



THE CITY OF WINNIPEG

TENDER

TENDER NO. 50-2024

**PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECEPTACLES
IN EAST WINNIPEG**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECEPTACLES IN EAST WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 3, 2024.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 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.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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 Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (iii) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (iv) has knowledge of confidential information (other than confidential information ~~disclosed~~ by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

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

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7).

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 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 formed and the contract securities have been 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/Proposal.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
 - (c) Total Bid Price ;
 - (d) economic analysis of any approved alternative pursuant to B7;

- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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 qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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 their 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.

The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of garbage and recycling collection from receptacles in east Winnipeg for the period from June 1, 2024 until May 31, 2025, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on June 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

- (a) Collection of garbage and recyclables from receptacles
- (b) Disposal of garbage to approved facilities;
- (c) Delivery of recyclable materials to an approved Material Recovery Facility.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2024.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
 - (b) **"Business Day"** means any day other than a day which is a Saturday, a Sunday or a Statutory holiday;
 - (c) **"Big Belly"** means the patented smart waste and recycling system;
 - (d) **"CBCRA"** means Canadian Beverage Container Recycling Association;
 - (e) **"Garbage"** means items that are no longer useful or wanted and have been discarded;
 - (f) **"Litter"** means waste products that have been disposed of improperly, without consent, at an inappropriate location such as on the ground in public place;
 - (g) **"Material Recovery Facility"** and **"MRF"** means a facility for processing of Recyclables, as designated by the City.
 - (h) **"OMG Receptacle"** means the patented street garbage and recycling container supplied by OMG (Outdoor Marketing Group) to display advertising and placed in pedestrian areas near roadways.
 - (i) **"Receptacles"** means a container that receives and holds or stores Garbage or Recyclables.
 - (j) **"Recyclable"** means the recyclable material accepted by the City of Winnipeg's recycling program.
 - (k) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrators to order Work under this Contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Michael Sawchuk, C.E.T.
Contracts & Technologist Supervisor

Telephone No. 204 986 7409

Email Address. msawchuk@winnipeg.ca

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

[human-rights](https://www.ilo.org/global/lang-en/index.htm) International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.

- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (b) an irrevocable standby letter of credit 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 attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; 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 Contract Price for the initial term or extension term.

D12.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

- D12.1.3 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).
- D12.1.4 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.1.5 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.6 Where the contract 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 contract security.
- D12.2 The Contractor shall provide the Contract Administrator with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- D15.2.1 the Contract Administrator has confirmed receipt and approval of:
- (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;

- (iii) evidence of the insurance specified in D11;
 - (iv) the contract security specified in D12;
 - (v) the Subcontractor list specified in D13;
 - (vi) the equipment list specified in D14; and
 - (vii) the direct deposit application form specified in D26;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to collect a bin location on a scheduled collection day, the Contractor shall pay the City one hundred and thirty-four dollars (\$134.00) per missed location, per Calendar Day and every Calendar Day following the day fixed herein until the location is collected.
- D16.2 If the Contractor fails to collect a collection route on a scheduled day, the Contractor shall pay the City one thousand and two hundred dollars (\$1,200.00) per Working Day and every Working Day following the day fixed herein until the entire route is collected.
- D16.3 The amount specified for liquidated damages in D16.1 and D16.2 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D16.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D17.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D18.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D19. PLANT AND MATERIALS

D19.1 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D20. SAFETY

D20.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D20.3 The Contractor shall do whatever is necessary to ensure that:

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

D20.4 The Contractor's collection vehicles shall meet the requirements of the City of Winnipeg's Equipment Lighting and Visibility Requirements (see Appendix F).

- 1) For collection on 70 km/hr roadways or greater collection vehicles shall meet Level 1 requirements.
- 2) For collection on 60 km/hr and less roadways collection vehicles shall meet Level 2 requirements.

D21. DEFICIENCIES

D21.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D22. ORDERS

D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D23. RECORDS

D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.

- D23.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) GPS location;
 - (d) service date(s);
 - (e) service time(s); and
 - (f) description and quantity of services provided.
- D23.3 The Contractor shall, if requested by the Contract Administrator provide documentation that the recycling materials being collected are being recycled properly and garbage collected is being disposed of in accordance with the Contract. The documentation provided shall include but not be limited to:
- D23.3.1 Monthly summaries of tonnage of recyclables collected.
- D23.3.2 Weigh scale tickets for such recyclables from a government certified weigh scale including:
- (i) The date and weight of the recyclables collected in metric weight
 - (ii) The period of collection and number of recyclables serviced

D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D24.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D24.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D24.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D24.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D24.5 Any other information requested by the Contract Administrator.
- D24.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D25. INVOICES

- D25.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D25.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) collection date(s);
- (c) locations or route collected;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D25.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26. PAYMENT

D26.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D27. PAYMENT SCHEDULE

D27.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.

D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D29.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (a) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D30.3 For the purposes of D30:
 - (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
 - D30.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

- D30.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- in relation to this Contract or the Work.
- D30.6 Records Retention and Audits
- D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other

information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D30.7 Other Obligations

- D30.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D30.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D30.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW EVERYONE 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 for

TENDER NO. 50-2024

PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECEPTACLES IN EAST 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 term of the Contract and the warranty period provided for therein;

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.

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 50-2024

PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECPTACLES IN EAST 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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECEPTACLES IN EAST WINNIPEG

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D14)

PROVISION OF GARBAGE AND RECYCLING COLLECTION FROM RECPTACLES IN EAST WINNIPEG

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
APPENDIX A	Locations And Collection Schedule of Receptacles
APPENDIX B	OMG Receptacle
APPENDIX C	Take Pride Receptacle
APPENDIX D	Big Belly Receptacle
APPENDIX E	CBCRA Garbage And Recycling Receptacle

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Monday Schedule
2	Thursday Schedule
3	Friday Schedule

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. SERVICES

E2.1 The Contractor shall collect and dispose of Garbage and Recycling from Receptacles in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Garbage and Recycling Collection

The Contractor shall be responsible for the collection of Garbage and Recyclables from the Receptacles and;

- a. The collected garbage must be disposed of either directly or indirectly to an approved landfill site;
- b. The collected recyclables shall be delivered to an approved City of Winnipeg MRF. The recyclables shall not be discarded as garbage.

E2.3 Item No. 2 – Garbage Collection

The Contractor shall be responsible for the collection of garbage from receptacles and;

- a. The collected garbage must be disposed of either directly or indirectly to an approved landfill site.

E2.4 Garbage shall be disposed of and recycling shall be recycled to the complete satisfaction of the Contract Administrator.

E2.5 The Contract shall notify the Contract Administrator immediately if a receptacle requires maintenance by the City.

E2.6 The Contractor shall be responsible for the collection of all loose garbage and recyclable material on the sub-floor of the receptacle.

E2.7 The Contractor shall be responsible for the collection of litter within 5 meters of the receptacles and spilled garbage or litter at the time of collection.

E3. LOCATIONS AND COLLECTION SCHEDULE OF RECEPTACLES

E3.1 The locations and collection schedule of the receptacles are listed in Appendix A - Location and Collection Schedule of Receptacles.

E3.2 The City reserves the right to change the locations of receptacles, remove receptacles or add receptacles within the area. The City shall give written notification of these changes if required.

E3.3 The City reserves the right to change the collection schedule based on demand and usage. The scheduled routine collection of receptacles may be twice weekly, weekly, bi-weekly or monthly. The City shall give written notification to these changes if required.

E3.4 Where there is garbage and recycling collection at the same receptacle, both garbage and recycling shall be on the same collection schedule and paid as such.

E4. RECEPTACLES

E4.1 There are a variety of different receptacles to be collected within this Contract. The following are most common receptacles.

- a) "OMG" receptacles shown in Appendix B – OMG receptacle. These receptacles are owned, placed and maintained by OMG. The Contractor is responsible for the collection and disposal of garbage only at these receptacles. OMG is responsible for collection of recyclables at these receptacles. These receptacles are locked. A key to unlock these receptacles will be provided.
- b) "Take Pride" receptacles are shown in Appendix C – "Take Pride" receptacles garbage only collection.
- c) "Big Belly" receptacles shown in Appendix D – CBCRA Garbage and Recycling Receptacle. These receptacles are locked and require garbage and recycling collection.
- d) "CBCRA" receptacles shown in Appendix E – CBCRA Garbage and Recycling Receptacle. These receptacles require garbage and recycling collection. These receptacles have the option of locking the garbage and recycling. At the City's discretion part or all the receptacles may be locked with keyed padlocks.

