



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 112-2007

MECHANICAL DUST FREE SWEEPING OF SIDEWALKS IN THE NORTH AREA

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 15, 2007.

B2.2 Bid Submissions 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

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

B8.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B10.1.1 Bidders or their representatives may attend.

B10.2 After the public opening, the names of the Bidders and their bid prices as read out (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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

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

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

B11. IRREVOCABLE BID

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

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

B12. WITHDRAWAL OF BIDS

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

B12.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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

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

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

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

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

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

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
 - (c) "**Calendar Day**" means the period from one midnight to the following midnight;
 - (d) "**Cleanup**" shall mean the removal of debris and abrasives by mechanical or other means, including manual scraping and sweeping, where necessary, to fully expose the paved surface and to provide the highest level of cleanliness possible;
 - (e) "**Contract**" means the combined documents consisting of the Bid Opportunity package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
 - (f) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
 - (g) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
 - (h) "**Paved**" means surfaced with Portland Cement Concrete, asphaltic concrete, paving stone, paving block or any combination thereof;
 - (i) "**Sidewalk**" shall mean any paved area between the face of curb at street pavement and the property line, or beyond, as hereinafter specified, and includes private approaches, lane approaches, bus stop pads and any other areas specified in Appendix "B" or elsewhere in this specification;

- (j) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (k) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (l) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (m) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ken Boyd, P. Eng.
Support Services Engineer
Streets Maintenance Division
104-1155 Pacific Avenue

Telephone No. (204) 986-5076
Facsimile No. (204) 986-5566

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. NOTICES

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

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. WORKERS COMPENSATION

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order 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 that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (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.
- D10.3 The Contractor shall commence the Work within twenty-four (24) hours of notification by the Contract Administrator.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance within fifteen (15) 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 Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- 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 deems it necessary.

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D14.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D15. PAYMENT SCHEDULE

D15.1 Further to GC.9.01 and GC.9.03, payment shall be in accordance with the following payment schedule:

- (a) payment will be made on the basis of the square metres of Work completed and accepted by the City as free of deficiencies.
- (b) progress payments will be submitted for processing when approximately 50% of the Work is completed. Subsequent payments will be related to job performance. The final payment will be made within fourteen (14) days of total completion and acceptance of work in accordance with E2.12.
- (c) the City will hold back five percent (5%) of Progress Estimates as a damage deposit/clearance deposit. These funds will be released forty days (40) after total completion and acceptance of work in accordance with E2.12.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following Appendices are applicable to the Work:
- Appendix A 2005 Spring Sidewalk Sweeping Area
 - Appendix B Typical Sweeping Diagram
 - Appendix C Mechanical Sidewalk Sweeping Inspection Standards

E2. WORK

- E2.1 The Work shall consist of the supply of all labour, materials, tools, equipment and supervision necessary for spring cleanup of sidewalks at various locations in the City of Winnipeg in accordance with applicable specifications.
- E2.2 At any public or private establishment where a paved apron or filler strip extends beyond the property line, and is not separated by a fence, curb, stone or other barrier, the Contractor shall clean up such paved area up to a width of 1.5 metres beyond the property line. Such areas are included in the estimated quantities in Appendix "A".
- E2.3 No equipment shall travel on the bridge sidewalks listed as excluded in Appendix "A".
- E2.4 The interiors of Transit shelters are excluded from this Contract.
- E2.5 Where large amounts of mud have accumulated on a sidewalk as a direct result of watermain breaks and/or repairs, the City will endeavour to remove excessive amounts in advance of sidewalk sweeping as may be reasonably attained using a front-end loader or similar device subject to E4.1.
- E2.6 The sidewalks included in this Contract are identified in Appendix "A". The total area shown in square metres may change in the event of minor additions or deletions.
- E2.7 If, after a successful cleanup, adverse weather results in the requirement of another cleanup operation, the Contractor shall repeat cleanup as instructed by the Contract Administrator. Payment will be at the same unit price as initial cleanup.
- E2.8 Commencement will be at the discretion of the Contract Administrator subject to suitable weather conditions.
- E2.9 Where overnight temperatures are not favourable for night time operations, the City, at its sole discretion, may require the Work to proceed during the daytime until temperatures improve.
- E2.10 The Contractor shall establish a suitable routing system designed to provide reasonable continuity and expediency in completing Work on a street-by-street basis. The routing shall take into consideration any priorities designated by the City.
- E2.11 In designing a routing system, the Contractor shall take into consideration the need for a contingency plan in the event that conditions (i.e. temporary inaccessibility or residual ice, etc.) may temporarily render a limited portion or one complete side of a street unsuitable for sweeping until a later date. The contingency plan shall provide for that portion affected to be swept at the earliest possible date.

