



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 570-2009

**RESIDENTIAL GARBAGE COLLECTION SERVICES IN THE NORTHWEST AREA
OF WINNIPEG**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RESIDENTIAL GARBAGE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 20, 2009.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

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

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

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

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

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B6. BID SUBMISSION

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

- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond
 - (d) Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B6.6 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Bids shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B8. PRICES

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

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

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

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

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

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B9.6 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B9.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

- B10.1 The Bidder shall provide bid security in the form of:
 - (a) a bid bond, in the amount of at least fifty percent (50%) of the Total Annual Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least fifty percent (50%) of the Total Annual Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Annual Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Annual Bid Price submitted.
- B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B11.1.1 Bidders or their representatives may attend.
- B11.2 Following the Submission Deadline, the names of the Bidders and their Total Annual Bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

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

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Annual Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 For the purposes of evaluation the Prices submitted for Alternative B will be normalized by adding the estimated cost to the City for Items B7 and B8, as indicated on Form B: Prices.

B14.4.2 Notwithstanding B15.3, should the Total Annual Bid Price of Alternative B or Alternative C, be less than 20% higher than Alternative A, the Contract may be awarded as Alternative B or Alternative C, whichever is lower.

B14.5 This Contract may be awarded on the basis of:

- (a) Alternative A – Manual Collection; or
- (b) Alternative B – Automated Collection – Contractor Supplied Carts; or
- (c) Alternative C - Automated Collection – City Supplied Carts;

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.

B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on all alternatives.

B14.5.2 Notwithstanding B15.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Works of this Contract shall include the collection and proper disposal of all garbage generated from all premises in three separate areas of Winnipeg, described as Locations A and B, which are entitled to such services, and which do not utilize mechanical-loading metal bins for garbage storage – all as governed by the latest amended Solid Waste By-law No. 1340/76. Location A consists of the St. James-Assiniboia areas and West Central Winnipeg including the Downtown on the North side of the Assiniboine River; and Location B consists of the Old Kildonan area.

(a) Alternative A: Shall be the Manual collection and disposal of all garbage in the area described in D2.1

(b) Alternative B: Shall be the Automated collection and disposal of all garbage in the area described in D2.1 with automated carts provided by The City of Winnipeg

(c) Alternative C: Shall be the Automated collection and disposal of all garbage in the area described in D2.1 with automated carts provided by the Contractor

D2.2 It is noted that the Work also includes the collection of scheduled and unscheduled bulky waste items from residential and commercial properties that receive regular collection under this contract.

D2.3 It is noted that the Work also includes the collection of scheduled and unscheduled bulky waste items from multi-family residential properties that receive mechanical container garbage collection outside of this Contract, but within this Contract geographical boundaries.

D3. DURATION OF CONTRACT

D3.1 The Contractor shall perform the Work of this Contract on a scheduled basis during the period of February 1, 2010 to January 31, 2017.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Brent Kellett, C.E.T., PMP
Supervisor of Garbage Collection
109-1199 Pacific Ave.
Winnipeg MB R3E 3S8

Telephone No. (204) 794-4363

Facsimile No. (204) 774-6729

Email: bkellett@winnipeg.ca

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

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

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 five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least fourteen (14) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 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.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain Performance Security until one (1) month from the total performance of the Contract in the form of:
- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the annual value of the Contract, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
 - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the annual value of the Contract; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the annual value of the Contract.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D10.3 Renewal of Performance Security
- (a) Further to D10.1(D10.1(a)), the Renewal Performance Security shall be provided to the City no later than sixty (60) calendar days prior to the expiry of the Current Performance Security.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 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) the performance security specified in D9.1; and
- (iv) evidence of the insurance specified in D9.1

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D13. SAFETY

D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D13.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

MEASUREMENT AND PAYMENT

D14. PAYMENT

D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

D15.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Payments to the Contractor for collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in the Form B: Prices. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price for each payment item collected fully or added to the collection list during the previous month (except for bulky waste collections, which are on a per-premises collection basis). In balance, no compensation will be applied for payment items deleted at any point during the previous month.
- (b) Payments to the Contractor for the initial supply and delivery of automated carts will be made following the end of each month based on the total number of carts initially delivered. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price for each payment item.
- (c) Payments to the Contractor for any additional carts shall be based on the tendered price for additional carts, and shall be the total price of the cart

- (d) The Contractor will be allowed a thirty (30) day period after any payment certificate is initiated by the Contract Administrator for objection to the quantities therein, with such statement of objection, in writing, to be accompanied by a location pickup list showing the Contractor's quantity considerations. The decision of the Contract Administrator will be final following a review of such objection.
- (e) Payment shall be in Canadian funds net fifteen (15) Calendar Days after conclusion of the previous month's Work.

D16. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT:

- D16.1 The unit prices specified on Form B: Prices will be adjusted on the first Contract anniversary date, and subsequent anniversary dates based on the percentage increase or decrease in unit prices for the Contract year, based on eighty-five percent (85%) of the All-Items Consumer Price Index for Winnipeg, normally referred to by Statistics Canada as Table 326-0001. The calculation of the adjustment will be based on February of the previous year to February of the current year Nonetheless; the maximum annual adjustment shall not exceed 10%.
- D16.2 The indices above will be those prepared by Statistics Canada. Since the indices may not be available from Statistics Canada until some time after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

WARRANTY

D17. WARRANTY

- D17.1 Notwithstanding C12, the Contractor shall, at his sole cost and expense, maintain the Work against any and all claims or deficiencies or otherwise which may arise for a period of one (1) month from the end of the contract.

D18. CONCLUSION OF WARRANTY PERIOD

- D18.1 At least two (2) weeks prior to the expiration of the Warranty Period, or upon correction of all outstanding deficiencies, whichever is later, the contractor shall arrange, attend and assist in the acceptance of the Work. The Contract Administrator shall, on being satisfied that all outstanding deficiencies have been corrected, issue a Certificate of Acceptance for the Work to be dated not earlier than one (1) month after the date of Certificate of Total Performance or the date that the Contractor corrects the final deficiencies, whichever is the later, thereby terminating the Warranty Period. The Certificate of Acceptance will, subject to Clause C12, indicate acceptance of the due performance of the Contract.
- D18.2 Extension of Warranty Period
 - (a) Further to Clause C12 of the General Conditions, in the event that all outstanding deficiencies have not been corrected to the satisfaction of the Contract Administrator at least one (1) week prior to the expiration of the Warranty Period, the Contractor shall be required to provide and maintain, at his sole cost and expense, an extension of the Performance Bond for a further one (1) month term with regard to those items of work that have been identified as still being deficient. Failure to do so shall result in the City realizing on the Performance Security.

FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D9.1)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

_____ day of _____, 20____, for:

TENDER NO. 570-2009

RESIDENTIAL GARBAGE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

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

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

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first three (3) years of the Contract;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H1: PERFORMANCE BOND- RENEWAL PERFORMANCE SECURITY

(See D9.1)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

_____ day of _____, 20____, for:

TENDER NO. 570-2009

RESIDENTIAL GARBAGE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

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

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

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

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - 570-2009

RESIDENTIAL GARBAGE COLLECTION SERVICES IN THE NORTHWEST AREA OF
WINNIPEG

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Drawings included in this Work are as follows:
- | Drawing No. | Drawing Title |
|-------------|---|
| WW-CC-01W | Front Street and Back Lane Collection Locations |
| WW-CC-02W | Collection Pickup by Day Cycle. |

E2. UNIT PRICES

- E2.1 The unit prices shall be payment in full for the annual collection and transportation of garbage to the Brady Road Landfill for each separate service delivery to a defined premises type. For payment purposes only, all residential and commercial premises between one and seven units in size shall be considered as a single collection point or location. For the purposes of the Work, locations shall be defined as collection stops or individual property. Multiple residential units, eight units and over, will, for the purposes of payment under this Contract, be considered as an apartment block in accordance with E4.
- E2.2 The unit price for the supply and delivery of automated carts shall be the cost for the purchase of the automated carts and the delivery to each location that collection will be provided under the scope of this contract.