E5. COLLECTION VEHICLE REQUIREMENTS

E5.1 Collection Vehicles shall be equipped with a global positioning system and automated vehicle locator (GPS/AVL) tracking system capable of:

- (a) monitor both current position and route progress (tracking) via on-screen display of position and/or path, including city street base map;
- (b) display Collection Vehicle movement, identify and show the position of the Collection Vehicles at a minimum of five (5) seconds intervals;
- (c) report and record the speed traveled by the Collection Vehicles;
- (d) indicate the direction of travel of each displayed Collection Vehicle;
- (e) provide Collection Vehicle location by GPS coordinates;
- (f) report on daily exceptions for non-collection

E5.2 The GPS/AVL tracking system shall be used for purposes including use by the Contractor to manage the Contractor's Collection Vehicles and its personnel.

- E5.3 The Contractor shall be solely responsible for complying with applicable privacy legislation.
- E5.4 The Contractor shall provide the City access to the GPS/AVL tracking system user application and its underlying data.
- E5.5 The GPS/AVL tracking system user application shall be web-based.
- E5.6 The Contractor shall:
- (a) ensure at all times that the GPS/AVL equipment is functioning properly.
 - (b) Promptly report any equipment damage and malfunctions to the Contract Administrator.
 - (c) ensure all devices will be kept in good working order by the Contractor and any faulty devices shall be repaired within five (5) Calendar Days.
 - (d) inform the City of any planned hardware/software activities (such as maintenance, upgrades, etc.) that may interrupt availability of the GPS/AVL application/data at least seven (7) Calendar Days prior to the planned activity.
- E5.7 The Contractor shall not remove or deactivate a GPS/AVL system from/in a Collection Vehicle, nor shall the Contractor utilize a Collection Vehicle that is not equipped with an activated and working GPS/AVL system meeting the requirements of the Contract (except as expressly permitted in the Contract).
- E5.8 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL system is non-functional. In such cases, the Contractor shall supply a suitable replacement Collection Vehicle. The Contractor shall not utilize such removed Collection Vehicle in the Work unless and until such time that its GPS/AVL system has been repaired and is fully operational.
- E5.9 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL system and web-based application, for City personnel, as requested by the Contract Administrator. The demonstration and training sessions will be developed in consultation with the Contract Administrator. The Contractor shall provide printed and electronic format training manuals for the GPS/AVL system and web-based application. The demonstration and training sessions will be conducted in Winnipeg at times and locations acceptable to the Contract Administrator and in any event not later than July 1, 2024.
- E5.10 The GPS/AVL system and web-based application shall have performance data storage and access requirements that comply with the following:
- (a) web based location and event data must be stored and accessible for a minimum of twelve (12) months;
 - (b) at any time, including after the twelve (12) month period referenced in E5.11 (a), the Contract Administrator may require the Contractor to send location and event data to the City for storage on their system, in an agreed upon file format;
 - (c) the Contractor shall, provide within forty-eight (48) hours of request by the Contract Administrator, a digital download copy of all data;
 - (d) location and event data shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator; and
 - (e) all of the GPS/AVL web-based location and event data must be made available via a secure, query able web service on a near real time read only basis.
- E5.11 The Contractor shall:
- (a) provide a secure web-based application that the City will be able to use to retrieve receptacle pickup data. Such data will include a record of each receptacle, for both Garbage and Recyclables (respectively) including a record of any address where the Contractor could not empty a receptacle. Receptacle pickup data will be accessible through this web service within one (1) hour of the actual event.

- (b) in cases where the GPS/AVL is not operational, the Contractor shall submit on the City's standard daily reporting form an electronic daily report (by no later than 9:00 a.m. the first Business Day following the previous day's Collection. The daily report identifies reasons for non-Collection at a Premise and shall be completed in full including entry of details into all areas of the form.
- (c) provide the City with immediate access to information within the time of Monday to Saturday, between the hours of 6 am to 6 pm.
- (d) the secure web-based application must be available to the City Monday to Saturday, between the hours of 6 am to 6 pm and should be generally available twenty-four (24) hours a day, seven (7) days a week outside of mutually agreeable systems maintenance outage windows.
- (e) ensure the web –based application provides a method whereby the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
 - (i) event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
 - (ii) location coordinates – expressed in Lat/Long using degrees, minutes, seconds
 - (iii) date and time of the event – following the format YYYYMMDD HHMMSS
 - (iv) exception code – Numeric code used for describing any exception such as Receptacle blocked, cannot pickup.

E5.12 In the event of non-collection of any receptacle, the GPS/AVL shall record in real time the following information:

- (a) location - address;
- (b) date and time - recorded in the format YYYYMMDD HHMMSS;
- (c) exception cause (Blocked, Missing bin);
- (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
- (e) Collection Vehicle identification number.

E5.13 The Contractor shall:

- (a) submit to the Contract Administrator the event data summary report not later than 9 a.m. the next following Business Day and the report shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator.
- (b) ensure the web –based application and the secure query able web service will provide a method whereby the City can specify a specific event identification number (see data file format).
- (c) ensure that the performance of the web-based application is sufficient at all times to enable anticipated City information access, reporting and data download needs without impacting the systems operational performance.
- (d) provide a secure web-based application to view the location and event data and provide the City access to it in real time.

E5.14 The Contractor shall be responsible for the entire capital, operating/maintenance, upgrade and/or replacement costs (as applicable) of such system over the entire term of the Contract

APPENDIX A – LOCATIONS AND COLLECTION SCHEDULE OF RECEPTACLES

ID #	Material	Scheduled Pick Up	Longitude	Latitude	LOCATION_DESCRIPTION
1	Dual Stream	Monday	-97.0871	49.944757	1400 Henderson highway on west walk next to bus stop #40416, SW radius
2	Dual Stream	Monday	-97.1	49.915076	East of 498 Jamison, west walk on watt
3	Dual Stream	Monday	-97.0801	49.950698	1665 Henderson highway next to bus stop on the east walk, North of Gilmore, NW radius
4	Dual Stream	Monday	-97.1004	49.914631	East of 497 bowman, west walk at watt
5	Dual Stream	Monday	-97.0926	49.93842	1128 Henderson highway on west walk next to bus stop #40420
6	Dual Stream	Monday	-97.0853	49.946774	1490 Henderson highway on the west walk next to bus stop #40415
7	Dual Stream	Monday	-97.0962	49.934757	979 Henderson highway on east walk next to bus stop #40385
8	Dual Stream	Monday	-97.1244	49.915349	25m east of Intersection of redwood and glenwood, south walk on redwood
9	Dual Stream	Monday	-97.1147	49.914283	Right Infront of 239 Henderson, east walk at Henderson.
10	Dual Stream	Monday	-97.1005	49.931606	South of intersection at Henderson highway and Greene ave on west walk next to bus stop #40425
11	Dual Stream	Monday	-97.1207	49.914262	10m east of intersection of Beatrice and hespeler, North walk
12	Big Belly Solar	Monday	-97.1159	49.913084	Infront of 180 Henderson, west walk on hederson
13	Dual Stream	Monday	-97.1145	49.914514	Intersection of Henderson and Johnson, east walk at Henderson, North walk, NE radius
14	Dual Stream	Monday	-97.1143	49.916296	In front of 290 Henderson (zax drive inn) west walk on Henderson
15	Dual Stream	Monday	-97.1094	49.922032	542 Henderson, bus stop #40432
16	Dual Stream	Monday	-97.107	49.924697	662 Henderson, bus stop #40430
17	Dual Stream	Monday	-97.1068	49.924622	Intersection of Henderson and Sydney, east walk at Henderson
18	Dual Stream	Monday	-97.1073	49.912103	Intersection of Johnson and roch, north east radii of intersection
19	Dual Stream	Monday	-97.0954	49.924814	In front of 401 Kimberly, north walk at Kimberly
20	Dual Stream	Monday	-97.103	49.921768	East of 299 Trent at west walk on brazier
21	Dual Stream	Monday	-97.1133	49.917733	opp. 377 Henderson hg by bus stop 40435
22	Dual Stream	Monday	-97.0801	49.938357	North west radius of rothesay st and Edison Ave, bus stop #40549
23	Dual Stream	Monday	-97.0782	49.939611	South east radius of Rothesay st and Macaulay crest next to bus stop #40501
24	Dual Stream	Monday	-97.0786	49.939419	South west radius of Macaulay crest and rothesay st by back ally entrance next to bus stop #40551
25	Dual Stream	Monday	-97.078	49.940602	South west radius of Springfield and rothesay next to bus stop #40561
26	Dual Stream	Monday	-97.0776	49.940778	North west radius of Springfield and rothesay by bus stop #40593
27	Dual Stream	Monday	-97.0866	49.928854	North east radius of leighton and watt st
28	Dual Stream	Monday	-97.071	49.898864	Infront of 1639 regent (a&w) north walk on regent
29	Dual Stream	Monday	-97.0946	49.905083	Intersection of talbot and grey, northeast radii of intersection
30	Dual Stream	Monday	-97.0841	49.9012	Intersection of kent and Nairn, northwest radii of intersection
31	Dual Stream	Monday	-97.1048	49.904959	Intersection of Nairn and watt, northeast radii of intersection

