

PART E
SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. CONTRACT QUANTITIES

E2.1 The contract quantities for these Works during any monthly period will consist of the total number of units serviced in each category identified for collection and disposal in Form B: Prices. The total inventory as of June 18, 2004 is as listed in the attached Appendix A, and for each time period in question, it will be the adjusted category totals as formally modified in writing from time to time by the Contract Administrator.

E2.2 At any time within this Contract, the Contract Administrator may elect to add the collection of some or all City of Winnipeg owned and operated facilities within the boundary area. These facilities are presently under separate contract to the City.

E2.3 While no commercial premise currently collected under this Contract has requested a bin unlocking service, the Contract Administrator may, at any time during the Contract, add or remove businesses that elect to receive this service.

E2.4 Service shall be extended to all new or additional apartments, small commercial premises or city owned facilities immediately when directed in writing by the Contract Administrator. The Contractor shall provide this extension of service for the same unit price specified in Form B: Prices.

E2.5 The amount payable in this Contract will be reduced when any apartment, small commercial premises, or City owned facility is no longer generating solid waste. All such changes will be carried out for month-end payment purposes.

E2.6 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 container to be used, which may cause an increase or a reduction in the number of premises served

E2.7 The Contract Administrator will provide the Contractor notice in writing of any changes, either additions or deletions, or change in the frequency of collection of apartments or small commercial premises serviced under this Contract.

E2.8 Notwithstanding E2.7 above, the Contractor shall be responsible to notify the Contract Administrator if there is any change in collection from an apartment of small commercial premises that would result in the service changing to that location. Examples would include, but are not limited to, business ceases to exist, garbage bin removed by third party, increase or decrease of garbage bin size or quantity, apartment block no longer occupied because of building damage, etc.

E3. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION:

E3.1 Collection Schedule:

- (a) The Contractor shall file, with the Contract Administrator, a detailed schedule of collection routes and days of collection for each route at least **sixty (60)** calendar days prior to the

commencement of the Work of this Contract. This schedule is subject to the approval of the Contract Administrator. Pick-up locations shall be scheduled on a bi-weekly, once-a-week basis or a twice-per-week basis as indicated in Appendix A and as designated by the Contract Administrator.

- (b) The Contractor shall keep the collection schedule and collection route list up to date and shall provide the Contract Administrator with a copy of the above records within **thirty (30)** Calendar days of the Anniversary date of the Contract.

E3.2 Hours of Operation

- (a) The hours of collection shall be between 7:00 a.m. and 5:00 p.m. except that, in the cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of collection accordingly, provided that the Contractor reports any deviation from the schedule to the Contract Administrator immediately or as may be required elsewhere in this Contract. In any event, however, the Contractor may not start earlier than 7:00 a.m. or carry out collections past 10:00 p.m.

E3.3 Holidays

- (a) The Contractor shall maintain the specified collection schedule at all times, notwithstanding that periodically, a scheduled collection day will fall upon a statutory holiday, with the exception of Christmas Day and New Years Day. Under such conditions, the Contract Administrator may permit specific variation (on an occurrence-by-occurrence basis) where advance notice is provided to, and approved by, the Contract Administrator at least seven (7) calendar days prior to the statutory holiday.
- (b) Where the disposal facility is not scheduled to re-open as defined in E18 herein, the Contractor may elect to have the City provide limited disposal services at a charge of \$150.00 per hour.

E3.4 Service Change

- (a) Should the Contractor wish to change the specified schedule of pick-ups during the course of the Contract, the Contract Administrator shall be notified in writing at least six (6) calendar weeks prior to the proposed date of change. 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.
- (b) The current collection schedule is based on services being provided on Monday, Tuesday, Wednesday, Thursday and Friday. Favourable consideration will be given by the Contract Administrator to the Contractor requesting a change to a six-day per week operation, provided all the terms and conditions of this Contract are complied with.

E3.5 Other Wastes

- (a) Wastes from any establishment other than those serviced by this Contract will not be allowed to be collected along with the wastes generated from this Contract. In the event that the Contractor does collect other non-contract wastes, the applicable tipping fee will be charged for all the wastes delivered to the disposal facility by that particular truck on that day.

E3.6 Peak Periods:

- (a) There is considerable variation in the amount of solid waste to be picked up in a given area periodically, particularly in the Christmas, and spring or fall clean-up seasons. The Contractor shall meet this variation in demand by using extra equipment, manpower or overtime, if required, in order that the solid waste is regularly picked up as scheduled.

E4. EQUIPMENT:

- E4.1 The Contractor shall provide the Contract Administrator with a specific list of all equipment, including identification numbers, to be used in the execution of this Contract, such list to be provided at least **thirty (30)** calendar days prior to starting the Contract.
- (a) Whenever an addition or deletion is proposed, the Contractor shall notify the Contract Administrator, in writing, at least two (2) calendar weeks prior to this change actually taking place.
- (b) Under emergency conditions caused by equipment breakdown, snowstorms or similar conditions, same day notice will be considered adequate.
- E4.2 To ensure equipment suitability for effective contract performance throughout the duration of the Work, vehicles used in the performance of these Works shall be no older than model year 2000 without the expressed written permission of the Contract Administrator.
- E4.3 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.
- E4.4 In addition to the equipment safety requirements required by law, all garbage collection vehicles operating in a landfill site shall be equipped with the following safety equipment:
- Back-up alarms
 - Transmission safety switches (kill switches)
 - Power take off (P.T.O.) indicator lights
 - "Maxi" brakes
 - Operating lights
- E4.5 The Contractor's name and unit number shall adequately identify the Contractor's equipment so that landfill staff and collection customers can readily identify a unit from a distance of 5m.