E3. CONTRACT QUANTITIES

- E3.1 The Contractor shall note that Form B: Prices indicates an estimated number of units as of June 30, 2009. These figures are approximate only and are to be used only for purposes of comparison of tenders. Payments will be based on quantities serviced, as certified monthly by the Contract Administrator. It is noted that the totals shown for residential premises include residential premises at commercial locations with shared dwelling units. These locations are considered a single dwelling unit as described in E4. E27. defines the non-residential inventory of the Works as of June 30, 2009. An updated dwelling count will issued to the Contractor in January 2010, but should not deviate much from the total presented herein.
- E3.2 The frequency of collection from apartment blocks, and commercial establishments shall be as specified in E27 herein or as modified in writing from time to time by the Contract Administrator.
- E3.3 Residential services shall be extended to all new residential locations, and will be paid accordingly, whenever a Building Permit status has been changed from "Active" to "Closed" indicating that the premise is habitable and designating it as a taxable and serviceable dwelling. Similarly, residential services shall be ceased, and payment quantities reduced accordingly, whenever demolition, abandonment or other circumstances cause termination of garbage generation at a location.
- E3.4 For all multi-family and commercial service categories, service shall be extended to all new or additional units immediately when directed in writing by the Contract Administrator.
- E3.5 The number of units serviced by this Contract for all non-residential service categories shall also be reduced when any premises is no longer generating solid waste or when a commercial premises converts to a container with collection outside this Contract. All such changes shall be carried out when directed in writing by the Contract Administrator. Should any service deletions occur that are not identified by the Contract Administrator, they shall be so reported. Where they fail to be reported, payment for that premises for the period for which the service was not provided will be deleted as determined by the Contract Administrator. This shall not apply when the unit or any part thereof is not generating waste because of normal vacation absence of occupant.

E3.6 The Contractor shall note that customers have the right to use or reject solid waste collection service arranged through the City, and therefore the City cannot guarantee the actual number of premises under this Contract. Also, the Contract Administrator may designate the type of collection to be used, which may cause an increase or a reduction in the number of premises served.

E3.7 The following table shall be used as a reference for the number of locations (stops) per collection day as well as the number of dwelling units at each location:

Day Cycle	Dwelling Unit Counts							
	1	2	3	4	5	6	7	Grand Total
1	9,466	25	0	0	0	0	0	9,491
2	8,961	23	2	0	0	0	0	8,986
3	8,988	26	4	2	0	0	0	9,020
4	8,437	128	3	5	1	2	0	8,576
5	5,105	605	120	68	18	30	4	5,950
Total	40,957	807	129	75	19	32	4	42,023

E3.8 The following table is the 2008/2009 Monthly Tonnes for the Contract area broken down by months:

Month	Tonnes	Month	Tonnes
January 2008	2,888	October 2008	4,478
February 2008	2,167	November 2008	2,909
March 2008	2,360	December 2008	2,460
April 2008	3,758	January 2009	2,591
May 2008	4,098	February 2009	2,099
June 2008	4,763	March 2009	2,415
July 2008	4,474	April 2009	3,590
August 2008	3,710	May 2009	4,066
September 2008	3,927	June 2009	4,792

E4. PAYMENTS

E4.1 Manual Collection

E4.1.1 Payments will be made for the following collection service categories defined on Form B: Prices, as "Items". (Note: All collections are to be from premises-supplied garbage cans or bags unless otherwise stated).

- (a) For each residential location, church and charitable institution for the removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each location served by either a back lane or by front street.
- (b) For each apartment block for the manual removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each apartment block category, as follows: - 8 – 15 suites

- (c) For each apartment block for the manual removal (from garbage bags or cans) of all garbage, rubbish and ashes on a twice per week basis at the tendered price per year for each apartment block category: - 8 – 15 suites
- (d) For each commercial establishment for the manual removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each premises.
- (e) For each residential location designated for special walk-in service for the handicapped at the tendered price per year for each premises.
- (f) For each residential or apartment premises provided with an "authorized" or an "abandoned" bulky waste pick-up in accordance with E6.

E4.2 Cart Collection

E4.2.1 Payments will be made for the following collection service categories defined on Form B: Prices, as "Items". (Note: All collections are to be by automated cart collection in accordance with E7).

- (a) For each residential location, church and charitable institution for the removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each location served by either a back lane or by front street.
- (b) For each apartment block for the manual removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each apartment block category, as follows: - 8 – 15 suites
- (c) For each apartment block for the automated removal (from automated carts) of all garbage, rubbish and ashes on a twice per week basis at the tendered price per year for each apartment block category: - 8 – 15 suites
- (d) For each commercial establishment for the automated removal of all garbage, rubbish and ashes on a five-day cycle basis at the tendered price per year for each premises.

E4.3 Cart Supply and Delivery

E4.3.1 Payments will be made for the following collection service categories defined on Form B: Prices, as "Items". (Note: Cart supply and delivery is to be in accordance with E8).

- (a) The tendered price for supply and delivery of 240 litre automated carts shall be a fixed amount per year per cart.
- (b) The tendered price for the supply and delivery of additional carts in year 2 – 7 shall be the total cost of the automated cart.

E5. WALK IN SERVICE CUSTOMERS

E5.1 At those premises designated by the Contract Administrator, the Contractor shall provide "walk-in service" to collect from a location adjacent to the house. Empty containers and lids, or automated carts shall be replaced at the storage location. This service is applicable only to specifically approved residential premises (either served by a back lane or front street) designated by the Contract Administrator when the occupants meet the criteria with respect to medical conditions. Payment is in accordance with E4.1.1(e). Walk-in service shall not be provided for bulky wastes. Bulky wastes for residential premises provided with "walk-in service" shall be treated in the same manner as any other residential premises.

E6. BULKY WASTES COLLECTION SERVICES

E6.1 Bulky Wastes are defined by the Solid Waste By-Law [Clause 2(d)] as large items of garbage exceeding 34 kilograms (75 pounds) in weight or exceeding 1.5 metres (5 feet) in any direction, including large appliances, furniture and mattresses but excluding automobile parts regardless of size or weight. Notwithstanding statements to the contrary which may be contained in the Solid Waste By-Law 1340/76, and amendments thereto, smaller cardboard boxes, Christmas trees, tree cuttings approximately one metre in length and approximately 100 mm in diameter, in bundles not exceeding 34 kg and such materials shall not be considered as bulky wastes and

shall be collected with the regular collection of the garbage. The placement of these items is required to be in accordance with the placement of bulky wastes as specified in the Solid Waste By-Law (By-Law 1340/76) as amended. As a matter of clarification, please note that bulky wastes may be generated by any building type collected, including apartment, commercial or charitable premises in the Contract service area not serviced under these Works, but serviced under the City of Winnipeg's Mechanical Collection Contract.

- E6.2 It is noted, however, that Provincial Regulations prohibit the collection of appliances such as fridges, freezers and air conditioners, which contain CFC's (chlorofluorocarbonate depleters of the earth's protective ozone layer). The City collects such material under separate contract. It is a Provincial penalty to dispose of CFC devices with garbage collection. Any individual or firm caught doing so is liable for fines beginning at \$10,000 per incident as per the Provincial Ozone Depleting Substances Act. (CCSM 080)
- E6.3 The Contractor shall only collect bulky wastes that are formally authorized and specifically requested by the Contract Administrator for pick-up. Such collections shall be either along with the regular collection activities or under a separate collection as noted by the Contractor and declared to the Contract Administrator prior to the initial commencement of these Works. The Contractor shall schedule a bulky waste pick-up for a minimum of one working day for each cycle period (namely cycle day or specific day of the week).
- E6.4 The Contract Administrator will notify the Contractor of all required bulky waste collections by phone, facsimile or electronic means and the Contractor shall collect all bulky wastes identified and properly placed out for collection at the premises in the next scheduled bulky waste pick-up. Failure to do so shall constitute each pick-up declared a service deficiency under E16.8. The intent of the Contract is that the Contractor shall collect all bulky wastes placed out for pick-up in the Contract service area within one collection cycle of being notified of the required pick-up.