32	Dual Stream	Monday	-97.095	49.90518	Intersection of talbot and grey, northwest radii of intersection
33	Dual Stream	Monday	-97.0833	49.903038	Intersection of talbot and kent, northwest radii of intersection
34	Dual Stream	Monday	-97.0737	49.898933	Infront of 1180 Nairn (petro Canada) south walk on nairn
35	Dual Stream	Monday	-97.0918	49.9363	South west radius of brazier st and McLeod ave next to bus stop #40524
36	Dual Stream	Monday	-97.0954	49.924469	Across 405 Kimberly, south walk on kimberly
37	Dual Stream	Monday	-97.0787	49.90225	Intersection of talbot and keenleyside, north walk on talbot
38	Dual Stream	Monday	-97.0882	49.902001	Intersection of Nairn and Chester, northeast radii of intersection
39	Dual Stream	Monday	-97.1076	49.907198	Intersection of talbot and Allan, north walk on talbot
40	Dual Stream	Monday	-97.1077	49.911855	Intersection of Johnson and roch, south west radii of intersection
41	Dual Stream	Monday	-97.0904	49.909624	North west radius of Harbison ave and grey st
42	Dual Stream	Monday	-97.0853	49.913313	South west radius of munroe ave and grey st at bus stop 40345
43	Dual Stream	Monday	-97.0853	49.913577	North west radius of munroe ave and grey st by bus stop #40343
44	Dual Stream	Monday	-97.0689	49.903651	North West side of planet Rd and reenders dr next to bus stop #40225
45	Dual Stream	Monday	-97.0697	49.902572	North west radius of planet Rd and Clyde Rd
46	Dual Stream	Monday	-97.0693	49.90833	50 m west of prevette st and Monroe ave on Monroe ave next to bus stop #40672
47	Dual Stream	Monday	-97.0928	49.921651	East of 496 Chelsea, on west walk on watt
48	Dual Stream	Monday	-97.0543	49.943307	McIvor bus loop on Releigh St 100m south of McIvor Ave by bus stop #40808 and #40644
49	Dual Stream	Monday	-97.1023	49.912225	Intersection of watt and union ave W, west walk of watt, NW radius
50	Dual Stream	Monday	-97.08	49.938374	45m west of Edison and rothsay intersection on north walk
51	Dual Stream	Monday	-97.0788	49.945586	165 donwood dr on north walk next to bus stop #40583
52	Dual Stream	Monday	-97.0837	49.939408	South east radius of roch st and Edison ave by bus stop #40554
53	Dual Stream	Monday	-97.1014	49.913383	Infront of 259 watt, north of Harbison
54	Dual Stream	Monday	-97.0835	49.902845	Infront of 832 talbot, south walk on talbot
55	Dual Stream	Monday	-97.0886	49.904005	Intersection of talbot and Cameron, northeast radii of intersection
56	Dual Stream	Monday	-97.1082	49.906977	Intersection of talbot and Allan, southwest radii of intersection
57	Dual Stream	Monday	-97.064	49.911932	1100 Concordia ave on south walk next to bus stop #40236
58	Dual Stream	Monday	-97.0806	49.950632	1646 Henderson highway on west walk next to bus stop #702
59	Dual Stream	Monday	-97.069	49.907962	South east radius of Munroe ave and prevette st by bus stop#40240
60	Dual Stream	Monday	-97.0775	49.910938	50m west of besant st and muroe ave on south walk next to bus stop 40283
61	Dual Stream	Monday	-97.0913	49.908447	North west radius of grey st and union ave e by bus stop 40349
62	Dual Stream	Monday	-97.1019	49.912716	Intersection of watt and Martin ave W, east walk of watt
63	Dual Stream	Monday	-97.0578	49.925007	North east radius of McLeod ave and stefanie dr by bus stop #40233
64	Dual Stream	Monday	-97.1147	49.908386	30m south of intersection of talbot and brazier, west walk on brazier
65	Dual Stream	Monday	-97.1001	49.931552	North west radius at Henderson highway and Kimberly ave
66	Dual Stream	Monday	-97.0897	49.941278	South east radius of Intersection on Henderson highway and Edison ave on the east walk next to bus stop#710

67	Dual Stream	Monday	-97.0807	49.91209	North east radius of London st and munroe ave by bus stop #40312
68	Dual Stream	Monday	-97.1042	49.90663	Intersection of watt and talbot, south walk on talbot
69	Dual Stream	Monday	-97.104	49.906548	Intersection of watt and talbot, north walk on talbot
70	Dual Stream	Monday	-97.1016	49.907004	Across 515 Riverton, south walk
71	Dual Stream	Monday	-97.102	49.907066	Across 503 Riverton, south walk
72	Dual Stream	Monday	-97.1162	49.909202	Outside of 180 Riverton (MBCI-high school) north walk on talbot
73	Dual Stream	Monday	-97.1147	49.908649	Intersection of brazier and talbot, southwest radii of intersection
74	Dual Stream	Monday	-97.1147	49.908911	10m west of intersection of talbot and brazier, north walk on talbot
75	Dual Stream	Monday	-97.1139	49.909478	35m south of intersection of brazier and mighton, east walk on brazier
76	Dual Stream	Monday	-97.1036	49.908013	Intersection of watt and tweed, southeast radii of intersection
77	Dual Stream	Monday	-97.1039	49.908276	Intersection of watt and tweed, northwest radii of intersection
78	Dual Stream	Monday	-97.1036	49.927383	20m east of intersection of Henderson and Kimberly, south walk on Kimberly, near bus stop
79	Dual Stream	Monday	-97.1001	49.931552	Intersection of Henderson highway and Greene ave on west walk
80	Take Pride	Monday	-97.117	49.911653	Across the street from parking lot at 145 Henderson, at bus stop #40443, west walk at Henderson
81	OMG	Monday	-97.0914	49.923468	Intersection of watt and Kimberly, Northwest radii of intersection
82	OMG	Monday	-97.0797	49.951428	1700 Henderson highway by bus stop on west walk
83	OMG	Monday	-97.0857	49.945589	1433 Henderson highway on the east walk near entrance to cibe
84	OMG	Monday	-97.085	49.946378	Intersection of whellams ln and Henderson highway north east radius at bus stop #711
85	OMG	Monday	-97.0841	49.947944	Intersection of Henderson highway and chief peguis trail on north west radius next to bus stop #704
86	OMG	Monday	-97.0994	49.932758	898 Henderson highway on west walk next to bus stop #40424
87	OMG	Monday	-97.1167	49.91158	Infront of parking lot at 145 Henderson, east walk at Henderson, bus stop #40681
88	OMG	Monday	-97.1146	49.914967	Right outside 247 Henderson, east walk on Henderson, bus stop #40907
89	OMG	Monday	-97.1145	49.914948	Intersection of Henderson and cobourg, south walk on cobourg
90	OMG	Monday	-97.1044	49.926897	Intersection of Henderson and Bronx, north east radii of intersection
91	OMG	Monday	-97.1038	49.92761	Intersection of Henderson and Kimberly, east walk on Henderson
92	OMG	Monday	-97.0938	49.93712	1074 Henderson highway on west walk next to bus stop #40421
93	OMG	Monday	-97.0708	49.929401	North west radius of gateway and McLeod
94	OMG	Monday	-97.0707	49.929131	South east radius of McLeod and gateway
95	OMG	Monday	-97.0711	49.929295	South west radius of McLeod and gateway
96	OMG	Monday	-97.0631	49.935621	South west radius of Springfield and gateway
97	OMG	Monday	-97.0628	49.935789	North west radius of Springfield and gateway
98	OMG	Monday	-97.0741	49.899417	75m east of 1145 Nairn (chateau lanes) north walk on nairn
99	OMG	Monday	-97.0914	49.923478	North west radius of Kimberly ave and watt st next to bus stop #40494
100	OMG	Monday	-97.0823	49.920448	North west radius of Kimberley and gateway

