



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 516-2005**

**RESIDENTIAL MANUAL GARBAGE COLLECTION SERVICES IN SOUTH  
WINNIPEG**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	5
Form G2: Irrevocable Standby Letter of Credit and Undertaking	7

### PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	3
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Bid Security	5
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	7
B15. Award of Contract	7

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

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

#### Submissions

D7. Authority to Carry on Business	2
D8. Workers Compensation	3
D9. Insurance	3
D10. Performance Security	3

#### Schedule of Work

D11. Commencement	4
D12. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4

#### Measurement and Payment

D13. Payment Schedule	4
D14. Annual Review – Inflationary Adjustment:	5

#### Warranty

D15. Warranty	5
D16. Conclusion of Warranty Period	5

Form H1: Performance Bond – Initial Performance Security	6
Form H1: Performance Bond- Renewal Performance Security	8

Form H2: Irrevocable Standby Letter of Credit	10
---	----

**PART E - SPECIFICATIONS**

E1. General	1
E2. Unit Prices	1
E3. Contract Quantities	1
E4. Payments	2
E5. Service For Handicapped Persons	3
E6. Bulky Wastes Collection Services	3
E7. Schedule of Collection Routes and Days of Collection	4
E8. Peak Periods and Holidays	5
E9. List of Equipment	6
E10. Inspection	6
E11. Communications Requirements	6
E12. Dismissal of Employees	7
E13. Work Performance and Equipment Breakdown	7
E14. Service Standards	7
E15. Impassable Alleys and/or Streets	9
E16. Residential Garbage Collection – Related By-Laws/Interpretations	10
E17. Discretionary Authority Under the Solid Waste Bylaw	11
E18. Dealing With Improperly Stored / Placed / Unsafe Garbage Containers	11
E19. Tagging of Uncollected Materials	12
E20. Damage, Misuse or Removal of Garbage Containers	12
E21. Garbage Spillage	12
E22. Dead Animals	13
E23. Solid Waste Disposal Site	13
E24. Disposal Charges	13
E25. Equipment and Personnel Safety Requirements	14
E26. Metric Measurements	14
E27. Service Locations	14
E28. Tonnes Collected	20

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 RESIDENTIAL MANUAL GARBAGE COLLECTION SERVICES IN SOUTH WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 9, 2005.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B4. ADDENDA**

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

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

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

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 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 Material, Equipment 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 Material, Equipment or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Annual 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 Annual Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 12 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 shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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

## **B8. PRICES**

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

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

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

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

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

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

performing the Work required to be done in accordance with the terms of the Contract;

- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

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

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

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

B11.1.1 Bidders or their representatives may attend.

- B11.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B10 will not be read out.
- B11.2 After the public opening, the names of the Bidders and their Total Annual Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 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 11 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 GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- 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 12 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 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, including the right to retain the Bidder's bid security.

## **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 B9 (pass/fail);
  - (c) 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 Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- 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 Submission 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 If there is any discrepancy between the Total Annual Bid Price written in figures, the Total Annual Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

## **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract by way of a letter of intent, 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.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

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

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall include the Manual collection and proper disposal of all garbage generated from all residential and small commercial premises 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. The areas of collection are described as four neighbourhoods of Winnipeg; Charleswood/Tuxedo, River Heights/Fort Rouge; Fort Garry and St. Boniface/St. Vital.
- D2.2 The other major components of the Work are as follows:
- (a) The scheduled and unscheduled collection of bulky waste items from residential and commercial properties that receive regular collection under this Contract and the scheduled and unscheduled collection of bulky waste items from multi-family residential properties that receive mechanical container collection garbage collection outside of this Contract, but within this Contract's geographical boundaries.

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

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract on a scheduled basis during the period of March 6, 2006 to January 31, 2013:

#### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:
- Darryl E. Drohomerski, C.E.T.  
Solid Waste Process Coordinator  
2<sup>nd</sup> Floor, 1539 Waverley Street  
Winnipeg, MB R3T 4V7  
Telephone No. (204) 986-4484

Facsimile No. (204) 774-6729  
Email: [ddrohomerski@winnipeg.ca](mailto:ddrohomerski@winnipeg.ca)

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

**D5. CONTRACTOR'S SUPERVISOR**

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

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

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

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

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D8. WORKERS COMPENSATION**

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

#### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least 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 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 the date specified in GC.3.01 for the return of the executed 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 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 GC.3.01 for the return of the executed Contract.