Any such material bypassed as outside By-Law limits, when confirmed by the Contract Administrator, will not be considered as a service deficiency.

- E6.5 Further to E6.3 above, it is the intent of this Contract that bulky waste items, which have been "abandoned" within the street/lane collection rights-of-way, shall be collected as part of these Works. For purposes of this Contract, the term "abandoned bulky waste" shall mean any "unauthorized" bulky waste that remains in the public collection right-of-way for two weeks after placement, and which has not been formally directed for collection under E6.3 above. Where a bulky item qualifies as an "abandoned bulky waste", it shall be collected by the Contractor as a bulky waste premises collection.
- E6.6 To aid in the interpretation of any bulky waste item as being "abandoned" and therefore to be collected under these Works, the following criteria shall apply:
- (a) the bulky waste must be located in the public right-of-way;
 - (b) does not contain any C.F.C.'s; and
 - (c) must satisfy one of the following conditions:
 - (i) the material's type and location has been identified and communicated to the Contractor by the Contract Administrator as "abandoned"; or
 - (ii) the material has been by-passed by the Contractor as a non-authorized bulky waste collection [under E6.3 above] at least twice; or
 - (iii) the material location is such that the bulky item is clearly derelict, and the making of collection arrangements is clearly being avoided by the owner.
- E6.7 The payment for bulky waste collection is per location up to six (6) items. If the same location produces seven (7) or more items during the same collection cycle, an additional bulky waste payment will be made for items seven (7) through twelve (12). The payment for the collection of bulky wastes shall be in accordance with E4.1.1(f), with monthly quantities equal to the sum of bulky premises collections authorized by the Contract Administrator during the period, plus the total number of "abandoned" bulky collections provided during the period. The Contractor shall record the kinds and numbers of abandoned bulky items collected at each premises, and shall

submit an aggregate list of all such abandoned collections to the Contract Administrator each month in time for incorporation into the monthly Progress Estimate.

E7. ALTERNATIVE B & C - AUTOMATED CART COLLECTION

- E7.1 Location of service will not change with automated carts. Locations currently collected in rear lanes will remain as rear lane collection. Collection vehicles must be capable of manoeuvring through the lanes in the collection area, (right of ways from approx. 4.27m to 6.1m). Residents will be instructed to place carts on the same side of lane as utility poles so as to allow a single pass of the collection vehicle down the lane
- E7.2 The Contractor will be required to service all carts set out for collection but is not required to collect any material set outside the cart unless a bulky waste request as set out in E6 above has been requested. The Bulky waste item may be collected at the same time as the cart is serviced or by a separate vehicle and time provided it meets the conditions identified in E6.
- E7.3 Collection of garbage from automated carts shall be from automated collection vehicles. Collection vehicles must be equipped with a mechanical lift mechanism, and must be capable of dumping carts and replacing cart to its original location without damage to cart. Lift mechanism must be capable of picking up and dumping carts past any obstructions or parked vehicles. The contractor shall be responsible for dumping of all carts that have no obstruction immediately between cart and collection truck.
- E7.4 Where Walk In Service Customers exist, the collector is required to collect and replace the cart from a location on the property as directed by the Contract Administrator.

E8. ALTERNATIVE C - SUPPLY AND DELIVERY OF AUTOMATED CARTS

- E8.1 The Contractor shall supply and deliver automated carts and will be paid in accordance with E2.2
- E8.2 The automated garbage carts must meet the following specifications:
- | | |
|---------------------|--|
| Style: | North American |
| Lock Bar: | Aluminum, Vertical height from base: 460mm to 470mm
Width of bar: 150mm |
| Nominal Capacity: | 240 litres |
| Nominal Dimensions: | 1070mm H x 660mm W x 680mm D |
| Material: | Injection moulded, High Density Polyethylene |
| Colour: | Charcoal/Grey |
| Wheels: | Two flush-mounted one piece wheels minimum diameter 250mm |
| Axles | Must be a minimum 22mm diameter solid steel |
| Handles: | Moulded – in rear upper container handles |
| Logo/Design: | One (1) colour hot stamped as specified by the City |
| RFID tag | Shall be Ultra High Frequency type and be attached to each cart |
| Performance: | Minimum Ten (10) year full replacement warranty |
- E8.3 Carts must be capable of being dumped by an automated style collection vehicle.
- E8.4 The contractor shall furnish all labour, equipment and materials associated with the assembly and distribution of containers. Containers shall be delivered completely assembled. Care should be taken to ensure the containers do not block residential driveways, pathways and roadways.
- E8.5 The contractor shall be required to distribute educational materials to each property simultaneously with the distribution of containers. This material will be developed and produced by/for the City and will be provided prior to commencement of distribution. The material will be packaged so that it is would be easily attached or inserted in the containers.

E8.6 Containers shall be delivered between the hours of 08:30 and 19:00 hours, seven days per week.

E8.7 Container distribution shall be completed by January 31, 2010.

E8.8 All single-family residences will receive one container. Multi-unit residences will receive containers based on the current levels of service.

E8.9 Containers shall be placed in accordance with the lists and maps supplied by the City.

E9. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION

E9.1 The cycle days shown on attached drawings are as defined under the smaller service delivery areas currently in place. Consolidations of each cycle day shall be done on a large area basis to minimize the number of areas in which vehicle are working daily.

E9.2 The Contractor shall provide a detailed schedule of collection routes including the starting points of each piece of equipment to be used on each cycle collection day for each route, no later than **one month prior** to the commencement of the Works of this Contract. This schedule is subject to the approval of the Contract Administrator, and shall be maintained throughout the Contract period unless formally changed in accordance with E9.7.

E9.3 All residential pick-ups shall be scheduled on a five-day cycle basis, and other service items on a five-day cycle basis or a twice-per-week basis, as defined in E27 or as subsequently designated by the Contract Administrator.

E9.4 A five-day cycle basis means on a schedule basis so that each premises receives collection service every fifth working day as designated by the Contract Administrator.

E9.5 A twice per week basis means twice in each calendar week for those apartments designated, and such pick-ups shall be scheduled on either Monday/Thursday or Tuesday/Friday cycles, except for statutory holidays in accordance with E10.1. In such cases, the Contractor shall provide the required twice-per-week collections on a Tuesday/Thursday, Monday/Wednesday, or Wednesday/Friday schedule, depending on the holiday day of the week -- except for the two-day Christmas holiday period, where one of the two twice-a-week schedules will be reduced to once-a-week, depending on the days of the week involved, as directed by the Contract Administrator. Missed collections associated with failure to adequately notify may be subject to the penalty provisions of E16.

E9.6 The hours of collection shall be between 7:00 a.m. and 5:00 p.m., except in the cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of collection accordingly, provided that any deviation from the schedule is reported to the Contract Administrator by the Contractor immediately or as may be required elsewhere in this Contract. In any event however, the Contractor will not start earlier than 7:00 a.m. nor carry out collections past 10:00 p.m.

E9.7 Should the Contractor wish to change the schedule of pick-ups during the course of the Contract, the Contractor shall notify the Contract Administrator in writing at least eight calendar weeks prior to the proposed date of change. The Contractor is advised that the day-cycle system is also utilized by the City's Recycling Program currently provided to all single-family premises, and considerations of pick-up schedule change requests will involve this major factor as well. Accordingly, any change shall be subject to the approval of the Contract Administrator. The Contractor shall be responsible for the duplication and delivery to each affected premises of a suitable notice of the change, prepared and authorized by the Contract Administrator from relevant information supplied by the Contractor.