101	OMG	Monday	-97.0889	49.914842	North east radius of gateway and munroe
102	OMG	Monday	-97.0892	49.914946	North west radius of munroe ave and gateway Rd
103	OMG	Monday	-97.0894	49.914783	South west radius of munroe ave and gateway Rd
104	OMG	Monday	-97.0684	49.90311	South east radius of reenders dr and planet Rd next to bus stop #40645
105	OMG	Monday	-97.0824	49.919925	50 m south of Kimberly and gateway intersection on east walk next to bus stop #40351
106	OMG	Monday	-97.0825	49.920316	South west radius of Kimberley and gateway
107	OMG	Monday	-97.0822	49.949459	1590 Henderson highway on west walk next to bus shelter
108	OMG	Monday	-97.0674	49.960908	2157 Henderson highway (west side of the street next to bus shelter)
109	OMG	Monday	-97.0694	49.928769	East of entrance to super store on McLeod on south walk
110	OMG	Monday	-97.0798	49.900039	Intersection of Nairn and keenleyside, southeast radii of intersection
111	OMG	Monday	-97.0966	49.934932	979 Henderson highway on west walk next to bus stop #40423
112	OMG	Monday	-97.0937	49.936684	South east radius of Henderson highway and rowandale ave at bus stop #40387
113	OMG	Monday	-97.0897	49.941731	1276 Henderson highway on west walk next to bus stop #40418
114	Take Pride	Monday	-97.092	49.938634	1145 Henderson highway on east walk next to bus stop #40388
115	Dual Stream	Thursday	-97.0638	49.89714	40m east of intersection of regent and stapon, south walk on regent
116	Dual Stream	Thursday	-96.9694	49.90078	NW corner Kildare Ave E and McMeans St, bus stop #40637, in front of Macs Convenience
117	Dual Stream	Thursday	-96.9887	49.90098	NE corner Kildare Ave E and Wayoata St, bus stop #40034
118	Dual Stream	Thursday	-96.9893	49.89516	NW corner of Regent Ave E. and Wayoata St, bus stop #40036
119	Dual Stream	Thursday	-96.9792	49.90087	NE corner Kildare Ave E and Redonda, bus stop #40007
120	Dual Stream	Thursday	-96.9832	49.90089	In front of 699 Kildare Ave E, bus stop #40022
121	Dual Stream	Thursday	-96.9785	49.89397	Transit loop, Redonda and Pandora, stop #40717
122	Dual Stream	Thursday	-96.9801	49.89606	WB NW corner Victoria Ave E. at Brelade St., bus stop #40016
123	Big Belly Solar	Thursday	-97.0039	49.89519	Infront of 117 regent, north walk on regent
124	Dual Stream	Thursday	-97.0037	49.89601	Across 110 Victoria, north walk on Victoria
125	Dual Stream	Thursday	-97.0056	49.89499	Intersection of regent and bond, southwest radii of intersection
126	Dual Stream	Thursday	-97.0048	49.89517	Across 130 regent, north walk on regent
127	Dual Stream	Thursday	-97.0257	49.89557	35m north of intersection of regent and plessis, west walk on plessis
128	Dual Stream	Thursday	-97.0372	49.89499	Across 1201 regent (carvista) south walk on regent
129	Dual Stream	Thursday	-97.0248	49.89499	Infront of 730 regent, south walk on regent
130	Dual Stream	Thursday	-97.0404	49.89495	Infront of 1364 regent (birch wood Kia) south walk on regent
131	Dual Stream	Thursday	-97.0394	49.89504	Infront of 1310 regent (Volkswagon pre-owned super centre) south walk on regent
132	Dual Stream	Thursday	-97.028	49.8954	Infront of 827 regent (fountain tire) north walk on regent
133	Dual Stream	Thursday	-97.0596	49.89679	Across 1536 regent (credit union) north walk on regent
134	Dual Stream	Thursday	-97.0516	49.8951	Across 1489 regent (Tim hortons) south walk on regent
135	Dual Stream	Thursday	-97.045	49.89552	30m east of 1431 regent, north walk on regent Infront of casino
136	Dual Stream	Thursday	-97.0389	49.89556	Infront of 1341 regent (u-haul) north walk on regent

137	Dual Stream	Thursday	-97.0618	49.89723	Infront of 1555 regent (shoppers drug mart) north walk on regent
138	Dual Stream	Thursday	-97.0028	49.89514	Intersection of regent and day, northwest radii of intersection
139	Dual Stream	Thursday	-97.0251	49.89533	Intersection of regent and plessis, northeast radii of intersection near bus stop #40120
140	Dual Stream	Thursday	-97.0028	49.89595	Intersection of Victoria and day, northwest walk of intersection.
141	Dual Stream	Thursday	-97.0047	49.89496	Infront of 130 regent, south walk on regent
142	Dual Stream	Thursday	-97.0038	49.89489	Infront of 114 regent, south walk on regent
143	Dual Stream	Thursday	-97.0024	49.89598	Intersection of day and Victoria, northeast radii of intersection
144	Dual Stream	Thursday	-96.9978	49.90066	SE corner Kildare Ave E and Wabasha St, bus stop #40047
145	Dual Stream	Thursday	-97.0023	49.89523	Intersection of regent and day, northeast radii of intersection.
146	Dual Stream	Thursday	-97.0157	49.89498	Infront of 448 regent, south walk on regent
147	Dual Stream	Thursday	-97.0123	49.89526	Intersection of regent and Madeline, north walk on regent near bus stop #40092
148	OMG	Thursday	-97.0251	49.89625	15m north of intersection of Victoria and plessis, east walk on plessis
149	OMG	Thursday	-97.0167	49.89527	Outside of 501 regent, north walk on regent
150	OMG	Thursday	-97.0422	49.89548	Intersection of regent and Owen, northwest radii of intersection
151	OMG	Thursday	-97.0619	49.89679	Across 1555 regent (shoppers drug mart) south walk on regent
152	OMG	Thursday	-97.0583	49.89617	10m west of Intersection of regent and rougeau, south walk on regent
153	OMG	Thursday	-97.0551	49.89556	10m west of intersection of regent and peguis, south walk on regent
154	OMG	Thursday	-97.0516	49.89555	Infront of 1489 regent (Tim hortons) north walk on regent
155	OMG	Thursday	-97.046	49.89506	20m east of intersection of regent and starlight, south walk on regent
156	OMG	Thursday	-97.0257	49.89582	50m north of intersection of regent and plessis, west walk on plessis
157	OMG	Thursday	-97.064	49.89766	Intersection of stapon and regent, northeast radii of intersection
158	OMG	Thursday	-97.0251	49.90092	Intersection of plessis and Kildare, northeast radii of intersection
159	OMG	Thursday	-97.0256	49.90269	150m south of intersection of plessis and kildonan meadow dr, west walk on plessis near transcona trail
160	OMG	Thursday	-97.0084	49.89522	Infront of 303 regent, north walk on regent
161	OMG	Thursday	-97.0546	49.89598	Intersection of regent and peguis, north walk on regent
162	OMG	Thursday	-97.0213	49.89534	Across 622 regent, north walk on regent
163	OMG	Thursday	-97.0079	49.89499	Intersection of regent an Winona, southeast radii of intersection
164	OMG	Thursday	-97.0028	49.89493	Intersection of regent and day, southwest radii of intersection
165	OMG	Thursday	-97.0024	49.89496	Intersection Of regent and day southeast radii of intersection.
166	Dual Stream	Friday	-97.117671	49.88438	237 Bertrand st on north walk by Marion grocery
167	Dual Stream	Friday	-97.105132	49.856428	SW corner St Anne's Rd and Kingswood Ave in front of Penners Auto Service
168	Dual Stream	Friday	-97.121007	49.892644	Intersection of aulneau and provencher, north walk on provencher
169	OMG	Friday	-97.110874	49.8639	Intersection of st.marya and st.annes, east walk on st.marys, west walk on st.annes
170	Dual Stream	Friday	-97.115622	49.893542	Infront of 306 provencher, south walk on provencher