D10.3 Renewal of Performance Security

- (a) Further to 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 letter of intent from the Award Authority 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 D10; and
  - (iv) evidence of the insurance specified in D9.

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

D12.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **MEASUREMENT AND PAYMENT**

### **D13. PAYMENT SCHEDULE**

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in accordance with the following payment schedule:

- (a) Payments to the Contractor 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) 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.
- (c) Payment shall be in Canadian funds net fifteen (15) Calendar Days after conclusion of the previous month's Work.

#### **D14. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT:**

- D14.1 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%.
- D14.2 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**

##### **D15. WARRANTY**

- D15.1 Notwithstanding GC.10.01, GC.10.02, 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.

##### **D16. CONCLUSION OF WARRANTY PERIOD**

- D16.1 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 GC.10.02, indicate acceptance of the due performance of the Contract.
- D16.2 Extension of Warranty Period
  - (a) Further to Clause GC.10.02 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 D10)

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. 516-2005

RESIDENTIAL MANUAL GARBAGE COLLECTION SERVICES IN SOUTH 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 hereunder.

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 D10)

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. 516-2005**

**RESIDENTIAL MANUAL GARBAGE COLLECTION SERVICES IN SOUTH 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 hereunder.

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 D10)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - 516-2005

RESIDENTIAL MANUAL GARBAGE COLLECTION SERVICES IN SOUTH 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-01S   | Front Street and Back Lane Collection Locations |
| WW-CC-02S   | 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.

### **E3. CONTRACT QUANTITIES**

- E3.1 The Contractor shall note that Form B: Prices indicates an estimated number of units as of June 30, 2005. 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, 2005. An updated dwelling count will issued to the Contractor in January 2006.
- 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	11,568	379	38	33	2	7	4	12,031
2	13,055	42	2	1	0	7	0	13,107
3	13,288	52	1	3	0	0	0	13,344
4	12,470	39	6	1	0	1	1	12,518
5	13,782	27	3	8	0	4	1	13,825
<b>Total</b>	<b>64,163</b>	<b>539</b>	<b>50</b>	<b>46</b>	<b>2</b>	<b>19</b>	<b>6</b>	<b>64,825</b>

E3.8 The following table is the 2004/2005 Monthly Tonnes for the Contract area broken down by months

Month	Tonnes	Month	Tonnes
January 2004	4,047	October 2004	7,226
February 2004	3,199	November 2004	5,984
March 2004	3,876	December 2004	3,430
April 2004	6,338	January 2005	4,252
May 2004	6,109	February 2005	3,312
June 2004	8,176	March 2005	3,971
July 2004	6,472	April 2005	7,043
August 2004	6,037	May 2005	6,948
September 2004	7,419	June 2005	8,831

**E4. PAYMENTS**

E4.1 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:
  - (i) 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:
  - (i) 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.

## **E5. SERVICE FOR HANDICAPPED PERSONS**

- 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 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(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 and furniture, hot water tanks, mattresses and carpets, 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, tires, 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 type collected, including apartment, commercial or charitable premises in the Contract service area not serviced under these Works, but under the City of Winnipeg's Mechanical Collection Contract.
- E6.2 It is noted, however, that Provincial Regulations preclude 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 Except for abandoned bulky items, 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 E14.8. 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 seven (7) 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 thirteen (13). The payment for the collection of bulky wastes shall be in accordance with E4.1(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. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION**

- E7.1 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 E7.6.

- E7.2 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.
- E7.3 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.
- E7.4 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 E8.1. 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 E14.
- E7.5 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 may not start earlier than 7:00 a.m. or carry out collections past 10:00 p.m.
- E7.6 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.

## **E8. PEAK PERIODS AND HOLIDAYS**

- E8.1 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 E23.4, 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.
- E8.2 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	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

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

E8.3 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).

## **E9. LIST OF EQUIPMENT**

E9.1 Full-time equipment proposed shall not be used to collect wastes outside these Works.

E9.2 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 2003 without the expressed written permission of the Contract Administrator.

E9.3 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 E23.

E9.4 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.

## **E10. INSPECTION**

E10.1 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.

## **E11. COMMUNICATIONS REQUIREMENTS**

E11.1 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.

E11.2 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.

E11.3 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.

E11.4 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.

## **E12. DISMISSAL OF EMPLOYEES**

- E12.1 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 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).

## **E13. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN**

- E13.1 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.
- E13.2 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 E14.3 following, and subject to the performance deficiency remedies contained therein.
- E13.3 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 E7.

