



521-2008 ADDENDUM 3

PROVISION OF PARKING ENFORCEMENT CONTRACT SERVICES

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY

ISSUED: August 8, 2008
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read:

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **August 14, 2008**

Revise: B12.3 to read:

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) **have all personnel sworn as special constables in accordance with the provincial regulations prior to the commencement of Work.** Special constable status is granted through the Winnipeg Parking Authority and is based on a basic level of training suitable for the task and shall include, but may not be limited to:
 - (i) customer service;
 - (ii) basic safety awareness relating to the duties performed by an enforcement officer;
 - (iii) conflict resolution;
 - (iv) awareness of basic legislation relating to by-laws enforced.
- (e) have all personnel assigned to mobile units, to hold a valid Manitoba driver's license and have completed the Canada Safety Council Defensive Driving Course within the previous three years;

PART D – SUPPLEMENTAL CONDITIONS

Revise: D8 to read:

D8 INSURANCE

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

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

D8.2 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

D8.3 Deductibles shall be borne by the Contractor;

D8.4 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City;

D8.5 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect;

D8.6 The Contractor shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor;

D8.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Contract **and for any subsequent renewals thereof, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.**

Revise: D10.2 to read:

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9;
 - (v) **evidence of personnel being designated as special constables in accordance with provincial regulations;**
 - (vi) evidence of personnel assigned to mobile units having a valid Manitoba driver's license and satisfactory completion of a defensive driving course.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

PART E – SPECIFICATIONS

Revise: E2.6 to read:

E2.6 The Contractor is responsible for all costs associated with:

- a) photo **enforcement offences which included but are not limited to;**
 - (i) photo radar;**
 - (ii) red light camera tickets;**
- b) damage directly resulting from improper operation of Winnipeg Parking Authority equipment, including vehicles;
- c) temporary replacement of **vehicles;**

- d) **replacement costs of other equipment damaged directly resulting from improper operation including but not limited to:**
 - (i) **cameras;**
 - (ii) **handheld computers;**
 - (iii) **printers;**
 - (iv) **blackberry devices.**
- e) **vehicles being ticketed or towed as a result of unreasonable judgement on behalf of the Contractor.**