unforeseen surface lot repairs and maintenance. No emergency repairs and maintenance are to be conducted without prior approval of the Contract Administrator. The City shall only be billed for Work completed.**

**E5. PARKADE GROUNDS MAINTENANCE**

**E5.1 The Contractor is responsible for removal of any debris resulting from the Work performed.**

**E5.2 Power Scrubbing of all levels of the Parkade shall be done in the following manner:**

- (a) The parkade shall be power scrubbed up to every month during the months of November to March on both levels of the parkade. Should additional power scrubbing be required it will be called out on an as required basis.
- (b) Power scrubbing of the entire deck with a non-foaming detergent and water shall be conducted.
- (c) Power scrubbing shall be done during off hours, after 6:00 p.m. and will be scheduled in conjunction with the Event Schedule.
- (d) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall be scrubbed and the Work shall be conducted on the scheduled date. The Work can be conducted over a 48 hour period since there may be instances where the full area cannot be scrubbed due to 24 hour permit holders who can park in the parkade at all hours.
- (e) When on site, the Contractor shall notify Central Control (a City of Winnipeg Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (f) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and supplies (power scrubbing equipment or other equipment), and tools (drills and other tools) required to undertake the power scrubbing shall be provided and paid for by the Contractor.

**E5.3 Power Sweeping of all levels of the Parkade shall be done in the following manner:**

- (a) The parkade shall be power swept once every other month during the months of April to October on both levels of the parkade. Should additional power sweeping be required it will be called out on an as required basis.
- (b) Power sweeping of the entire deck on both levels shall be conducted and air particulates must be controlled. For example; clouds of dust that settle on vehicles, walls, pipes, equipment are not acceptable.
- (c) Power sweeping to be done during off hours, after 6:00 p.m, and will be scheduled in conjunction with the Event Schedule.
- (d) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall be swept and the Work shall be conducted on the scheduled date. The Work can be conducted over a 48 hour period since there may be instances where the full area cannot be swept due to 24 hour permit holders who can park in the parkade at all hours.
- (e) When on site, the Contractor shall notify central control (a City Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (f) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (sweepers, brushes or other equipment), and tools (drills and other tools) required to undertake the sweeping shall be provided and paid for by the Contractor.

E5.4 Power washing of both the interior ramp walls shall be done every other month in the following manner:

- (a) Ramps and ramp walls to be pressure washed of all dirt and debris.
- (b) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall have the ramp walls washed and the Work shall be conducted on the scheduled date.
- (c) When on site, the Contractor shall notify central control (a City Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (d) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (power washer or other equipment), and tools (drills and other tools) required to undertake the power washing shall be provided and paid for by the Contractor.
- (e) Should additional power washing of ramp walls be required it will be called out on an as required basis.

E5.5 Line painting at the parkade shall be done annually in the following manner:

- (a) All stall lines, disabled spaces, cross walks, curbs, arrows and hash marks will be painted.
- (b) All lines and painted surfaces shall be cleaned through scrubbing prior to painting. The Contract Administrator shall schedule this Work after the power scrubbing has been completed as part of this Contract.
- (c) Accessible stalls shall be painted with current Manitoba Possible approved logo/icon.
- (d) Any new paint locations shall receive a minimum of two initial coats of paint.
- (e) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (line painting equipment, paint or other equipment), and tools (drills and other tools) required to undertake the line painting shall be provided and paid for by the Contractor.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;

- (a) police service having jurisdiction at his/her place of residence; or
- (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>  
; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>