## **E14. SERVICE STANDARDS**

- E14.1 One of the goals of the Solid Waste Division is to provide excellent service to its customers.

- E14.2 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 five main categories:
- (a) Service Deficiency
  - (b) Request for Service
  - (c) Same Day Miss
  - (d) Miscellaneous
  - (e) Bulky Service Request
- E14.3 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
- E14.4 A call from a customer regarding missed collection that is received on the same day as the scheduled collection is not a service deficiency.
- E14.5 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.
- E14.6 The Contract Administrator shall provide the Contractor a copy of every service request, except for those classified as Miscellaneous. 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.
- E14.7 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. Further to E14.6, 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 service deficiency fee of \$75.00 per occurrence.
- E14.8 In the case of an isolated missed pick-up or pick-ups, as described in E13.3, 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.
- E14.9 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 E13.3. The Contractor will not be entitled to compensation for the additional volumes of subsequent pick-ups.
- E14.10 **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 E13.1.

- E14.11 If there are more than eight (8) service deficiencies on any day, a penalty of \$75.00 per service deficiency in excess of eight (8) will be assessed.
- E14.12 If there are less than five (5) service deficiencies on any day, an incentive bonus will be paid in the amount of \$150.00 per day.
- E14.13 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.
- E14.14 In order to allow for the Contractor to become familiar with the work, E14.8, E14.11, E14.12 and E14.12 will not apply for the first month of this Contract.
- E14.15 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 E14.7. If, after one collection cycle, the deficiency is still unfinished, the City will resolve the claim with material and penalty charges deducted from the monthly progress estimate.

#### **E15. IMPASSABLE ALLEYS AND/OR STREETS**

- E15.1 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.
- E15.2 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.
- E15.3 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.
- E15.4 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.

E15.5 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.

## **E16. RESIDENTIAL GARBAGE COLLECTION – RELATED BY-LAWS/INTERPRETATIONS**

E16.1 Further to Clause GC.7.01 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.

E16.2 The Solid Waste By-Law 1340/76 and the Anti-Litter By-law 1075/75 as periodically amended by City Council are available at <http://www.winnipeg.ca/clerks/pdfs/bylaws/1075.75.pdf> and <http://www.winnipeg.ca/clerks/pdfs/bylaws/1340.76.pdf> . 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.

- E16.3 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.
- E16.4 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.

- E16.5 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.

**E17. DISCRETIONARY AUTHORITY UNDER THE SOLID WASTE BYLAW**

- E17.1 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.

**E18. DEALING WITH IMPROPERLY STORED / PLACED / UNSAFE GARBAGE CONTAINERS**

- E18.1 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 E19. 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.

## **E19. TAGGING OF UNCOLLECTED MATERIALS**

- E19.1 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 E18 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.
- E19.2 This “tagging” is intended to reduce repeat By-law infractions at any location and the associated impacts on collection effectiveness and public relations.
- E19.3 Failure to tag the material may result in the pick-up being declared a “service deficiency” under E14.2(a).

## **E20. DAMAGE, MISUSE OR REMOVAL OF GARBAGE CONTAINERS**

- E20.1 The Contractor shall employ reasonable care not to damage, misuse, or permanently remove any garbage container. As noted in E18, 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.

## **E21. GARBAGE SPILLAGE**

- E21.1 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.
- E21.2 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.
- E21.3 The Contractor shall be responsible for any spillage resulting from the leakage of fluids due to a malfunction of the Contractor’s equipment.
- E21.4 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.
- E21.5 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.
- E21.6 The cleanup of any spillage will be considered, as incidental to the Contract and no additional payments will be made for any such work.
- E21.7 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.

**E22. DEAD ANIMALS**

E22.1 The Contractor will not be required to pick up dead animals from the street system.

**E23. SOLID WASTE DISPOSAL SITE**

E23.1 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.

E23.2 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.

E23.3 The hours of operation of this landfill site are currently as follows (but are subject to change):

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

E23.4 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 E7. 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 E13.2 shall be carried out whenever extended landfill hours are requested.

E23.5 The Contractor shall note that the dumping face at the landfill may vary in location within the site throughout the Contract period.

E23.6 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.

**E24. DISPOSAL CHARGES**

E24.1 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.

E24.2 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.

E24.3 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.

**E25. EQUIPMENT AND PERSONNEL SAFETY REQUIREMENTS**

- E25.1 The Contractor is expected to meet or exceed all equipment and Personnel safety requirements required by Federal, Provincial and Municipal law.
- E25.2 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.