E5. INSPECTION:

- E5.1 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.

E6. COMMUNICATIONS:

- E6.1 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 or statutory holidays (when not carrying out the Works under E3.4(b)herein).
- E6.2 The Contractor shall have a qualified field supervisor, 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.

E6.3 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.

E7. SERVICE STANDARDS

E7.1 One of the goals of the Solid Waste Division is to provide excellent service to its customers.

E7.2 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 to the Call Centre generates a service request. Service requests are categorized into four main categories:

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

E7.3 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) Excess noise

E7.4 A call from a customer regarding missed collection that is received on the same day as the scheduled collection is not a service deficiency.

E7.5 The Contract Administrator shall provide the Contractor a copy of every service request. It is the intent of the City during this Contract to 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.

E7.6 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Further to E7.5, the Contractor will be required to report back by noon of the following Working Day when the service requests are transmitted electronically. Failure to do so will result in a penalty of \$50.00 for each calendar day that the waste goes uncollected. The sum, as defined above as penalty, will be deducted from the Contractor's payment as liquidated damages. These considerations are not intended to be applied to major service delays occasioned by conditions described in E9.1 except where the Contractor does not advise, nor offer, the Contract Administrator a satisfactory plan of action to correct the referenced service deficiency.

E8. DISMISSAL OF EMPLOYEES:

E8.1 In addition to GC.5.01(4) 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 offences 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;
- (c) Solicitation of gratuities or tips from the public for services performed under this Contract;
- (d) The refusal to collect and/or handle solid waste placed out for pick-up in accordance with this Contract;
- (e) The wanton or malicious damage or destruction of containers or private property;
- (f) The wanton or malicious scattering or spilling of solid waste; or
- (g) The provision of collection services by staff who are clothed in a manner that is clearly of an unacceptable public standard.

E9. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN:

- E9.1 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, in addition to any applicable liquidated damages.
- E9.2 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.
- E9.3 The Contractor shall maintain the specified collection schedules to all premises at all times including locations experiencing a labour dispute. Certain properties included in these Works, such as nursing homes for example, may be subject to picketing or other obstruction to container access, and the Contractor shall employ legal techniques such as using non-unionized operators or supervisors to take collection equipment across picket lines, or using early/late schedule variations to avoid same, to ensure adherence to required schedule frequency.

E10. IMPASSABLE ALLEYS AND/OR STREETS:

- E10.1 The solid waste shall be removed under all weather conditions, with the exception of impassable streets and/or alleys due to an act of God (such as a flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Works of the Contract. 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.
- E10.2 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain pick-ups altogether, no payments will 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.
- E10.3 The Contractor shall notify the Contract Administrator of any alley or street that the Contractor considers impassable due to mud or construction. In the event that the street and/or alley is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of removing the solid waste, and the Contractor

shall remove the solid waste agreed to within the next two working days. Payment for the additional work involved in the pick-up of the solid waste removed in this manner will be made as extra Work under this Contract. The extra work entitlement shall be only that Work which is required by the Contractor to remove the solid waste 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.

E10.4 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 GC. 4.06 of the General Conditions.

E11. DEALING WITH IMPROPERLY STORE/PLACED SOLID WASTE CONTAINERS:

E11.1 Should the Contractor find that the solid waste is not placed in accordance with the Solid Waste By-Law, By-Law 1340/76 and its applicable amendments, the Contractor shall attempt to pick up the solid waste and then notify the Contract Administrator of the By-Law infraction within twenty-four (24) hours accordingly. 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. 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 will subsequently notify the Contractor to resume garbage collection. Where a bona fide By-law violation was confirmed as sufficient to render the collection unreasonable, the missed pick-up provisions of E7.2 will not be applied. The determination of the Contract Administrator in this regard will be final and binding. Other examples of infractions include, automobiles parked near the bin(s) so as to make prevent safe access, construction activities in the immediate area of the bin(s), etc.

E11.2 Where excess material, ozone depleting substances (fridges, freezer, etc.) or bulky wastes are placed outside of the container so as to render dumping impractical or dangerous, the Contractor can defer such collection until the Contract Administrator can enforce the Solid Waste By-law and have the property owner correct the placement deficiencies, provided, however, that the Contract Administrator is immediately notified of such collection deferral decision by the Contractor. Failure to notify may result in the deferral judged as a missed collection under E7.

