



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 476-2008**

**PROVISION OF SNOW CLEARING SERVICES FOR CITY OF WINNIPEG BUILDING  
ENTRANCES, STAIRCASES, SIDEWALKS, WHEELCHAIR RAMPS, FIRE EXITS,  
AND HANDICAP PARKING STALLS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	2
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	6

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	3
D4. Contract Administrator	3
D5. Contractor's Supervisor	3
D6. Notices	3

#### Submissions

D7. Authority to Carry on Business	4
D8. Insurance	4

#### Control of Work

D9. Commencement	4
D10. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D11. Safety	5
D12. Orders	5
D13. Records	5

#### Measurement and Payment

D14. Invoices	5
D15. Payment	6

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Services	2
E3. Location and Schedule of Work	2
E4. Defective Work	2

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF SNOW CLEARING SERVICES FOR CITY OF WINNIPEG BUILDING ENTRANCES, STAIRCASES, SIDEWALKS, WHEELCHAIR RAMPS, FIRE EXITS, AND HANDICAP PARKING STALLS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 21, 2008.

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. SITE INVESTIGATION**

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

B3.2 The Bidder is responsible for determining:

- (a) the nature of the surface and subsurface conditions at the Site;
- (b) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (c) the nature, quality or quantity of the Plant needed to perform the Work;
- (d) all matters concerning access to the Site, or materials necessary for the completion of the Work; and
- (e) all other matters which could in any way affect his Bid or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (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 Contract.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item for each year of the Work identified on Form B: Prices.

B9.1.1 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 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.

B10.2 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 internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.

B10.3 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).

B10.4 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.

B10.5 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.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site 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 internet site 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 9 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 for the time period specified in Paragraph 9 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 10 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 10 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 (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- 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 Bid Price shall be the sum of the quantities multiplied by the unit prices for each item for each year shown on Form B: Prices.
- B14.5 This Contract will be awarded as a whole.

### **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.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of snow clearing services for City of Winnipeg building entrances, sidewalks, wheelchair ramps, fire exits and handicap parking stalls for the period of November 1, 2008 to May 31, 2011 at: .

<b><i>NORTH-WEST DISTRICT</i></b>		
<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>
(a) 365 Jefferson Avenue & (Handicap) Parking Stalls	1,754	2
(b) 601 Aikins Street	1,640	1
(c) 500 Salter Street	270	3
(d) 2546 McPhillips Street	452	1
(e) 765 Keewatin Street	3,252	2
(f) 260 Hartford Avenue	2,540	24 HOUR

<b><i>NORTH-EAST DISTRICT</i></b>		
<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>
(g) 111 Victoria Avenue & Parking Stalls	791	2
(h) 730 Pandora Avenue	1415	24 HOUR
(i) 849 Ravelston Avenue	483	1
(j) 1500 Plessis Road	533	1
(k) 141 Regent Avenue	123	2
(l) 1400 Henderson Hwy	921	1

<b><i>SOUTH-EAST DISTRICT</i></b>		
<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>
(m) 219 Provencher Blvd.	1,620	1
(n) 227 Provencher blvd.	6,774	1
(o) 604 St. Mary's Road	1,519	1
(p) 6 Fermor Avenue	825	2
(q) 1168 Dakota Street	2,097	2
(r) 955 Cottonwood Road	1,248	2

<b><i>SOUTH-WEST DISTRICT</i></b>		
<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>

(s)	5006 Roblin Blvd.	767	1
(t)	5014 Roblin Blvd.	659	2
(u)	1350 Pembina Hwy.	1,643	24 HOUR
(v)	1360 Pembina Hwy.	1,022	2
(w)	1520 Corydon Avenue	577	2