**E26. METRIC MEASUREMENTS**

- E26.1 The copy of By-Law 1340/76 and amendments thereof, forming part of this specification, is in metric measurements.

**E27. SERVICE LOCATIONS**

- E27.1 The following is a list of Apartment locations for this Work.

Street Number	Street Name	Street Type	Dwelling Units	Collection Day Cycle
524	CORYDON	AV	11	1
540	CORYDON	AV	8	1
682	CORYDON	AV	14	1
880	CORYDON	AV	9	1
882	CORYDON	AV	14	1
690	FLEET	AV	11	1
250	HUGO	ST	11	1
708	JESSIE	AV	8	1
612	MULVEY	AV	9	1
647	NASSAU	ST	8	1
674	NASSAU	ST	11	1
174	NIAGARA	ST	8	1
485	OSBORNE	ST	8	1
495	OSBORNE	ST	10	1
499	OSBORNE	ST	8	1
523	OSBORNE	ST	8	1
690	SCOTLAND	AV	15	1
223	THURSO	ST	8	1
613	WARSAW	AV	11	1
525	CENTENNIAL	ST	12	2
3430	GRANT	AV	14	3
1411	PEMBINA	HW	9	3
10	MOORE	AV	8	5
1000	ST MARYS	RD	8	5

- E27.2 The locations may be switched to twice per week collection at anytime throughout the Contract.
- E27.3 The following is a listing of charitable and commercial service locations for this Work.

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
382	Academy	RD	Store	1
384	Academy	RD	Store	1
388	Academy	RD	Store	1
420	Academy	RD	Bank	1
428	Academy	RD	Store	1
431	Academy	RD	Store	1
436	Academy	RD	Strip Mall	1
472	Academy	RD	Office	1
549	Academy	RD	Store	1
551	Academy	RD	Store	1
555	Academy	RD	Store	1
561	Academy	RD	Store	1
562	Academy	RD	Store	1
564	Academy	RD	Office	1
565	Academy	RD	Store	1
568	Academy	RD	Store	1
569	Academy	RD	Store	1
571	Academy	RD	Store	1
575	Academy	RD	Store	1
577	Academy	RD	Store	1
579	Academy	RD	Store	1
64	Arnold	AV	Store	1
525	Beresford	AV	Church	1
421	Brandon	AV	Church	1
600	Cambridge	ST	Church	1
775	Cambridge	ST	Store	1
274	Campbell	ST	Church	1
590	Corydon	AV	Store	1
598	Corydon	AV	Store	1
610	Corydon	AV	Store	1
670	Corydon	AV	Restaurant	1
698	Corydon	AV	Office	1
710	Corydon	AV	Office	1
720	Corydon	AV	Store	1
858	Corydon	AV	Store	1
900	Corydon	AV	Office	1
934	Corydon	AV	Office	1
1101	Corydon	AV	Store	1
1103	Corydon	AV	Store	1
1108	Corydon	AV	Store	1
1115	Corydon	AV	Store	1
1459	Corydon	AV	Commercial Misc	1
1460	Corydon	AV	Bank	1
1465	Corydon	AV	Residential Multi Use	1
1520	Corydon	AV	Library	1
440	Don	AV	Industrial Warehouse 2sty	1
627	Dudley	AV	Office	1
580	Ebby	AV	Service Garage	1

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
594	Ebby	AV	Service Garage	1
755	Elm	ST	Church	1
1001	Grant	AV	Church	1
1219	Grant	AV	Bank	1
1350	Grant	AV	Church	1
1365	Grant	AV	Office	1
1376	Grant	AV	Office	1
932	Grosvenor	AV	Bank	1
300	Hugo	ST	Church	1
595	Jackson	AV	Warehouse Multi Tenant	1
823	Jessie	AV	Office	1
525	Kylemore	AV	Church	1
257	Lilac	ST	Strip Mall	1
450	Lilac	ST	Church	1
799	Lilac	ST	Police/Fire	1
901	Lorette	AV	Store	1
1216	Lorette	AV	Store	1
1217	Lorette	AV	Store	1
415	Mulvey	AV	Warehouse	1
955	Mulvey	AV	Church	1
301	Nassau	ST	Medical Office Clinic	1
366	Oakwood	AV	Church	1
465	Osborne	ST	Church	1
481	Osborne	ST	Store	1
513	Osborne	ST	Store	1
519	Osborne	ST	Store	1
524	Osborne	ST	Police/Fire	1
529	Osborne	ST	Store	1
550	Osborne	ST	Store	1
669	Osborne	ST	Bank	1
683	Osborne	ST	Store	1
684	Osborne	ST	Store	1
698	Osborne	ST	Theatre/Cinema	1
700	Osborne	ST	Store	1
704	Osborne	ST	Medical Office Clinic	1
730	Osborne	ST	Bowling Alley	1
734	Osborne	ST	Store	1
736	Osborne	ST	Office	1
621	Oxford	ST	Church	1
280	Pembina	HW	Store	1
311	Pembina	HW	Store	1
331	Pembina	HW	Restaurant	1
453	Pembina	HW	Store	1
655	Pembina	HW	Store	1
661	Pembina	HW	Store	1
701	Pembina	HW	Office	1
733	Pembina	HW	Store	1
735	Pembina	HW	Bank	1