171	Dual Stream	Friday	-97.107125	49.859467	NE corner St Anne's Rd and Bank Ave, bus stop #50544
172	Dual Stream	Friday	-97.10816	49.860479	NE corner St Anne's Rd and Victory Pl bus stop #50545
173	Dual Stream	Friday	-97.108834	49.861814	SW corner St Anne's Rd and Imperial Ave, bus stop #50547
174	Dual Stream	Friday	-97.136814	49.853287	465 Kingston crest across the st by park
175	Dual Stream	Friday	-97.110617	49.866414	Infront of 539 st.marys, east walk on st.marys
176	Dual Stream	Friday	-97.137549	49.853	457 Kingston crest across the st by park
177	Dual Stream	Friday	-97.137757	49.853443	319 Kingston crest (across the st by the park)
178	Dual Stream	Friday	-97.110521	49.877881	30 m north of debuc st and des morons st on the west walk by bus stop 10230
179	Dual Stream	Friday	-97.139808	49.852101	433 Kingston crest at riverdale ave intersection
180	Dual Stream	Friday	-97.11972	49.893031	Infront of 233 provencher, north walk on provencher
181	Dual Stream	Friday	-97.11884	49.89263	Intersection of provencher and Langevin, southeast radii of intersection
182	Dual Stream	Friday	-97.111266	49.894621	Across 401 provencher, south walk on provencher
183	Dual Stream	Friday	-97.123175	49.88121	Intersection of tache and Marion, southeast radii of intersection
184	Dual Stream	Friday	-97.083392	49.871116	Across 840 Elizabeth, north walk on Elizabeth
185	Dual Stream	Friday	-97.082791	49.881984	North west radius of Marion st and Dawson Rd n by bus stop #50027
186	Dual Stream	Friday	-97.114506	49.894234	Infront of 339 provencher, north walk on provencher
187	Dual Stream	Friday	-97.110675	49.877381	30 m west of des meurons st and debuc st on south walk next to bus stop 50229
188	Dual Stream	Friday	-97.081289	49.87113	Across 884 Elizabeth, north walk on Elizabeth
189	Dual Stream	Friday	-97.110786	49.882865	North east radius of goulet st and des mourons st next to bus stop 50248
190	Dual Stream	Friday	-97.119355	49.87569	Intersection of highfield and st.marys, south walk on st.marys
191	Dual Stream	Friday	-97.119699	49.876053	Intersection of Kenny and st.marys, northeast radii of intersection
192	Dual Stream	Friday	-97.12208	49.877062	Intersection of enfield and st.marys, north walk on st.marys
193	Dual Stream	Friday	-97.122939	49.876993	Intersection of st.marys and tache, south walk on st.marys
194	Dual Stream	Friday	-97.102616	49.882107	30 m west of Marion ave and dufresne ave on north walk next to bus stop 50261
195	Dual Stream	Friday	-97.099771	49.882037	50 m west of archibald st and Marion st on north walk next to bus stop #50621
196	Dual Stream	Friday	-97.124562	49.854236	Kingston row terminal (exit ramp to Osborne st)
197	Dual Stream	Friday	-97.107915	49.881893	Marion ave and youville st intersection on south walk
198	Dual Stream	Friday	-97.111984	49.856216	Intersection of st.marys and regal, southeast radii of intersection
199	Dual Stream	Friday	-97.110745	49.864868	Intersection of st.marys and dunraven, northeast radii of intersection
200	Dual Stream	Friday	-97.110627	49.865743	Intersection of st.marys and harrowby, northeast radii of intersection
201	Dual Stream	Friday	-97.125354	49.881851	77 goulet st on north walk (by McDonalds)
202	Dual Stream	Friday	-97.120679	49.881476	South west radius of Marion st and Kenny st next to bus stop 50255
203	Dual Stream	Friday	-97.111019	49.865905	10m north of 554 st.marys, west walk on st.marys
204	Dual Stream	Friday	-97.120156	49.881604	North east radius of Marion st and Kenny st
205	Dual Stream	Friday	-97.126934	49.88118	3 st Mary's Rd next to bus stop 50253
206	Big Belly Solar	Friday	-97.110693	49.864229	SE corner St Anne's Rd and St Mary's Rd, bus stop #50284

207	Dual Stream	Friday	-97.120106	49.89234	Outside 222 provencher, south walk on provencher
208	Dual Stream	Friday	-97.123625	49.89198	Infront of 155 provencher, north walk on provencher
209	Dual Stream	Friday	-97.110622	49.866573	Intersection of st.marys and ellesmere, northeast radii of intersection
210	Dual Stream	Friday	-97.12326	49.881598	30m north of intersection of tache and marion, east walk on tache
211	Dual Stream	Friday	-97.113948	49.893929	60m west of intersection of provencher and des meuron, south walk on provencher
212	Dual Stream	Friday	-97.11103	49.866673	10m north of intersection of st.marys and ellesmere, west walk on st.marys
213	Dual Stream	Friday	-97.1106	49.867479	Intersection of st.marys and Essex, northeast radii of intersection
214	Dual Stream	Friday	-97.122488	49.891745	Intersection of st.joseph and provencher, south walk on provencher
215	Dual Stream	Friday	-97.124248	49.891275	20m east of intersection of provencher and tache, south walk on provencher
216	Dual Stream	Friday	-97.093091	49.871545	Infront of 908 archibald, east walk on archibald
217	Dual Stream	Friday	-97.116882	49.874269	50m east of intersection of st.marys and coniston, south walk on st.marys
218	Dual Stream	Friday	-97.117794	49.874908	Intersection of st.marys and niverville, south walk on st.marys
219	Dual Stream	Friday	-97.124763	49.891248	Intersection of tache and provencher, southeast radii of intersection
220	Dual Stream	Friday	-97.124999	49.891566	Intersection of provencher and tache, northeast radii of intersection
221	Dual Stream	Friday	-97.108991	49.895657	Infront of 449 provencher, north walk on provencher
222	Dual Stream	Friday	-97.123711	49.881501	Intersection of tache an Marion, northwest radii of intersection
223	Dual Stream	Friday	-97.123518	49.891441	Across 106-147 provencher, south walk on provencher
224	Dual Stream	Friday	-97.116823	49.893667	Infront of 293 provencher, north walk on provencher
225	Dual Stream	Friday	-97.090688	49.871061	Infront of 639 Elizabeth, north walk on Elizabeth
226	Dual Stream	Friday	-97.120836	49.892174	Intersection of provencher and aulneau, northwest radii of intersection
227	Dual Stream	Friday	-97.122252	49.892326	Intersection of st.joseph and provencher, northeast radii of intersection
228	Dual Stream	Friday	-97.125363	49.89151	Intersection of provencher and tache, northwest radii of intersection
229	Dual Stream	Friday	-97.111094	49.895132	Infront of 407 provencher, north walk on provencher
230	Dual Stream	Friday	-97.099264	49.88241	80m north of Marion ave and archibald st on west walk
231	Dual Stream	Friday	-97.082814	49.881982	Intersection of Marion st and Dawson Rd north side of intersection at bus stop #50027
232	OMG	Friday	-97.106436	49.858753	NE corner St Anne's Rd and Avondale Rd
233	OMG	Friday	-97.106194	49.857914	SW corner St Anne's and Regal Ave, bus stop #50542
234	OMG	Friday	-97.120078	49.850004	SE corner Dunkirk Dr and Fermor Ave, bus stop #50900
235	OMG	Friday	-97.12002	49.876205	Intersection of Kenny and st.marys, northwest radii of intersection
236	OMG	Friday	-97.126908	49.879427	Intersection of ferndale and st.marys, west walk on st.marys
237	OMG	Friday	-97.103824	49.855565	NE corner St Anne's Rd and Fermor Ave
238	OMG	Friday	-97.104247	49.855321	NW corner St Anne's Rd and Fermor Ave bus stop #50539
239	OMG	Friday	-97.111507	49.862935	Infront of 604 st.marys, west walk on st.marys
240	OMG	Friday	-97.112108	49.859639	10m south of intersection of st.marys and Kingston row, west walk on st.marys
241	OMG	Friday	-97.112204	49.855029	Infront of 734 st.marys (7-11), west walk on st.marys