E10. PEAK PERIODS AND HOLIDAYS

E10.1 There is considerable variation in the amount of garbage to be picked up in a given area from week to week, particularly after a non-collecting holiday -- as noted below. The Contractor shall

meet this variation in demand by using extra equipment, manpower or overtime if required, in order that the garbage is regularly picked up as scheduled. To accommodate extended collections during peak periods, the City's Disposal Utility has agreed to extend its hours of operation as noted in E25.4, although the City will pass on its costs at the rate of \$150.00 per hour to all Contractors in proportion to their specific use during the period in question.

E10.2 The Contractor shall not collect garbage on Saturdays or Sundays, or on the following holidays or on days observed by the City of Winnipeg in lieu of these holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or any other day observed as a holiday as directed by the Contract Administrator.

E10.3 The Contractor is advised that the City publishes a Recycling and Garbage Collection calendar annually, which is available upon request (and is also in the back of the Winnipeg White Pages phone book).

E11. LIST OF EQUIPMENT

E11.1 Full-time equipment proposed shall not be used to collect wastes outside these Works.

E11.2 To ensure equipment suitability for effective Contract performance throughout the duration of the Works, vehicles used in the performance of these Works shall be no older than the model year 2008 without the expressed written permission of the Contract Administrator.

E11.3 Further to the equipment information required by the Equipment Schedule, the Contractor shall provide the Contract Administrator with a list of all equipment, including identification numbers, to be used in the execution of this Contract, at least one month prior to starting the Contract. Whenever an addition or deletion is proposed, the Contractor shall notify the Contract Administrator in writing, one calendar week prior to this change actually taking place. Under emergency conditions caused by equipment breakdown, snow storms or similar conditions, same day notice shall be considered adequate. Equipment not previously identified to the Contract Administrator may not be allowed to dispose of collected material at no charge, to the disposal site identified in E25.

E11.4 The City may elect, at anytime throughout the Contract, to install GPS monitoring equipment on the vehicles used for this Work. The monitoring of vehicles would be to ensure the Contractor is providing collection services in a timely and effective manner. The tracking of vehicles will only be on scheduled days of collection.

E12. INSPECTION

E12.1 Periodic inspections of the Contract area, including vehicle inspections and contents therein contained, may be made by the Contract Administrator to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the work is being performed satisfactorily.

E13. COMMUNICATIONS REQUIREMENTS

- E13.1 The Contractor shall maintain an office, equipped with a phone and facsimile machine and staffed by a competent person, open from 8:00 a.m. to 4:30 p.m., not including Saturdays, Sundays and statutory holidays.
- E13.2 The Contractor shall have a qualified field supervisor, dedicated to this Work only, on duty throughout all hours of the performance of these Works, and they must be equipped with a cellular telephone so as to ensure a constant ability to be contacted by the City and to enable a courteous, speedy, and efficient response to all service deficiencies.
- E13.3 The Contractor shall submit to the Contract Administrator a prioritized listing of the Contractor's staff that can be contacted after the office hours noted above if required. The Contractor shall ensure that this listing is current by providing the Contract Administrator with an updated listing whenever changes to staff contacts occur.
- E13.4 Should the City be unable to contact the Contractor to respond to service deficiency concerns, the City will immediately address the deficiency in service and the associated costs shall be charged to the Contractor as liquidated damages.

E14. DISMISSAL OF EMPLOYEES

- E14.1 In addition to C5 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the collection process for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
 - (c) Solicitation of gratuities or tips from the public for services performed under this Contract;
 - (d) The refusal to collect and/or handle garbage placed out for pick-up in accordance with this Contract;
 - (e) The wanton or malicious damage or destruction of containers and/or receptacles;
 - (f) The wanton or malicious scattering or spilling of garbage;
 - (g) The provision of services by staff who are clothed in a manner that is clearly of an unacceptable public standard; or
 - (h) The scavenging or removal from the disposal stream of material placed out for collection (in violation of Paragraph 13 of the Solid Waste By-law 1340/76).

E15. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN

- E15.1 If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. Such supplementary support resources will continue at the Contractor's expense until the Contract Administrator is advised of a satisfactory plan of action to correct the referenced performance deficiency or until other remedy as provided in the Contract is invoked.
- E15.2 The Contractor shall immediately notify the Contract Administrator or Designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service. Should the City not be advised, then the associated uncollected premises may be deemed an area omission under E16.3 following, and subject to the performance deficiency remedies contained therein.

E15.3 Where isolated groups of premises such as bays or street sections have erroneously been missed in a collection operation, the following shall occur. Where the Contractor receives notice of a missed sector or sectors and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out such collections at the Contractor's cost, and such costs will be deducted from subsequent progress payments. The correction of such missed collections will not relieve the Contractor of the Schedule obligations of E9.

E16. SERVICE STANDARDS

E16.1 One of the goals of the Solid Waste Division is to provide excellent service to its customers.

E16.2 In order to determine the level of service being provided, the City operates a Call Centre and tracks service deficiencies and other calls from its customers. Every call or email to the Call Centre generates a service request. Service requests are categorized into five main categories:

- (a) Service Deficiency
- (b) Request for Service
- (c) Same Day Miss
- (d) Miscellaneous
- (e) Bulky Service Request

E16.3 Service deficiencies are typically, but not limited to, instances of:

- (a) Missed collection
- (b) Misplaced or damaged collection container
- (c) Spillage
- (d) Dangerous driving
- (e) Profanity
- (f) Damage to private or public property
- (g) Excessive noise

E16.4 A notification from a customer regarding missed collection that is received before 4:30 p.m. on the same day as the scheduled collection is not a service deficiency.

E16.5 Further to E16.3 discretion will be applied by the Contract Administrator in cases where there are circumstances beyond the control of the Contractor such as high winds. This discretion will only be applied in a limited number of cases.

E16.6 The Contract Administrator shall provide the Contractor a copy of every service request, except for those classified as Miscellaneous. The City will supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the service request. The City will provide software application training during this process.

E16.7 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a service deficiency fee of \$75.00 per occurrence.

E16.8 In the case of a missed pick-up, the Contractor shall be assessed a missed service deficiency fee in the amount of seventy-five dollars (\$75.00) for each unit as defined in the Form B: Prices

which, after investigation, has been determined by the Contract Administrator to have been missed on any collection.

- E16.9 The Contractor shall not be assessed a missed service deficiency fee for a missed collection if the Contractor collects the missed pick-up as outlined in E15.3. The Contractor will not be entitled to compensation for the additional volumes of subsequent pick-ups.
- E16.10 The Contract Administrator shall make known to the Contractor's Supervisor, or to the competent person in the office, notification of this missed pick-up. Notification of the missed pick-up by phone, by facsimile or electronically, or in person by the Contract Administrator, shall be sufficient notice for the application of the missed service deficiency fee for missed pick-ups. The sum, as defined above as a missed service deficiency fee, will be deducted from the Contractor's payment for the month of occurrence. These considerations are not intended to be applied to major service delays associated with the conditions described in E15.1.
- E16.11 If there are more than six (6) service deficiencies on any day, a penalty of \$75.00 per service deficiency in excess of six (6) will be assessed.
- E16.12 If there are less than four (4) service deficiencies on any day, an incentive bonus will be paid in the amount of \$150.00 per day.
- E16.13 At the end of every month, the Contractor Administrator will generate a report for all addresses that have experienced three or more service deficiencies during the previous six months. A service deficiency fee of \$150.00 per address on the report will be assessed for each month the address is on the list.
- E16.14 In order to allow for the Contractor to become familiar with the work, E16.8, E16.11, E16.12 and E16.12 will not apply for the first month of this Contract.
- E16.15 Any and all claims for damage assigned to the Contractor by the City, will be classified a service deficiency and must be handled in the same timeframe as in E16.7. If, after one collection cycle, the deficiency has not been addressed to the satisfaction of the Contract Administrator, the City will resolve the claim with material and penalty charges deducted from the monthly progress estimate.