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
125	Queenston	ST	Store	1
486	Rathgar	AV	Church	1
702	Scotland	AV	Warehouse	1
746	Scotland	AV	Residential Out Bldg	1
340	Stafford	ST	Store	1
360	Stafford	ST	Store	1
440	Stafford	ST	Store	1
730	Taylor	AV	Office	1
470	Warsaw	AV	Warehouse	1
471	Warsaw	AV	Office	1
710	Warsaw	AV	Store	1
603	Wellington	CR	Church	1
168	Wilton	ST	Church	1
637	Buckingham	RD	Church	2
221	Cathcart	ST	Church	2
416	Cathcart	ST	Church	2
760	Charleswood	RD	Church	2
1711	Corydon	AV	Store	2
1724	Corydon	AV	Store	2
1730	Corydon	AV	Store	2
1735	Corydon	AV	Church	2
1767	Corydon	AV	Store	2
1835	Corydon	AV	Medical Office Clinic	2
1682	Grant	AV	Medical Office Clinic	2
1710	Grosvenor	AV	Police/Fire	2
1750	Grosvenor	AV	Church	2
699	Haney	ST	Church	2
566	Harstone	RD	Church	2
414	Lindenwood	DR	Community Centre	2
1965	Loudoun	RD	Industrial Miscellaneous	2
316	Oakdale	DR	Church	2
535	Oakdale	DR	Arena	2
6363	Rannock	AV	Community Centre	2
4289	Ridgewood	AV	Banquet/Meeting Hall	2
3309	Roblin	BV	Store	2
3311	Roblin	BV	Store	2
3313	Roblin	BV	Store	2
3317	Roblin	BV	Office	2
3323	Roblin	BV	Store	2
3411	Roblin	BV	Store	2
3708	Roblin	BV	Store	2
3717	Roblin	BV	Office	2
3830	Roblin	BV	Church	2
4820	Roblin	BV	Church	2
5000	Roblin	BV	Community Centre	2
5302	Roblin	BV	Medical Office Clinic	2
6010	Roblin	BV	Store	2
1	Sir John Franklin	RD	Community Centre	2

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
0	Stovel	ST	Service Garage	2
1755	Taylor	AV	Church	2
3130	Wilkes	AV	Industrial Miscellaneous	2
3160	Wilkes	AV	Industrial Miscellaneous	2
60	Cadboro	RD	Church	3
1200	Chevrier	BV	Restaurant	3
1300	Chevrier	BV	Warehouse	3
1314	Chevrier	BV	Warehouse	3
1326	Chevrier	BV	Store	3
1350	Chevrier	BV	Warehouse	3
80	Derek	ST	Community Centre	3
910	Elmhurst	RD	Church	3
315	Laxdal	RD	Community Centre	3
1201	Manahan	AV	Warehouse Multi Tenant	3
1224	Manahan	AV	Warehouse Multi Tenant	3
3	Marshall	CR	Community Centre	3
935	Nesbitt	BY	Church	3
271	North	DR	Community Centre	3
830	North	DR	Church	3
1002	Pembina	HW	Store	3
1084	Pembina	HW	Restaurant	3
1088	Pembina	HW	Office	3
1092	Pembina	HW	Store	3
1100	Pembina	HW	Store	3
1166	Pembina	HW	Store	3
1170	Pembina	HW	Store	3
1188	Pembina	HW	Bank	3
1200	Pembina	HW	Office	3
1210	Pembina	HW	Store	3
1214	Pembina	HW	Store	3
1248	Pembina	HW	Medical Office Clinic	3
1288	Pembina	HW	Medical Office Clinic	3
1292	Pembina	HW	Store	3
1355	Pembina	HW	Store	3
1365	Pembina	HW	Store	3
1383	Pembina	HW	Office	3
1419	Pembina	HW	Store	3
1425	Pembina	HW	Restaurant	3
1444	Pembina	HW	Service Garage	3
1463	Pembina	HW	Commercial Multi Use	3
1467	Pembina	HW	Store	3
1540	Pembina	HW	Store	3
1640	Pembina	HW	Store	3
1771	Pembina	HW	Church	3
3525	Pembina	HW	Office	3
1010	Riverwood	AV	Church	3
1012	Riverwood	AV	Church	3
3220	Roblin	BV	Office	3