242	OMG	Friday	-97.112113	49.852691	Intersection of st.marys and fermour, northwest radii of intersection
243	OMG	Friday	-97.12325	49.882411	North east radius of goulet st and tache dr
244	OMG	Friday	-97.120596	49.882533	North west radius of goulet st and Kenny st
245	OMG	Friday	-97.120641	49.882356	South west radius of goulet st and Kenny st
246	OMG	Friday	-97.110795	49.863894	SW corner St Anne's Rd and St Mary's Rd, bus stop #50550
247	OMG	Friday	-97.110708	49.869173	Infront of 475 st.marys, east walk on st.marys
248	OMG	Friday	-97.127531	49.880948	10m south of intersection of st.marys an Marion east walk on st.marys
249	OMG	Friday	-97.126579	49.881511	41 Marion st on north walk next to bus stop 50206
250	OMG	Friday	-97.126007	49.879289	Intersection of Eugene and st.marys, east walk on st.marys
251	OMG	Friday	-97.128561	49.881335	Intersection of poulin and Lilian, northeast radii of intersection
252	OMG	Friday	-97.128432	49.88186	15m north of intersection of st.marys and goulet, east walk on st.marys
253	Take Pride	Friday	-97.128732	49.88204	50m north of intersection of goulet and st.marys, east walk on st.marys
254	OMG	Friday	-97.111732	49.852892	Intersection of st.marys and fermour, northeast radii of intersection
TOTAL RECEPTACLES = 254					

APPENDIX B – OMG RECEPTACLE



APPENDIX C – “TAKE PRIDE” RECEPTACLE



APPENDIX D – BIG BELLY RECEPTACLE



APPENDIX E – CBCRA GARBAGE AND RECYCLING RECEPTACLE



APPENDIX F – EQUIPMENT LIGHTING AND VISIBILITY REQUIREMENTS

Equipment Lighting and Visibility Requirements

Purpose

- To help ensure that adequate warning of work vehicles and equipment is provided to motorists, pedestrians and workers, in and adjacent to construction and maintenance work zones.
- To ensure high visibility lighting is adequate and consistent for all vehicles engaged in work activities for the City of Winnipeg's Public Works Department.

Scope

All vehicles and powered mobile equipment must be equipped with a consistent level of High Visibility Lighting(HVL) to ensure they are visible to motorists, pedestrians and workers. The risk level of equipment/vehicles determines the level of equipment lighting/visibility required. These risk levels are based upon work location and type, travel and working speeds, environmental conditions and applicable regulatory requirements, including but not limited to, the Highway Traffic Act.

This document is designed to assist with the purchase and placement of High Visibility Lighting and establishes the minimum specifications of High Visibility Lighting necessary to operate vehicles/equipment for or with the City of Winnipeg's Public Works Department, with the intent that all applicable Regulations are met or exceeded.

Hazard Categories and explanations for the different classes of equipment are included in the following pages, along with some practical examples. There are many different pieces of equipment that are not listed due to the variety of equipment involved, however, reference to general equipment types/classes are included to assist in ensuring that the equipment engaged is highly visible and meets the minimum requirements described in this document. Four Hazard categories are described in this document, with Level 1 having the highest risk to Level 4 having the lowest risk.

High Visibility Lighting is critical for the visibility of the equipment on the road and in work areas. With recent technological advances, the preferred High Visibility Lighting(HVL) for today's vehicles is becoming LED lighting, however other types will also meet these minimum HVL requirements. These LED lights can be extremely bright with a typically lower current draw on the vehicles electrical system, and can be more dependable and durable.

Be reminded that this document identifies minimum High Visibility Lighting(HVL) requirements, and vehicles/equipment can be equipped with additional High Visibility Lighting if a user wishes, providing the additional level of lighting does not create a hazard to motorists, pedestrians and workers, in and adjacent to construction and maintenance work zones.

With the exception of mobile machinery, valid permits for displaying beacons may be required to be in the vehicle at all times (see Appendices for additional information)..

All City of Winnipeg or contractor supplied equipment and vehicles must meet the minimum High Visibility Lighting requirements identified.

Hazard Categories

Minimum visibility requirements and risk levels are as follows:

Level 1 – Highest Risk

- Equipment that falls under Level 1 includes, but is not limited to, units that operate against the flow of traffic, or which work on the roadway centerline such as:
 - Pavement Marking Truck
 - Water Truck (Figure 1.0)
 - Road Patcher
- Equipment Visibility **Must** include the following:
 - 360° visibility amber beacon/strobe light or equivalent
 - Approved flashing or sequential arrow traffic control device(Figure 1.2)
 - 4-way hazard lights
 - Retro-reflective striping

Figure 1.0



Figure 1.1



Figure 1.0 and 1.1: Tanker equipped with 4 beacons, retro-reflective striping and combined directional lighting/caution signage.

Figure 1.2



Figure 1.3



Figure 1.2 and 1.3: Roadpatcher with directional lighting and informational sign (note front and rear mounted beacon lights)

Hazard Categories (continued)

Level 2

- Equipment that falls under Level 2 includes, but is not limited to, equipment that may work during periods of low visibility such as:
 - Sander
 - Truck Plow (greater than 1 ton)
 - Motor Grader
 - Tow Truck
- Equipment Visibility **Must** include:
 - 360° visibility amber beacon/strobe light or equivalent
 - 4-way hazard lights
 - Two strobe lights for the rear-facing warning lights
 - Retroreflective striping
- Additional lighting/signing is required on units being used for specific tasks, such as pilot vehicles, and shadow/buffer vehicles, etc (Appendix I). All equipment/vehicles used for snowplowing operations will be equipped with two strobe lights for the rear-facing warning lights for increased visibility(Appendix III)

Figure 2.0



NOTE - Blue beacons or strobes can **only** be used during Winter snow removal operations and must be removed or de-energized when the vehicle is not being used in snow removal operations (Figure 2.1 and 2.2)

NOTE - Vehicles typically traveling at a speed less than 40 kilometers per hour **must** be equipped with a slow moving vehicle sign indicating that it is a slow moving vehicle in compliance with the Highway Traffic Act. (See Appendix I)

Figure 2.0: Articulating Loader with roof mounted dual function, amber/blue LED beacon.

Figure 2.1



Figure 2.2

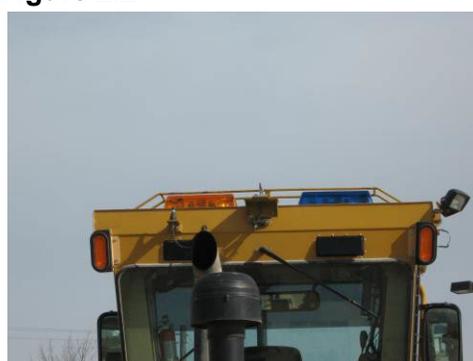


Figure 2.1 and 2.2: Motor Grader with roof mounted dual rotating halogen beacons, slow moving vehicle sign, and caution signage.

Hazard Categories (continued)

Level 3

- Equipment that falls under Level 3 includes, but is not limited to, equipment and passenger vehicles that may be used to enter construction or work zones, examples are:
 - Cars, Vans (excludes those used solely for administrative purposes)
 - Foreman's Trucks (Figure 3.0 and 3.1)
 - Out-front Lawnmowers
 - Skid Steer Loaders
 - Cement Trucks
- Equipment Visibility **Must** include
 - 360° visibility amber beacon light or equivalent
 - 4-way hazard lights



Figure 3.0



Figure 3.1



Figure 3.2



Figure 3.3

Smaller beacons (Figure 3.3) **or equivalent** such as a 360° LED strobe light may be used on the smaller units (i.e. All terrain vehicles, skid steers or out front mowers, etc)

NOTE - Vehicles typically traveling at a speed less than 40 kilometers per hour **must** be equipped with a slow moving vehicle sign (Figure 3.3) indicating that it is a slow moving vehicle in compliance with the Highway Traffic Act. (See Appendix I)

Hazard Categories (continued)

Level 4

- Equipment that falls under Level 4 includes, but is not limited to, units that are not self-propelled (trailers and equipment) and are normally working in a signed or flagged work zone and are attached to other units equipped with beacons, these may include
 - Caboose (work trailer)
 - Compressor
 - Tar Kettle
- Equipment Visibility **Must** include
 - Retro-reflective striping visible on all sides including the trailer tongue
- Towed units that obstruct the towing vehicles tail lights **must** be equipped with tail lights/signal lights as per the Highway Traffic Act. Directional Lighting may be added (Figure 4.2).
- Trailers and attachments not designed to be towed over 40 kilometers per hour **MUST** display a slow moving vehicle sign (Figure 4.3). Especially important when the attachment obscures the towing equipment's slow moving vehicle sign (Appendix I).