E17. IMPASSABLE ALLEYS AND/OR STREETS

- E17.1 The garbage shall be removed under all weather conditions, with the exception of an act of God (such as a flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Contract. However, even in such cases, areas or parts of areas, which are able to be collected, shall be serviced. Service may be temporarily postponed only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E17.2 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain pick-ups altogether, no payments shall be made, even though the garbage is generated and shall be picked up on subsequent collections. Payments for partial monthly pick-ups shall be pro-rated.
- E17.3 In the event that an alley or street is impassable to vehicular traffic due to mud, encroaching trees or construction, the Contractor shall employ reasonable measures to provide collections, and will, accordingly, not be held responsible for any default in missed pick-ups from such alley or street. If the residents, however, in the case of an impassable alley, take their garbage on the appropriate cycle-day to the front street of such alley, the Contractor shall pick it up from the street. The Contract Administrator will endeavour to advise the Contractor ahead of time of construction impediments whenever so advised by others.
- E17.4 The Contractor shall notify the Contract Administrator of any alley or street that the Contractor feels is impassable due to mud, encroaching trees or construction. In the event that the street

and/or alley is declared by the Contract Administrator to be impassable, due to mud or construction--except as outlined above in the case of an impassable alley fronted by a passable street, the Contractor and Contract Administrator shall mutually agree to a method of removing the garbage, and the Contractor shall remove the garbage agreed to within the next two working days. Payment for the additional work involved in the pick-up of the garbage removed in this manner shall be made as extra work under this Contract. The extra work entitlement shall be only that work which is required by the Contractor to remove the garbage from the impassable street or lane to a point where it can be picked up by the Contractor at the nearest passable street or lane.

E17.5 In the event that the street and/or alley is declared by the Contract Administrator to be passable, and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day.

E17.6 No extra Work is to be carried out until the Contractor and Contract Administrator decide upon the extra work price, in writing in accordance with C7 of the General Conditions.

E18. RESIDENTIAL GARBAGE COLLECTION – RELATED BY-LAWS/INTERPRETATIONS

E18.1 Further to C6 of the General Conditions which identify the Contractor's statutory obligations to comply with all laws which relate to the Work, and to the preservation of public health and safety, three specific By-laws are highlighted herein for purposes of particular focus and interpretation for these Works: these being the Solid Waste By-law 1340/76, the Anti-Litter By-law 1075/75, and the Noise Control By-law 2480/79.

E18.2 The Solid Waste By-Law 1340/76 and the Anti-Litter By-law 1075/75 as periodically amended by City Council are available on the City of Winnipeg Web Site at <http://winnipeg.ca>. All terms and requirements used in and under this Contract shall be in accordance with the Solid Waste By-Law, except for the interpretation of the By-Law outlined below:

- (a) That Paragraph 14(C) under "Removal and Disposal of Wastes" which reads "the City will remove all garbage, rubbish and ashes from commercial establishments up to twice per week in quantities not to exceed 1.5 cubic metres (1.5 cu. m) volume per pick-up", shall be interpreted to mean that service to commercial establishments will be limited to 1.5 cubic metres (1.5 cu. m) volume per pick-up provided the garbage is placed in garbage cans or plastic bags. Use of garbage cans or plastic bags requires that they be placed out for pick-up on the lot line. Twice per week pickup only applies in the Downtown commercial area.
- (b) For payment purposes, residential premises shall be defined as is indicated in Clause E4, "Payments".
- (c) Churches and charitable institutions means all churches, synagogues, and all other places of worship deemed to be such by the Contract Administrator and all charitable institutions deemed to be such by the Contract Administrator but not to include schools, universities, colleges, other places of learning, hospitals, or other similar institutions. Should a church or charitable institution generate on a continuous basis garbage equivalent to that generated by a commercial establishment, the Contract Administrator may at the request of the Contractor, for the purpose of payment under this Contract, designate the church or charitable organization, as a commercial establishment. Otherwise, it will be designated as a residential premise for payment purposes.
- (d) Apartments are as defined in By-Law 1340/76, except for the purposes of the Contract shall not include apartments utilizing containers designed for mechanical front-loading or side loading collection as described in Section 7(a)(iii) of By-Law 1340/76 as subsequently amended.
- (e) Notwithstanding statements to the contrary that may be contained in the Solid Waste By-Law and amendments thereto, for the purposes of the Contract, the Contractor shall be required to enter private property and collect garbage from any pick-up location within 1.5 metres of the alley lot line provided the Contractor does not have to open a gate or lift

containers over a fence higher than 0.5 meters. The height of the fence shall be the distance from the ground to the top of the fence.

- (f) The Contractor shall be required to remove garbage contained in approved containers from enclosed garbage stands provided the enclosed stand is equipped with front opening doors, provided that the stand was built prior to February 3, 1977, and provided the stand is located in accordance with (e) above.
- (g) Notwithstanding the provisions of the Solid Waste By-Law and amendments thereto, for the purposes of the Contract, the Contractor shall be required to remove incidental quantities not exceeding 25 kilograms per pick-up (i.e., premises visit), of dirt, sod and construction and demolition waste that is properly packaged as part of the garbage placed for collection.

E18.3 In the event that property owners commence or discontinue the use of the type of containers specified in this Contract, then the Contractor shall commence or discontinue service, as the case may be, as directed by the Contract Administrator.

E18.4 The City of Winnipeg Noise Control By-law No. 2480/79, as enforced by the Winnipeg Police Service, has specific applicability to these Works as it relates to citizen rights to an "environment free from excessive sound that may be prejudicial to their health or welfare or safety or degrade the quality of life," and the following excerpts are noted herein:

Section II Definitions: 2.2.13

NOISE NUISANCE: Means any loud, unnecessary, or unusual sound, or any sound whatsoever which either annoys, disturbs, injures, endangers, or distracts from the comfort, repose, health, peace, or safety of any person.

Section III Prohibited Acts: 3.2.6

LOADING AND UNLOADING: No person shall load, unload, deliver, pack or unpack or otherwise handle any containers, products, materials OR GARBAGE in such a manner as to create a noise nuisance.

E18.5 The Contractor shall note that there are no exemption clauses for garbage collection activities either relative to this activity specifically, or to time-of-day criterion, and that any person, subject to Police Services enforcement, may claim a noise nuisance. Accordingly, it may be necessary to vary the schedule or other aspects of these Works should specific isolated infractions be identified resulting from these Works. The Contractor is also advised that By-law Paragraph 4.1.8 does provide for exemption by permit from the Chief of Police, which might be a Contractor option should the Noise By-law cause uncontrollable impediment to satisfactorily carrying out the full requirements of these Works.

E19. DISCRETIONARY AUTHORITY UNDER THE SOLID WASTE BYLAW

E19.1 Wherever the Solid Waste By-Law (By-Law 1340/76) and amendments thereto, provides for discretionary authority by the Chief Administrative Officer or designate, or where this discretionary authority is implied in the By-Law, this discretionary authority, as it pertains to matters under this Contract, shall lie with the Contract Administrator.

E20. DEALING WITH IMPROPERLY STORED / PLACED / UNSAFE GARBAGE CONTAINERS

E20.1 Should the Contractor find that the garbage is not placed or stored in accordance with the Solid Waste By-Law, By-Law 1340/76 and its applicable amendments, the Contractor shall pick up the garbage and notify the Contract Administrator of the By-Law infraction within 24 hours. Alternatively, if the infraction is such as to make the pick-up unreasonable, the Contractor may leave the pick-up and notify the Contract Administrator as soon as possible within that working day or commencement of the subsequent working day. Where containers are deemed by the Contractor to be dangerous to handle or structurally unsound so as to impede a reasonable, litter-free or safe collection operation, the container may be left uncollected and shall be tagged in accordance with E21. The Contract Administrator may request the Contractor or supervisor, to meet at a time stipulated by the Contract Administrator, at the location of the pick-up where

the By-Law infraction exists to explain the alleged infraction. If there is an infraction of the By-Law, then the Contract Administrator will take immediate steps to have the By-Law provisions enforced and notify the Contractor to resume garbage collection.