- E2.12 The Contractor shall accommodate reasonable alterations in the routine or scheduling that the City may deem necessary or desirable due to unforeseen circumstances and consideration for the public. The Contractor shall submit his routing system to the City for review at the earliest possible date after the pre-commencement meeting, and prior to the commencement of Work.

The following sidewalks shall be swept first:

- (a) Main Street (Assiniboine – Sutherland)
 - (b) Queen Elizabeth Way (Assiniboine – Lyndale)
 - (c) Portage Avenue (Main – Beverley)
 - (d) Broadway (Portage – Main)
 - (e) Pioneer (Waterfront – Main)
 - (f) Water (Main – Waterfront)
 - (g) Provencher Bridge (Waterfront – Tache)
 - (h) Esplanade Riel (Waterfront – Tache)
- E2.13 All work is to be completed within fifteen (15) working days from the start up date except as follows:
- (a) Adjustments made for inclement weather; or,
 - (b) Other extensions as may be granted by the Contract Administrator
- E2.14 The Contractor may work at any time of the day or night except as follows:
- (a) In the area bounded by and including Main Street, Ellice Avenue, Colony Street, Memorial Boulevard and Broadway, cleanup shall not take place between 06:00 hours and 18:00 hours, Monday to Saturday, inclusive, without a specific waiver from the Contract Administrator.
 - (b) Within one block in any direction from a schoolyard or hospital, cleanup shall not take place between 08:00 hours and 16:30 hours, Monday to Friday, inclusive, without a specific waiver from the Contract Administrator.
- E2.15 The Contractor shall not occupy the curb lane from 07:00 to 09:00 hours and 15:30 to 17:30 hours where posted.

E3. CLEANUP

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

- E3.6 All debris collected during a shift shall be disposed of by the end of the shift in accordance with E3.8.
- E3.7 The Contractor shall remove all paper and plastic products from the debris/abrasives, to the satisfaction of the Contract Administrator, before disposing of the debris at a private/public disposal site. The Contractor shall dispose of the paper and plastic products at a landfill site.
- E3.8 The Contractor shall dispose of all debris and abrasives at either a public or private disposal site which the Contractor has authorization to use.
- E3.9 The Contractor shall supply a copy of the written authorization to utilize dump sites other than specified public dumps at the earliest possible date after the pre-commencement meeting, and prior to the commencement of Work.

E4. CONTRACTOR'S RESPONSIBILITIES

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

E5. EQUIPMENT

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

Only if:

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

E6. WORK REPORTS

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

E7. SAFETY

- E7.1 The Contractor shall perform the Work in accordance with all applicable laws, by-laws and regulations, including, but not limited to the City of Winnipeg Manual of Temporary Traffic Control in work areas on City streets.

- E7.2 The Contractor shall be in possession of a current copy of the Manual of Temporary Traffic Control as a condition to the award of contract. Manuals are available from:

Permits Clerk
Customer Services Division
107-1155 Pacific Avenue

- E7.3 The Contractor shall supply all signs, cones and other temporary traffic control devices necessary for the performance of his duties.

- E7.4 Where "Moving Worksite" alternatives are acceptable, vehicle placement shall conform with the required distance specifications.

- E7.4.1 Traffic cones shall be spaced not more than 4 metres apart.

- E7.5 No employee shall occupy the curb lane in performance of his or her duties without protection as required by the applicable situation of the Manual of Temporary Traffic Control or as otherwise directed by the City to enhance safety.

- E7.6 The contractor shall ensure that all personnel engaged in cleanup wear and utilize a disposable respirator with a N-95 classification, wear a reflectorized safety vest and wear safety boots.

- E7.7 Failure to meet acceptable safety standards may result in the closure of the Work site until acceptable safety standards are met.

E8. DEFICIENCIES

- E8.1 The Contractor must respond to all deficiencies within twenty-four (24) hours of being notified. Failure to respond will give the City the option of rectifying the deficiencies and deducting the cost of the work from the payment to the Contractor.

- E8.2 Failure to remove/dispose of debris and abrasives to a proper disposal site will be considered to be a deficiency and may be dealt with as previously stated in E8.1 .