Figure 4.0



Figure 4.1



Figure 4.2



Figure 4.3

Lighting/Mounting Locations and Standards

Daytime Running Lights

All vehicles with a Risk Level of 1 to 3 must maintain daytime running lights that comply with the *Motor Vehicle Safety Act* (Canada). (See Appendix I)

Beacons

Mounted in such a way that 360° visibility is achieved. If this is not possible with one beacon, additional beacons must be added to achieve 360° visibility. If this is not possible with a beacon alone then supplemental lighting must be used. This supplemental lighting may include additional beacons and/or strobes until 360° visibility is effectively achieved (See Appendix II)

- Protective cages enclosing the beacons are recommended but not required, provided they do not impede the efficiency of the beacon or alter the structural integrity of the vehicle

Minimum Requirement for Beacons/Strobes

- For all new installations lighting equipment must meet or exceed **SAE J845 Class 2(2007)**
Or
- Previously installed equipment lighting must meet or exceed **SAE J1318 Class 2**

An LED beacon or equivalent is recommended for all new installations(LED recommended due to the dependability and high visibility). They must be able to either rotate, oscillate, pulsate, flash or light intermittently. They must be clearly distinguishable by an approaching motorist at a distance of at least 500 metres (0.5 km) on a bright sunny day.

Reflective Striping (Conspicuity Tape)

Mounted on all sides of the vehicle that faces the flow of traffic and where the vehicle width is 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more (See Appendix II). All trailers must have retro-reflective tape on all sides.

Requirements of Flashing or Sequential Arrow Traffic Control Devices

The Manual of Temporary Traffic Control (MTTC, 2011 edition) references traffic control devices, see Vehicle Mounted Flashing or Sequential Arrow Traffic Control Device for correct use of Directional lighting. A copy of the MTTC can be purchased for a nominal fee at Public Works Customer Service, front desk at 1155 Pacific Avenue Winnipeg, MB. or a copy can be printed from the following link: http://winnipeg.ca/publicworks/InformationAndResources/TrafficControl/manual_of_temp_traffic_control.asp

Special Mobile Machines

A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in snow removal operations shall be equipped with one or more lamps. (Appendix I) Vehicles, up to and including 1 ton trucks, used in snow clearing operations will not be required to be equipped with rear facing strobe lights. These vehicles do require 360° HVL. **Light fleet vehicles (up to 1 tons) engaged in truck plowing in parking lots and Park roadways must not display Blue Beacons.**

Compliance Schedule

All City of Winnipeg vehicles and equipment as well as equipment supplied by organizations under contract with the City of Winnipeg's Public Works Department must meet the Equipment Lighting/Visibility requirements as outlined in this document.

Cement Mixers are new additions and have a compliance date of: October 1, 2012

Appendix I – Excerpts from The Highway Traffic Act

MINIMUM LIGHTING EQUIPMENT REQUIRED

Lighting equipment of vehicles

35(1) Except as otherwise provided in this Act, every vehicle shall, at all times while it is upon a highway, be equipped with lamps and other equipment in good working order as in this section provided, namely:

(n) Every motor vehicle manufactured on or after December 1, 1989, other than a motorcycle or moped, shall carry daytime running lights that comply with the standards prescribed for such lights by the regulations made under the *Motor Vehicle Safety Act* (Canada), and any motor vehicle manufactured before that date, other than a motorcycle or moped, may carry daytime running lights that comply with the standards approved for such lights by the Canadian Standards Association.

Lamps on repair and escort motor vehicles (Figure A1)

35(15) Notwithstanding subsection 38(1), a motor vehicle that is used

- (a) by a repairer or a person engaged in the business of towing vehicles, or in connection with the repair or removal of damaged or disabled vehicles; or
- (b) to escort oversized vehicles or loads as required by a permit issued therefore under the regulations;

shall be equipped with at least one lamp on its top that is capable of emitting an amber or a yellow light and that has a flashing or oscillating beam clearly visible under normal atmospheric conditions, when illuminated, from all directions for a distance of 150 metres, and, where the motor vehicle is being operated on a highway at a speed in excess of 80 kilometres an hour, clearly visible under normal atmospheric conditions, when illuminated, from all directions for a distance of one kilometre.

Figure A1



Directional Arrows and beacon/strobe for increased visibility, used as a blocking/shadowing vehicle

Appendix I – Excerpts from The Highway Traffic Act (continued)

Lamps on special mobile vehicles (Figure A2)

35(16) A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in snow removal operations shall be equipped with one or more lamps

- (a) which, if there is only one, shall show a blue or amber light; and
- (b) some of which, if there are two or more, shall show a blue light and some of which shall show an amber light;

and the lamps, in either case, shall have a flashing or oscillating beam and shall be of such size, candle power, and design as may be approved by the traffic board.

Figure A2



Motor Grader with Dual Rotating Strobe lights, where blue is active **only** during Winter snow removal

Lamps on special government or municipal vehicles

35(17) A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in the maintenance or construction of roads or the collection of refuse may be equipped with a lamp or lamps which show an amber light, and the lamp or lamps shall have a flashing or oscillating beam and shall be of such size, candle power, and design as may be approved by the traffic board.

Special permits

37(6) A motor vehicle may be equipped with lighting equipment prohibited under subsection 38(1) if the owner thereof has, upon written application, obtained from the registrar a permit for the purpose specifying the lighting equipment authorized thereby, and stating the conditions, if any, under which it may be used; but the registrar may issue the permit only if, in his absolute discretion, he is satisfied

- (a) that the circumstances in which the lighting equipment applied for is required are of such a special and unusual character that it is not in the public interest to refuse to issue the permit; and
- (b) that the owner of the vehicle will use the lighting equipment, or cause it to be used, with due regard to the public safety

Appendix I – Excerpts from The Highway Traffic Act (continued)

Prohibited lamps

38(1) Except as otherwise provided in this Act, the regulations or the *Motor Vehicle Safety Act* (Canada), or when authorized by permit under subsection 37(6) or (7), a motor vehicle on a highway shall not be equipped with

- (a) more than five lamps of over four candle power (of which not more than four are headlamps) on the front of, or visible from in front of, the vehicle; or
- (b) any search light or any lamp other than a stationary lamp; or
- (c) any lamp
 - (i) that casts a light of a colour other than white, or
 - (ii) that lights intermittently or in flashes; or
- (d) any lamp casting a light of over four mean spherical candle power unless it is so constructed, arranged, and adjusted, that no portion of the parallel beams of reflected light, when measured 25 metres or more ahead of the lamp, rises above 1.07 metres from the level surface on which the vehicle stands, as those heights are determined while the vehicle is fully loaded.

Lighting Equipment on Certain Vehicles

Certain utility vehicles

38.1(7) A vehicle owned by Manitoba Hydro, The Manitoba Telephone System or The City of Winnipeg that is equipped or designed for overhead wire construction or repair work may be equipped with one or more amber lamps that rotate, oscillate, pulsate, flash or light intermittently.

NOTE- The Highway Traffic Act prohibits any flashing, strobing or rotating lights on a motor vehicle other than signal lights. As such, beacons are prohibited on all motor vehicles in any color with the exception of specialty vehicles. As such, there is an allowance for the registrar to issue permits for having these kinds of lights. Permits can be obtained from Vehicle Standards and Inspection of MPI.