E11.3 Where excess material is piled outside of the containers so as to render container dumping difficult during the immediate post-Christmas collection only, the Contractor shall not leave the container uncollected but shall carry out whatever supplementary measures are necessary for collection (including hand removal of interfering disposal material). The Contract Administrator shall be the sole authority over the degree of reasonableness applicable to each potential missed collection determination under E7.

E12. DAMAGE OR MISUSE OF SOLID WASTE CONTAINERS:

E12.1 The Contractor shall employ reasonable care not to damage or misuse any solid waste containers, and the Contractor shall replace emptied bins in the same location as prior to pick-up. Failure to respond promptly to violations of this Clause may result in correction by the City with costs recoverable as liquidated damages. Should container or property damage result from unreasonable use of any container, as determined at the sole discretion of the Contract Administrator, the alleged damage claim will be forwarded to the Contractor for resolution. Should a successful claim subsequently be adjudicated and paid due to a failure by the Contractor to reasonably respond to a claimant, the costs of the claim will be deducted from the Contractor's payments as a performance deficiency.

E13. GARBAGE SPILLAGE:

- E13.1 The Contractor shall be responsible for satisfactorily cleaning up any spillage resulting from an unreasonable use of any garbage container, as determined at the sole discretion of the Contract Administrator.
- E13.2 The Contractor shall be responsible for any spillage resulting from leakage of any fluids that may be discharged from the Contractor's equipment during and after collection at any site. Examples include hydraulic fluid and 'garbage juice'.
- E13.3 The Contractor shall clean up solid 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.
- E13.4 In the case of a fire occurring in a loaded garbage paker 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 to complete it on the same day.
- E13.5 The clean up of any spillage will be considered incidental to the Contract, and no additional payments will be made for any such Work.
- E13.6 Failure to satisfactorily clean up spillage according to the above may result in the City undertaking or authorizing the clean-up, and all costs incurred will be charged to the Contractor as liquidated damages.

E14. DEAD ANIMALS:

- E14.1 The Contractor shall not be required to pick up dead animals.

E15. BULKY WASTES:

- E15.1 The Contractor will not be required to carry out special collections for bulky waste items in these Works (Appendix B contains the definition of bulky wastes). However, there is no requirement herein that bulky waste materials contained within any container be removed prior to collection, unless they present an unsafe or unreasonable impediment to collection.
- E15.2 The provisions of E11 regarding the improper placement of solid wastes shall apply to bulky wastes that impede a safe and reasonable collection of any container.

E16. SOLID WASTE BY-LAW – TERM INTERPRETATIONS:

- E16.1 The Solid Waste By-Law 1340/76 and Anti-Litter By-law 1075/75, as periodically amended by City Council are, for purposes of ready reference, a part of these specifications; and their latest amended versions are available at <http://www.winnipeg.ca/clerks/pdfs/bylaws/1075.75.pdf> and <http://www.winnipeg.ca/clerks/pdfs/bylaws/1340.76.pfd>. 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 Section 7(a) of By-law 1340/76 which reads "covered metal containers as approved by the Designated Officer, of a size and type suitable for mechanically dumping into collection vehicles. Such containers shall be used in all locations where the quantity of solid waste equals or exceeds 1.5 cubic metres per week and where suitable conditions exist for mechanical collection," shall be interpreted to mean containers designed for mechanical overhead dumping into collection vehicles, as well as "roll-off" type containers designed for garbage collection, and for transport by dedicated roll-off collection equipment.

- (b) "Apartments" means apartments as defined in By-law 1340/76 and amendments thereto except that, for the purposes of this Contract, collections are to be made only from apartment blocks where there are "roll-off" containers, compactor containers, and containers designed for mechanical overhead dumping, contingent upon the containers and their placements receiving approval of the Contract Administrator as conforming to the Solid Waste By-law.

E17. DISCRETIONARY AUTHORITY UNDER THE SOLID WASTE BY-LAW:

- E17.1 Wherever the Solid Waste By-Law (By-Law 1340/76) and amendments thereto, provides for discretionary authority by the Commissioner 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.

E18. SOLID WASTE DISPOSAL SITE:

- E18.1 The designated solid waste disposal site for this Contract shall be the City's Brady Road Landfill facility, which is located approximately two kilometres south of the south Perimeter Highway (PTH #101) west of Pembina Highway (PTH #75) on Brady Road.

- E18.2 No solid waste collected under this Contract shall be deposited in any place in the City or outside other than above.

- E18.3 The hours of operation of the Brady Road Landfill are currently as follows:

(a) Weekdays	06:00 to 18:00
(b) Saturdays	08:00 to 16:00
(c) Sundays and Holidays	09:00 to 17:00

These hours of operation are presently established, but are subject to change by City Council.

- E18.4 The landfill is closed each year on New Year's Day (January 1) and Christmas Day (December 25).
- E18.5 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 hours of work limitations of E3. 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 Supervisor of Disposal.

E19. DISPOSAL CHARGES:

- E19.1 The Contractor shall not be charged for disposal of solid waste collected under the terms of this Contract.

E20. METRIC MEASUREMENTS:

- E20.1 All garbage bins noted in Appendix A are sized in metric units. The copy of By-Law 1340/76 and amendments thereof, is in metric measurements.