<b>WEST-CENTRAL DISTRICT</b>			
	<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>
(x)	265 Osborne Street	262	3
(y)	100 Main Street	1,233	1
(z)	300 Assiniboine Avenue	708	1
(aa)	33 Warnock Street	319	1
(bb)	20 Westgate	606	3
(cc)	130 Allard Avenue	2,288	1
(dd)	66 Allard Avenue	1,812	2
(ee)	1910 Portage Avenue	2,319	2
(ff)	3180 Portage Avenue	706	3
(gg)	365 Main Street	2,623	24 HOUR
(hh)	1057 Logan Avenue	1,410	1
(ii)	251 Donald Street	7,015	1
(jj)	850 Empress Street	416	1
(kk)	380 William Avenue	498	1
(ll)	185 King Street	4,905	1
(mm)	510 Main Street including all stairs & wheelchair ramps	15,565.86	1
(nn)	823 Ellice Avenue	380	3
(oo)	210 Lyle Street	724	24 HOUR
(pp)	457 Main Street – ramp only and at front entrance	170	1

<b>City-Wide on an hourly basis</b>			
	<b>ADDRESS</b>	<b>SQ. FT.</b>	<b>PRIORITY#</b>
(qq)	"As required" to various locations within the City of Winnipeg on an hourly basis	various	As directed by the Contract Administrator

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2008.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Grant Mitchell  
Supervisor of Building Operation Services  
Planning, Property and Development Department  
Building Services Division  
100 Main Street  
Winnipeg MB R3C 1A4

Cell No. (204) 794-4420

Facsimile No. (204) 986-7311

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

### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

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

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

### **D6. 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 address or facsimile number:

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

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. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

**D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D10.1 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).

**D11. SAFETY**

D11.1 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.

D11.2 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.

D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

**D12. ORDERS**

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

**D13. RECORDS**

D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

**MEASUREMENT AND PAYMENT**

**D14. INVOICES**

D14.1 Further to C11, the Contractor shall submit a monthly invoice for all Work performed during the previous calendar month..

D14.2 Further to C22.2, the Contractor shall submit invoices to The City of Winnipeg, Planning, Property & Development Department, Building Services Division, 100 Main Street, Winnipeg MB R3FC 1A4.

D14.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D15. PAYMENT**

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Payment for snow clearing that is required apart from the "Peak Period" identified in E2.9 will be on a per occurrence basis and will be paid calculated by the following formula:  
{(monthly rate ÷ 4) x each occurrence}, or the monthly rate, whichever is the lesser.

D15.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
365JFSP	365 Jefferson Avenue - West Kildonan Library
0601AKSP	601 Aikins Street - Community Services-Health
0500SLSP	500 Salter Street – St. John’s Library
2546MPSP	2546 McPhillips Street
0765KWSP	765 Keewatin Street – Sir William Stevenson Library
0260HFSP	260 Hartford Avenue
0111VTSP	111 Victoria Avenue & Parking Stalls - Transcona Library
0730PDSP	730 Pandora Avenue
0849RA	849 Ravelston Avenue, Building F
1500PLSP	1500 Plessis Road, Buildings B, D, E
0141RGSP	141 Regent Avenue – Transcona Museum
219PVSP	219 / 227 Provencher Blvd. Campus
0604SMSP	604 St. Mary's Road
0006FMS2	6 Fermor Avenue – St. Vital Library
1168DKSP	1168 Dakota Street – Louis Riel Library
0955CTSP	955 Cottonwood Road – Windsor Park Library
5006RBSP	5006 Roblin Blvd.
5014RBSP	5014 Roblin Blvd. – Charleswood Library
1350PBSP	1350 Pembina Hwy
1360PBSP	1360 Pembina Hwy
1520CYSP	1520 Corydon Avenue - River Heights Library
0265OSSP	265 Osborne Street
0100MNSP	100 Main Street
0300ASSP	300 Assiniboine Avenue
0033WKSP	33 Warnock Street
0020WESP	20 West Gate - Cornish Library
0130ALSP	130 Allard Avenue - Training Centre
0066ALSP	66 Allard Avenue - Westwood Library
1910PGSP	1910 Portage Avenue - St. James Library
0365MNSP	365 Main Street – Portage & Main
1057LGSP	1057 Logan Avenue – Animal Services Building
0251DNSP	251 Donald Street - Millenium Library
0850EPSP	850 Empress Street
0380WMSP	380 William Avenue - William Avenue Library, City of Winnipeg Archives
0185KGSP	185 King Street - Mandarin Building
0510MNSP	510 Main Street - City Hall Courtyard
0823ELSP	823 Ellice Avenue - West End Library
0210LYSP	210 Lyle Street
0457MNSP	457 Main Street – Assessment Department, Confederation Building
3180PGSP	3172/3176/3180 Portage – St. James Museum