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
3230	Roblin	BV	Store	3
201	Scurfield	BV	Church	3
15	Trottier	BY	Warehouse	3
25	Trottier	BY	Warehouse	3
45	Trottier	BY	Warehouse Multi Tenant	3
104	Trottier	BY	Industrial Miscellaneous	3
1226	Waller	AV	Church	3
1477	Waller	AV	Warehouse	3
1567	Waverley	ST	Police/Fire	3
2171	Waverley	ST	Church	3
1229	Windermere	AV	Church	3
881	Autumnwood	DR	Church	4
1062	Autumnwood	DR	Church	4
1083	Autumnwood	DR	Police/Fire	4
150	Bayridge	AV	Church	4
820	Cottonwood	RD	Church	4
920	Cottonwood	RD	Church	4
244	Dalhousie	DR	Convenience Store	4
880	Dalhousie	DR	Police/Fire	4
177	Forbes	RD	Commercial Misc	4
321	Forbes	RD	Commercial Misc	4
245	Melnick	RD	Warehouse	4
10	Radcliffe	RD	Church	4
31	Riel	AV	Church	4
673	Silverstone	AV	Church	4
828	Silverstone	AV	Church	4
1269	St Annes	RD	Church	4
1411	St Annes	RD	Warehouse	4
1617	St Annes	RD	Service Garage	4
1688	St Annes	RD	Service Garage	4
1212	St Marys	RD	Store	4
1541	St Marys	RD	Church	4
2321	St Marys	RD	Church	4
933	Summerside	AV	Church	4
19	Berrydale	AV	Church	5
119	Compark	RD	Residential Out Bldg	5
875	Dakota	ST	Office/Multi Use	5
1008	Dakota	ST	Church	5
1525	Dakota	ST	Police/Fire	5
6	Fermor	AV	Library	5
247	Hazelwood	AV	Church	5
303	Lakewood	BV	Church	5
430	Lakewood	BV	Church	5
51	Morrow	AV	Church	5
246	St Annes	RD	Store	5
419	St Annes	RD	Store	5
434	St Annes	RD	Service Garage	5
466	St Annes	RD	Store	5

Street Number	Street Name	Street Type	Assessment Property Description	Collection Day Cycle
467	St Annes	RD	Restaurant	5
471	St Annes	RD	Residential Multi Use	5
491	St Annes	RD	Restaurant	5
533	St Annes	RD	Community Centre	5
567	St Annes	RD	Store	5
596	St Annes	RD	Warehouse	5
255	St David	RD	Church	5
825	St Marys	RD	Office	5
891	St Marys	RD	Church	5
894	St Marys	RD	Office	5
901	St Marys	RD	Office	5
929	St Marys	RD	Residential Multi Use	5
931	St Marys	RD	Store	5
937	St Marys	RD	Church	5
942	St Marys	RD	Office	5
952	St Marys	RD	Store	5
953	St Marys	RD	Store	5
954	St Marys	RD	Store	5
970	St Marys	RD	Store	5
976	St Marys	RD	Store	5
984	St Marys	RD	Store	5
986	St Marys	RD	Residential Multi Use	5
992	St Marys	RD	Strip Mall	5
1004	St Marys	RD	Store	5
1005	St Marys	RD	Office	5
1046	St Marys	RD	Office	5
1049	St Marys	RD	Store	5
1057	St Marys	RD	Police/Fire	5
1063	St Marys	RD	Store	5
15	St Michael	RD	Day Care	5
365	Westmount	DR	Church	5
930	Winakwa	RD	Church	5
176	Worthington	AV	Community Centre	5

E27.4 Due to Privacy concerns, the walk-in service list for this Work will only be provided to the Contractor.

**E28. TONNES COLLECTED**

E28.1 The following graph illustrates the tonnes collected on a daily basis.

### South Winnipeg Manual Collection: Jan 2004 - June 2005