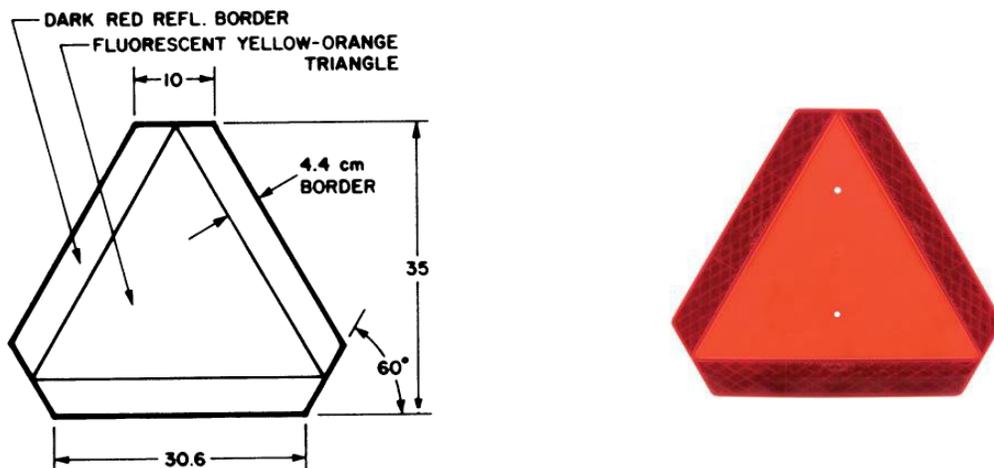
A permit for beacons must be carried in the vehicle at all times. An permit application is found on page 14 of this document.

City of Winnipeg vehicles are not required to carry a permit for beacons but must comply with the standards outlined in this document.

Appendix I – Excerpts from The Highway Traffic Act (continued)

Warning device on slow vehicles

178(1) Subject to subsection (2), no person shall drive or operate on a highway any vehicle travelling at a speed less than 40 kilometers per hour unless there is displayed on the back thereof a reflectorized warning device of a type approved by the traffic board indicating that it is a slow moving vehicle, or the vehicle is permitted to be equipped with, and is equipped with, a lamp that emits an amber light and that lights intermittently or flashes, and the lamp is in operation and the light there from is visible from the rear.



NOTE – Slow Moving Vehicle signs significantly increase rearward equipment visibility and also help to ensure that equipment remains operational during daylight hours in the event that a beacon or other HVL fails. Slow moving vehicles working for/with the City of Winnipeg’s Public Works Department are to be equipped with both HVL and slow moving vehicle signs.

Appendix II

Conspicuity Tape - To be used when the vehicle width is 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more (**See Figure A and B**)



Figure A



Figure B

Motor Vehicle Safety Regulations Conspicuity Systems - Section S5.7 of TSD 108

(21) Notwithstanding section S5.7 of TSD (Technical Standards Document) 108, the color of retro reflective sheeting applied to a vehicle pursuant to paragraphs S5.7.1.4.1(a) and S5.7.1.4.2 of TSD 108 may be white, yellow, white and yellow or white and red, in accordance with the paragraph S5.7.1.2 of TSD 108 or paragraphs 3.1.3, 3.1.2 and 3.1.1 of **SAE Standard J578**. (**See Table 1 and Figures C to H**)

Table 1

Width 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more

DESCRIPTION		MANDATORY REQUIREMENTS						Options
Area	Conspicuity Treatment	DOT Coding	Quantity	Color	Location	Height		
9	Rear Upper Body Markings		Exactly 2 pairs of 300mm long strips	White	On the rear upper corners facing rearward	At the top	Reflex reflectors may not be required if they are replaced in their required location with conspicuity treatment. Optional in Canada: Rear lower body and side conspicuity treatment may also be solid white, solid yellow, or white and yellow.	
10	Bumper Bar Marking	DOT-C DOT-C2 DOT-C3 DOT-C4	Continuous	Red/White	On the rear bumper bar's horizontal element full width - facing rearward	No requirement		
11	Rear Lower Body Marking		Continuous	Red/White <i>(see options)</i>	On the rear full width of the vehicle facing rearward	As horizontal as practicable and as close as practicable to the range of 375 to 1525mm from the ground		
12	Side Marking		(see location)	Red/White <i>(see options)</i>	Each side - facing sideward continuous, or evenly spaced over minimum of 50% of length starts and ends as close to the front and rear of the vehicle as practicable	As horizontal as practicable and as close as practicable to the range of 375 to 1525mm from the ground		
<p>NOTE: The edge of red conspicuity tape shall not be closer than 75 mm to the edge of any amber lamp and the edge of white conspicuity tape shall not be closer than 75 mm to the edge of any lamp</p>								

Appendix II (continued)

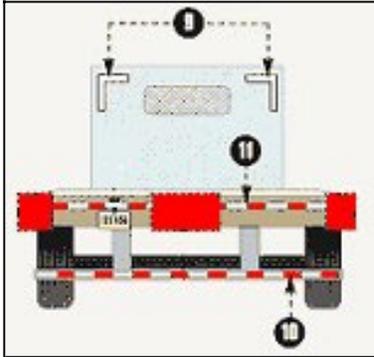


Figure C

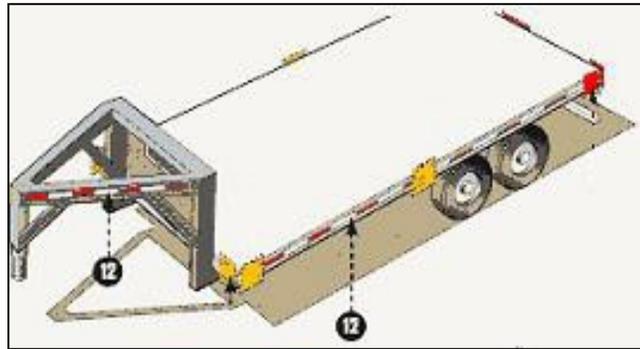


Figure D

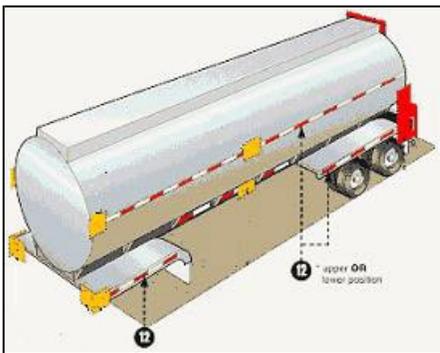


Figure E

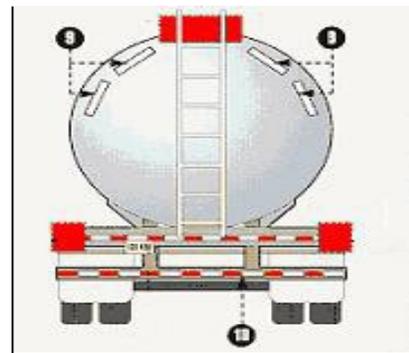


Figure F

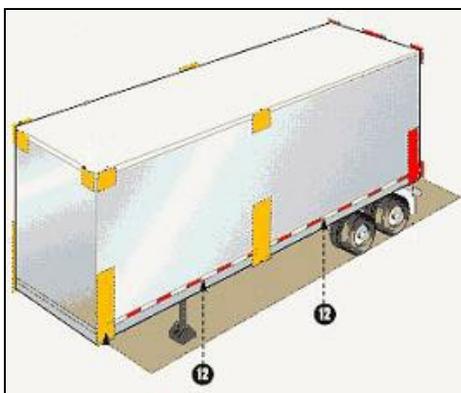


Figure G

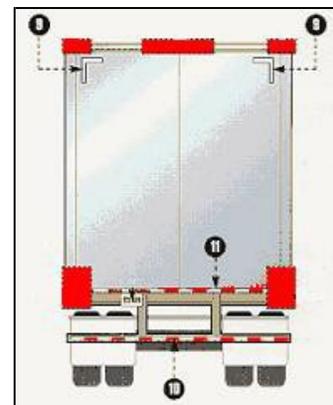


Figure H

Appendix III-Rear Facing Strobes

Strobe lights facing rear

Figure A3-1



Beacon centered on lip of box with protective cage (recommended), providing 360° visibility in combination with strobe lights amber and blue on rear of vehicle (blue - snow removal operations only)

Figure A3-2



Double beacons mounted on lip of box with protective cage (recommended), providing 360° visibility (blue - snow removal operations only) – blue lens and/or beacon to be de-energized for all non snow removal operations

Figure A3



Amber Strobe light at top, with brake/signal/backup light array in side configuration

Figure A3-4