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

E1.4 Drawings identified in E1.2 may not be to scale of the facilities where the Work is intended to be performed, and are provided for the convenience of the Bidder only. The City reserves the right to add or delete Sites, within the boundaries of the City.

## **E2. SERVICES**

- E2.1 The Contractor shall supply all labour and equipment necessary to provide the snow clearing services for City building entrances, sidewalks, wheelchair ramps, fire exists and handicap parking stalls in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall keep all designated areas clear of snow and ice to the bare surface of concrete/asphalt at all times to ensure safe conditions. It is expected that the Contractor will take into consideration blowing and/or continuing snowfall conditions and attend the Sites as required to accomplish the stated goals. All snow within eighteen (18) inches of the building walls shall be moved without causing damage to buildings.
- E2.3 The Contractor shall cooperate with the City and other trades and arrange procedures so that the Work, storage of materials, use of accesses, etc. will permit the existing functions of the building and grounds to continue without interference.
- E2.4 Work shall be started and completed in consecutive order of priority as specified in D2.1 (ie: 24 Hour Service, then Priority 1, then Priority 2, etc.) as follows:
- (a) Locations designated as 24 Hour Service must be kept clear at all times;
  - (b) Locations designated as Priority 1 must be cleared prior to 8:00 a.m.;
  - (c) Locations designated as Priority 2 must be cleared prior to 10:00 a.m.; and
  - (d) Locations designated as Priority 3 must be cleared prior to 1:00 p.m.
- E2.5 Sanding of areas is as required or at the request of the Contract Administrator or his designate. Sanding will not be accepted as a substitute of the removal of snow and ice, but may be used as a temporary measure to ensure safe conditions until proper removal of ice has been performed within 24 hours of sanding.
- E2.6 When sand must be used, it shall be a sufficient mixture to eliminate icing. Products used to melt ice must be pre-approved by the Contract Administrator. Ash products are not acceptable.
- E2.7 Snow removal at rear area of 111 Victoria Avenue West is always required. Leaving snow in the Public Lane is not acceptable. All other sites normally do not require snow removal unless requested by Contract Administrator and is scheduled.
- E2.8 Any snow and ice that is removed at any of the sites, is not to be left on walkways, in parking stalls etc..
- E2.9 Work done under this Contract will be for the "Peak Period" of November 1 – March 31 of each year.
- E2.10 Snow clearing that is required apart from the "Peak Period" will be at the discretion of the Contract Administrator and payment shall be in accordance with D15.2.

## **E3. LOCATION AND SCHEDULE OF WORK**

- E3.1 Work shall be performed as specified in E2, during the term of the Contract at various Sites within the City as identified on Form B: Prices.

## **E4. DEFECTIVE WORK**

- E4.1 Further to C10, the sum fixed for Defective Work for this Contract, per Calendar Day, per Site stated on Form B: Prices and for each Site under D2, is \$50.00. (\$50.00/day/Site)
- E4.2 In addition to the fixed sum for Defective Work for this Contract, the Contract Administrator, at his discretion, will impose an inspection fee of \$50.00 per inspection, for all additional inspections required to ensure compliance with specifications.