E21. TAGGING OF UNCOLLECTED MATERIALS

- E21.1 The Contractor shall affix a notice-of-explanation “tag” to all material by-passed during a premises collection operation and left uncollected by reason of storage or placement concerns in accordance with E20 or any other By-law infraction (e.g., an ineligible material). The “tag”, to be supplied by the City, shall be completed by the Contractor and then firmly attached to the material/container with duct tape or other suitable mechanism. The “tag” will then describe the reason why the material was left uncollected and will advise the premises of the City’s phone number for correction advice.
- E21.2 This “tagging” is intended to reduce repeat By-law infractions at any location and the associated impacts on collection effectiveness and public relations.
- E21.3 Failure to tag the material may result in the pick-up being declared a “service deficiency” under E16.2(a).

E22. DAMAGE, MISUSE OR REMOVAL OF GARBAGE CONTAINERS

- E22.1 The Contractor shall employ reasonable care not to damage, misuse, or permanently remove any garbage container. As noted in E20, fully deteriorated containers shall not be collected or disposed of with the collection but shall be by-passed and tagged. The Contractor shall replace emptied receptacles in the same location as prior to pick-up. Lids shall be replaced on cans after collection. Failure to respond promptly to violations of this clause may result in correction by the City with costs recoverable as liquidated damages. Should container loss or damage result from unreasonable use of any container, as determined at the sole discretion of the Contract Administrator, the alleged loss or damage claim will be forwarded to the Contractor for resolution.

E23. GARBAGE SPILLAGE

- E23.1 The Contractor shall be responsible for cleaning up any spillage resulting from an unreasonable use of any garbage container to a satisfactory condition, as determined at the sole discretion of the Contract Administrator.
- E23.2 The Contractor shall be responsible for any spillage resulting from leakage of any fluids discharged from the Contractor's equipment during and after the packing operation.
- E23.3 The Contractor shall be responsible for any spillage resulting from the leakage of fluids due to a malfunction of the Contractor's equipment.
- E23.4 The Contractor shall clean up garbage spillage promptly and completely. Where spillage includes waste oils, paints and other liquids, the Contractor shall use appropriate measures, as approved by the Contract Administrator, to remove all traces of the liquid as practicable.
- E23.5 In the case of a fire occurring in a loaded garbage packer and where the load is dumped at the location of the fire occurrence, the Contractor shall be responsible to clean up the spillage as soon as the fire is brought under control and, at a minimum, this must be done on the same day.
- E23.6 The cleanup of any spillage will be considered, as incidental to the Contract and no additional payments will be made for any such work.
- E23.7 Failure to satisfactorily clean up spillage, according to the above, may result in the City undertaking or authorizing the cleanup, and all costs incurred will be charged to the Contractor as liquidated damages.

E24. DEAD ANIMALS

E24.1 The Contractor will not be required to pick up dead animals from the street system.

E25. SOLID WASTE DISPOSAL SITE

E25.1 The designated garbage disposal site for this Contract shall be the City of Winnipeg Brady Road Sanitary Landfill Site located approximately one mile south of the Perimeter Highway (P.T.H. #100) on Brady Road.

E25.2 No garbage collected under this Contract shall be deposited in any place in the City or outside other than those places approved by the Contract Administrator.

E25.3 The hours of operation of this landfill site are currently as follows (but are subject to change):

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

E25.4 Should the solid waste disposal facility be open longer hours, or on certain statutory holidays, the Contractor shall be permitted to take advantage of these hours, subject to the collection hour limitations of E9. During occasional peak garbage generation periods, the City may keep the landfill open after hours at its discretion upon specific daily request by the Contractor to the Landfill Supervisor. The notice to the City's Customer Service Call Centre required by E15.2 shall be carried out whenever extended landfill hours are requested.

E25.5 The Contractor shall note that the dumping face at the landfill may vary in location within the site throughout the Contract period.

E25.6 At the City's solid waste disposal facility, the Contractor's collection personnel shall be required to take direction from the Contract Administrator or delegate at the Landfill facility as to the location of disposal to be used in the site. The Contractor's personnel using the disposal facilities in the course of the discharge of their duties under this Contract, shall respect all posted speed operational regulations, safety policies and procedures for contract employees, any oral directions given by that Contract Administrator or designate, weigh in their vehicle and load prior to entering the facilities, and weigh out once every three months as a minimum to confirm the tare weight of their vehicle.

E26. DISPOSAL CHARGES

E26.1 The Contractor shall not be charged for disposal of garbage collected under the terms of this Contract at the designated disposal site. Any disposal of garbage collected outside the terms of this Contract as part of the deliveries under Contract is strictly prohibited, and shall be considered a default of the Contract.

E26.2 Should the Contractor wish to dispose of garbage collected under the Contract mixed with other garbage in a load, the Contractor shall be required to pay for the disposal of the total load.

E26.3 The Contractor should note that the disposal of garbage not collected under this Contract but disposed of at no charge at any City landfill site is a violation of Clause 18(h) of the Solid Waste By-Law. The Contractor's attention is drawn to the penalties listed in the By-Law for violations under the By-Law 1340/76 and its applicable amendments.

E27. EQUIPMENT AND PERSONNEL SAFETY REQUIREMENTS

E27.1 The Contractor is expected to meet or exceed all equipment and Personnel safety requirements required by Federal, Provincial and Municipal law.

E27.2 The Contractor's name and unit number shall adequately identify the Contractor's equipment so that unit can be readily identified. All unit identification lettering and numbers must be at least 100mm high.

E28. METRIC MEASUREMENTS

E28.1 The copy of By-Law 1340/76 and amendments thereof, forming part of this specification, is in metric measurements.

E29. SERVICE LOCATIONS

E29.1 The following is a list of Apartment locations for this Work.

Street Number	Street Name	Dwelling Units	Pickup Days
347	Beverley St	11	Mon./Thur.
478	Elgin Ave	8	Day 5
125	Kate St	10	Day 5
228	Notre Dame Ave	50	Mon./Thur.
206	Olive St	8	Day 3
242	Princess St	9	Thur.
468	Sherbrook St	8	Tues./Fri.
370	Simcoe St	8	Day 5
576	Toronto St	10	Day 5
679	Toronto St	11	Day 5
757	Wellington Ave	8	Tues./Thurs.
796	Wolseley Ave	21	Mon./Thur.

E29.2 The locations may be switched to twice per week collection at anytime throughout the Contract.

E29.3 The following is a list of charitable and commercial service locations for this Work.