APPENDIX A
2006 SPRING SIDEWALK SWEEPING AREA
(all measurements are in square metres)

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

<u>STREET</u>	<u>LIMITS</u>	<u>Regional</u>	<u>Local</u>
Adelaide	Notre Dame - Elgin		2328
Albert	Bannatyne – Notre Dame		2407
Alexander	Disraeli - Waterfront		1783
Alexander	Princess - Main		981
Amy	Rupert - James		151
Arthur	Bannatyne – Notre Dame		1762
Austin	Higgins - Henry		762
Balmoral	St. Mary - Ellice		2753
Bannatyne	Waterfront - Hargrave		4037
Bertha	James – Market		409
Broadway	Portage - Main	15656	
Carlton	Notre Dame - Broadway	7081	
Colony	Portage - Broadway		2453
Cooper	Colony - Osborne		185
Cumberland	Donald - Balmoral	3707	
Deacon	Kennedy – 40m W of Kennedy		128
Disraeli	Main - Martha	496	
Donald	Notre Dame – Hargrave Pl	6866	
Edmonton	Notre Dame - Ellice		2863
Edmonton	Broadway - Portage	4088	
Elgin	Adelaide - Princess		851
Ellice	Balmoral - Notre Dame	5487	
Esplanade Riel	Waterfront – Tache	3515	
Fort	Broadway - Portage	4563	
Furby	Portage – 76m S of Portage		490

<u>STREET</u>	<u>LIMITS</u>	<u>Regional</u>	<u>Local</u>
Garry	Ellice - Broadway	5363	
Good	Portage – St. Mary		960
Graham	Vaughan - Main	6654	
Hargrave	Broadway - Portage	4296	
Hargrave	Portage – William	4595	
Hargrave Place	Donald - Smith	80	
Henry	Princess - Disraeli		1270
Higgins	Princess – Main St.	1318	
James	Lily - Waterfront		871
James	Princess - Main	1314	
John Hirsch Pl.	West Limit – East Limit		750
Kennedy	Broadway - Portage	3964	
Kennedy	Ellice - Cumberland		2663
King	Notre Dame - Higgins	7414	
Langside	Portage - Broadway		1717
Lily	Market - Henry		2117
Logan	Princess - Disraeli	1792	
Lombard	Waterfront - Main	3650	
Main	Assiniboine – Sutherland	22801	
Maple	Higgins – Henry		865
Market	Main – Bertha		2060
Martha	Henry – Rupert		1586
McDermot	Waterfront – Hargrave	3967	
Memorial	Broadway - Portage	3673	
Mill	Lombard – South End		60
Navy Way	Assiniboine - Smith		637
Notre Dame	Portage - Isabel	5693	
Osborne	St. Mary – Assiniboine	3723	
Pacific	Waterfront – Princess	2797	
Pioneer	Waterfront - Main	3933	
Portage	Main – Beverly	22775	

<u>STREET</u>	<u>LIMITS</u>	<u>Regional</u>	<u>Local</u>
Portage Avenue E.	Westbrook - Main	1460	
Princess	Notre Dame - Higgins	6559	
Provencher Bridge	Waterfront - Tache	1572	
Quappelle	Hargrave – lane W of Carlton		1143
Quappelle	Edmonton - Balmoral		1354
Queen Elizabeth Way	Assiniboine – Lyndale Dr.	8428	
Rorie	Lombard - Market		1940
Rupert	Princess - Amy		2750
Sargent	Edmonton – Balmoral	1270	
Sherbrook	Portage – 74m S of Portage	497	
Ship	Bannatyne - McDermot		147
Smith	N. Limit of Midtown Bridge - Notre Dame	6123	
Spence	Ellice - Portage		2021
St. Mary	Portage - Main	7081	
Vaughan	Ellice - York	5135	
Water	Main - Waterfront	3567	
Waterfront Dr	Lombard - York	3664	
Webb	Vaughan - Colony		502
Wesley	Main - East End		71
Westbrook	Water - Lombard	1592	
William	Main - Adelaide	0	
York	Colony – Waterfront	8986	
Young	Ellice – Portage		828
<u>TOTAL</u>		<u>217,195</u>	<u>50,655</u>