Street Number	Street Name	Property Description	Pickup Days
10	Allan Blye Dr	Police/Fire	Day 1
24	Bunting St	Business	Day 1
34	Bunting St	Business	Day 1
115	Hutchings St	Business	Day 1
210	Hutchings St	Business	Day 1
725	Kingsbury Ave	Recycling Depot	Day 1
2146	Main St	Business	Day 1
2303	Main St	Business	Day 1
1042	Jefferson Ave	Church	Day 1
1069	Notre Dame Ave	Business	Day 2
1373	Yukon Ave	Business	Day 2
525	Banting Dr	Police/Fire	Day 3
855	Cavalier Dr	Business	Day 3
106	Kirby Dr	Group home	Day 3
3172	Portage Ave	Community Centre	Day 3
2579	Portage Ave	Business	Day 3
2621	Portage Ave	Business	Day 3
2741	Portage Ave	Medical office	Day 3

Street Number	Street Name	Property Description	Pickup Days
3032	Portage Ave	Business	Day 3
3034	Portage Ave	Business	Day 3
3064	Portage Ave	Business	Day 3
3092	Portage Ave	Business	Day 3
3094	Portage Ave	Medical office	Day 3
3096	Portage Ave	Business	Day 3
3100	Portage Ave	Business	Day 3
3120	Portage Ave	Business	Day 3
3180	Portage Ave	Business	Day 3
3220	Portage Ave	Medical office	Day 3
3239	Portage Ave	Business	Day 3
3247	Portage Ave	Bank	Day 3
3271	Portage Ave	Business	Day 3
3279	Portage Ave	Business	Day 3
210	Rita St	Community Centre	Day 3
2850	Saskatchewan Ave	Business	Day 3
1270	Sturgeon Rd	Business	Day 3
200 A	Thompson Dr	Medical office	Day 3
44	Bangor Ave	Police/Fire	Day 4
485	Berry St	Business	Day 4
536	Berry St	Business	Day 4
538	Berry St	Business	Day 4
444	Brooklyn St	Business	Day 4
448 B	Brooklyn St	Business	Day 4
450	Brooklyn St	Business	Day 4
452	Brooklyn St	Business	Day 4
462	Brooklyn St	Business	Day 4
476	Brooklyn St	Business	Day 4
444	Burnell St	Community Centre	Day 4
505	Century St	Business	Day 4
509	Century St	Business	Day 4
1328	Clifton St	Business	Day 4
1330	Clifton St	Business	Day 4
1332	Clifton St	Business	Day 4
1065	Ellice Ave	Business	Day 4
1124	Ellice Ave	Bank	Day 4
1240	Ellice Ave	Business	Day 4
584	Erin St	Business	Day 4
594	Erin St	Business	Day 4
618	Erin St	Business	Day 4
630	Erin St	Business	Day 4
666	Erin St	Business	Day 4
688	Erin St	Business	Day 4
760	Erin St	Business	Day 4
808	Erin St	Business	Day 4
814	Erin St	Business	Day 4
826	Erin St	Business	Day 4
946	Erin St	Business	Day 4
1416	Erin St	Business	Day 4
1432	Erin St	Business	Day 4
1438	Erin St	Business	Day 4

Street Number	Street Name	Property Description	Pickup Days
551	Ferry Rd	Business	Day 4
571	Ferry Rd	Business	Day 4
611	Ferry Rd	Business	Day 4
619	Ferry Rd	Business	Day 4
623	Ferry Rd	Business	Day 4
635	Ferry Rd	Business	Day 4
424	Kensington St	Business	Day 4
441	Kensington St	Business	Day 4
489	Kensington St	Business	Day 4
485	Madison St	Business	Day 4
489	Madison St	Business	Day 4
493	Madison St	Business	Day 4
557	Marjorie St	Business	Day 4
565	Marjorie St	Business	Day 4
581	Marjorie St	Business	Day 4
591	Marjorie St	Business	Day 4
2140	Ness Ave	Church	Day 4
1700	Ness Ave	Business	Day 4
1741	Ness Ave	Business	Day 4
1744	Ness Ave	Business	Day 4
1772	Ness Ave	Business	Day 4
1831	Ness Ave	Medical office	Day 4
1836	Ness Ave	Business	Day 4
1840	Ness Ave	Business	Day 4
1850	Ness Ave	Store	Day 4
1855	Ness Ave	Business	Day 4
1866	Ness Ave	Restaurant	Day 4
1879	Ness Ave	Business	Day 4
1887	Ness Ave	Business	Day 4
1925	Ness Ave	Business	Day 4
2055	Ness Ave	Recycling Depot	Day 4
2082	Ness Ave	Business	Day 4
1102	Notre Dame Ave	Business	Day 4
2400	Portage Ave	Church	Day 4
1151	Portage Ave	Bank	Day 4
1333	Portage Ave	Business	Day 4
1349	Portage Ave	Store	Day 4
1353	Portage Ave	Business	Day 4
1373	Portage Ave	Business	Day 4
1379	Portage Ave	Business	Day 4
1381	Portage Ave	Business	Day 4
1500	Portage Ave	Business	Day 4
1765	Portage Ave	Business	Day 4
1767	Portage Ave	Business	Day 4
1785	Portage Ave	Business	Day 4
1797	Portage Ave	Business	Day 4
1799	Portage Ave	Business	Day 4
1819	Portage Ave	Business	Day 4
1835	Portage Ave	Business	Day 4
1836	Portage Ave	Business	Day 4
1861	Portage Ave	Medical office	Day 4
1874	Portage Ave	Business	Day 4

Street Number	Street Name	Property Description	Pickup Days
1893	Portage Ave	Business	Day 4
1897	Portage Ave	Medical office	Day 4
2003	Portage Ave	Business	Day 4
2020	Portage Ave	Business	Day 4
2027	Portage Ave	Medical office	Day 4
2059	Portage Ave	Business	Day 4
2105	Portage Ave	Restaurant	Day 4
2163	Portage Ave	Business	Day 4
2416	Portage Ave	Medical office	Day 4
540	Roseberry St	Business	Day 4
584	Roseberry St	Business	Day 4
586	Roseberry St	Business	Day 4
588	Roseberry St	Business	Day 4
1601	Silver Ave	Business	Day 4
1368 A	Spruce St	Business	Day 4
1654	St Matthews Ave	Business	Day 4
1691	St Matthews Ave	Business	Day 4
1788	St Matthews Ave	Business	Day 4
1796	St Matthews Ave	Business	Day 4
1798	St Matthews Ave	Business	Day 4
1811	St Matthews Ave	Business	Day 4
843	Valour Rd	Store	Day 4
603	Wall St	Business	Day 4
605	Wall St	Business	Day 4
625	Wall St	Business	Day 4
637	Wall St	Business	Day 4
729	Wall St	Business	Day 4
749	Wall St	Business	Day 4
753	Wall St	Business	Day 4
759	Wall St	Business	Day 4
867	Wall St	Business	Day 4
885	Wall St	Business	Day 4
895	Wall St	Business	Day 4
1008	Wall St	Business	Day 4
471	Bannatyne Ave	Store	Day 5
500	Bannatyne Ave	Business	Day 5
790	Banning St	Business	Day 5
245	Bell Ave	Business	Day 5
249	Bell Ave	Business	Day 5
255	Bell Ave	Business	Day 5
976	Elgin Ave	Business	Day 5
44	Ellen St	Business	Day 5
834	Ellice Ave	Community Centre	Day 5
679	Ellice Ave	Restaurant	Day 5
685	Ellice Ave	Business	Day 5
690	Ellice Ave	Store	Day 5
724	Ellice Ave	Medical office	Day 5
780	Ellice Ave	Store	Day 5
782	Ellice Ave	Business	Day 5
829	Ellice Ave	Store	Day 5
838	Ellice Ave	Restaurant	Day 5
840	Ellice Ave	Business	Day 5