GRAND TOTAL

267,850

2006 SPRING SIDEWALK SWEEPING AREA (Appendix "A" cont'd)

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

1. Specific bridge decks to be excluded:

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

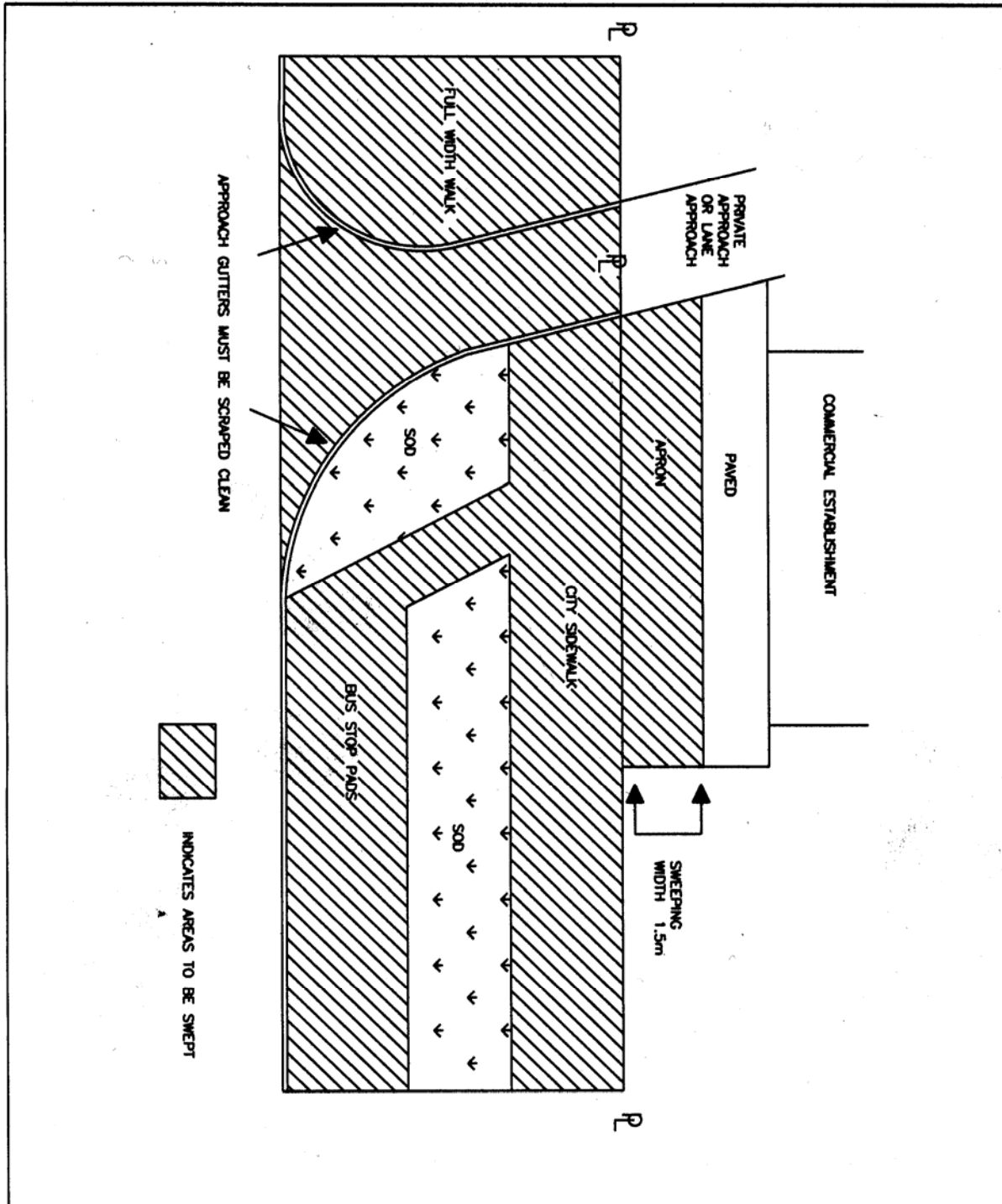
2. Time Limits: All work described above is to be completed within **15** working days from start up date except as follows:


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

To complete the contract within 15 working days, the average daily accomplishment should be 18,000 m².

APPENDIX "B"

TYPICAL SWEEPING DIAGRAM



 <p>THE CITY OF WINNIPEG PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION TECHNOLOGY SERVICES BRANCH 106 - 1155 PACIFIC AVE</p>	<p>APPENDIX "B"</p> <p>TYPICAL SWEEPING DIAGRAM</p>	DATE:	DRAWING NO.
		01-02-01	01
		DRAWN BY:	SCALE:
		T.W.D.	N.T.S

APPENDIX "C"

MECHANICAL SIDEWALK SWEEPING INSPECTION STANDARDS

OBJECTIVE

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

QUALITY OF WORKMANSHIP

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

QUALITY STANDARDS

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

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

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

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

5. GUTTERS: All material from sidewalk (and curbs where applicable) is to be cleaned up and removed by the Contractor. Anything in excess of one-half inch (1/2") of material which goes into the gutter as the result of scraping and hand labour operations, is to be removed by the Contractor. It is advisable, therefore, to instruct all personnel to scrape and hand sweep this material in towards the sidewalk to minimize this problem. The only alternative is to make a pass along the gutter on completion of the walk.

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

Failure to meet these standards will require spot locations or entire streets to be reswept within 24 hours.