Street Number	Street Name	Property Description	Pickup Days
842	Ellice Ave	Business	Day 5
870	Ellice Ave	Business	Day 5
871	Ellice Ave	Medical office	Day 5
878	Ellice Ave	Medical office	Day 5
905	Ellice Ave	Store	Day 5
1017	Garfield St N	Store	Day 5
86	Gertie St	Business	Day 5
790	Honeyman Ave	Church	Day 5
110	Isabel St	Medical office	Day 5
88	Juno St	Community Centre	Day 5
648	Logan Ave	Community Centre	Day 5
728	Logan Ave	Restaurant	Day 5
754	Logan Ave	Business	Day 5
860	Logan Ave	Business	Day 5
870	Logan Ave	Restaurant	Day 5
815	Main St	Business	Day 5
421	McDermot Ave	Business	Day 5
315	McGee St	Business	Day 5
648	McGee St	Business	Day 5
17	McPhillips St	Business	Day 5
235	McPhillips St	Business	Day 5
407	Notre Dame Ave	Restaurant	Day 5
420	Notre Dame Ave	Business	Day 5
435	Notre Dame Ave	Business	Day 5
547	Notre Dame Ave	Business	Day 5
555	Notre Dame Ave	Business	Day 5
847	Notre Dame Ave	Business	Day 5
849	Notre Dame Ave	Business	Day 5
857	Notre Dame Ave	Business	Day 5
871	Notre Dame Ave	Business	Day 5
880	Notre Dame Ave	Business	Day 5
909	Notre Dame Ave	Store	Day 5
919	Notre Dame Ave	Business	Day 5
921	Notre Dame Ave	Business	Day 5
975	Notre Dame Ave	Business	Day 5
1025	Pacific Ave	Business	Day 5
1029	Pacific Ave	Business	Day 5
1049	Pacific Ave	Business	Day 5
937	Portage Ave	Business	Day 5
943	Portage Ave	Business	Day 5
951	Portage Ave	Business	Day 5
955	Portage Ave	Business	Day 5
993	Portage Ave	Business	Day 5
674	Sargent Ave	Business	Day 5
675	Sargent Ave	Business	Day 5
682	Sargent Ave	Business	Day 5
683	Sargent Ave	Store	Day 5
705	Sargent Ave	Business	Day 5
709	Sargent Ave	Business	Day 5
791	Sargent Ave	Business	Day 5
801B	Sargent Ave	Business	Day 5
845	Sargent Ave	Police/Fire	Day 5

Street Number	Street Name	Property Description	Pickup Days
871	Sargent Ave	Business	Day 5
892	Sargent Ave	Office	Day 5
894	Sargent Ave	Business	Day 5
669	St Matthews Ave	Business	Day 5
775	St Matthews Ave	Store	Day 5
689	Wellington Ave	Store	Day 5
337	William Ave	Business	Day 5
339	William Ave	Business	Day 5
626	William Ave	Store	Day 5
644	William Ave	Business	Day 5
646	William Ave	Business	Day 5
653	William Ave	Bank	Day 5
1098	Winnipeg Ave	Business	Day 5
1102	Winnipeg Ave	Business	Day 5
1324	Border St	House	Tues.
1354	Border St	Police/Fire	Tues.
860	Bradford St	Business	Tues.
950	Bradford St	Business	Tues.
1681	Dublin Ave	Business	Tues.
1699	Dublin Ave	Business	Tues.
1717	Dublin Ave	Business	Tues.
1115	Empress St	Business	Tues.
1123	Empress St	Business	Tues.
1127	Empress St	Business	Tues.
845	King Edward St	Business	Tues.
135	Midland St	Business	Tues.
1414	Notre Dame Ave	Business	Tues.
1420	Notre Dame Ave	Business	Tues.
957	Powell Ave	Business	Tues.
967	Powell Ave	Business	Tues.
1114	Sanford St	Business	Tues.
1117	Sanford St	Business	Tues.
1119	Sanford St	Service Garage	Tues.
1120	Sanford St	Business	Tues.
1122	Sanford St	Business	Tues.
1128	Sanford St	Business	Tues.
1131	Sanford St	Business	Tues.
1132	Sanford St	Business	Tues.
1133	Sanford St	Business	Tues.
1137	Sanford St	Business	Tues.
1142	Sanford St	Business	Tues.
1143	Sanford St	Business	Tues.
1149	Sanford St	Business	Tues.
1151	Sanford St	Business	Tues.
1160	Sanford St	Business	Tues.
1170	Sanford St	Business	Tues.
1180	Sanford St	Business	Tues.
1182	Sanford St	Business	Tues.
1865	Sargent Ave	Business	Tues.
1648	St James St	Business	Tues.
1670	St James St	Business	Tues.
1684	St James St	Business	Tues.

Street Number	Street Name	Property Description	Pickup Days
1692	St James St	Business	Tues.
1700	St James St	Business	Tues.
1744	St James St	Business	Tues.
14	Stevenson Rd	Restaurant	Tues.
1475	Wellington Ave	Business	Tues.
1477	Wellington Ave	Business	Tues.
1479	Wellington Ave	Business	Tues.
1481	Wellington Ave	Business	Tues.
1483	Wellington Ave	Business	Tues.
1485	Wellington Ave	Business	Tues.
1781	Wellington Ave	Business	Tues.
325	Elgin Ave	Service Garage	Wed.
462	Hargrave St	Business	Wed.
146	Higgins Ave	Business	Wed.
288	King St	Business	Wed.
328	King St	Business	Wed.
217	Logan Ave	Business	Wed.
219	Logan Ave	Business	Wed.
109	Pacific Ave	Business	Wed.
48	Princess St	Business	Wed.
50	Princess St	Business	Wed.
324	Stanley St	Business	Wed.
869	Westminster Ave	Restaurant	Wed.
54	Adelaide St	Office	Thur.
61	Adelaide St	Business	Thur.
128	Adelaide St	Store	Thur.
148	Adelaide St	Business	Thur.
38	Albert St	Restaurant	Thur.
42	Albert St	Business	Thur.
58	Albert St	Restaurant	Thur.
62	Albert St	Business	Thur.
65	Albert St	Store	Thur.
68	Albert St	Store	Thur.
70	Albert St	Business	Thur.
75	Albert St	Store	Thur.
201	Alexander Ave	Business	Thur.
285	Alexander Ave	Store	Thur.
54	Arthur St	Store	Thur.
55	Arthur St	Business	Thur.
88	Arthur St	Business	Thur.
92	Arthur St	Store	Thur.
34	Carlton St	Business	Thur.
310	Donald St	Business	Thur.
368	Edmonton St	Business	Thur.
325	Ellice Ave	Store	Thur.
1111	Ellice Ave	Business	Thur.
219	Fort St	Business	Thur.
289	Garry St	Business	Thur.
324	Good St	Residential	Thur.
419	Graham Ave	Business	Thur.
73	Hargrave St	Business	Thur.
356	Hargrave St	Business	Thur.

Street Number	Street Name	Property Description	Pickup Days
448	Hargrave St	Business	Thur.
496	Hargrave St	Business	Thur.
120	James Ave	Business	Thur.
130	James Ave	Store	Thur.
87	King St	Business	Thur.
124	King St	Business	Thur.
276	Logan Ave	Business	Thur.
325	Logan Ave	Business	Thur.
456	Main St	Business	Thur.
460	Main St	Business	Thur.
550	Main St	Business	Thur.
574	Main St	Business	Thur.
594	Main St	Store	Thur.
598	Main St	Store	Thur.
611	Main St	Business	Thur.
618	Main St	Business	Thur.
11	Martha St	Business	Thur.
175	McDermot Ave	Business	Thur.
179	McDermot Ave	Business	Thur.
214	McDermot Ave	Business	Thur.
221	McDermot Ave	Business	Thur.
245	McDermot Ave	Business	Thur.
246	McDermot Ave	Business	Thur.
275	McDermot Ave	Business	Thur.
281	McDermot Ave	Business	Thur.
216	Notre Dame Ave	Business	Thur.
266	Pacific Ave	Church	Thur.
150	Pacific Ave	Business	Thur.
207	Pacific Ave	Medical office	Thur.
209	Pacific Ave	Business	Thur.
210	Pacific Ave	Business	Thur.
211	Pacific Ave	Business	Thur.
211	Pacific Ave	Business	Thur.
213	Pacific Ave	Business	Thur.
323	Portage Ave	Business	Thur.
422	Portage Ave	Business	Thur.
426	Portage Ave	Business	Thur.
46	Princess St	Business	Thur.
206	Princess St	Business	Thur.
273	Princess St	Restaurant	Thur.
255	Vaughan St	Business	Thur.
151	Water Ave	Restaurant	Thur.
350	William Ave	Business	Thur.
1501	Church Ave	Police/Fire	Fri.
1129	Fife St	Business	Fri.
1133	Fife St	Business	Fri.
1139	Fife St	Service Garage	Fri.
69	Plymouth St	Business	Fri.

E29.4 Due to privacy concerns the list of walk in service customers will only be provided to the Contractor.