



THE CITY OF WINNIPEG

TENDER

TENDER NO. 54-2025

**MECHANICAL DUST FREE SWEEPING OF SIDEWALKS AND BOULEVARDS IN
THE NORTH AREA**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Mechanical Dust Free Sweeping Of Sidewalks And Boulevards In The North Area

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 24, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the 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.
- B3.3 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.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 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.
- B4.2 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.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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.

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

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

B9. PRICES

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

B9.1.1 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.

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

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

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 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;
- (e) 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
- (f) 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.

B11.3 In connection with their Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (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 B12.6 and D6).

B12.4 The Bidder shall provide, in their Bid:

B12.5 Further to B12.3(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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

B12.6 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.7 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.

- B12.8 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 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.
- B13.3 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.
- B13.4 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 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 B12(pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.4 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.

B17.4.1 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.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

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.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing 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 mechanical dust free sweeping of sidewalks and boulevards in the North area.
- D2.2 The major components of the Work are as follows:
- (a) Manual and/or mechanical sweeping of debris on sidewalks in a dust free manner and disposal of debris.
 - (b) Mechanical sweeping of debris on boulevards in a dust free manner and disposal of debris.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

- D3.1 When used in this Tender:
- (a) **"Boulevard"** means the area between the street right-of-way and the nearest edge of a roadway and/or the area separating the roadways or a divided highway;
 - (b) **"Cleanup"** means the removal of debris and abrasives by mechanical or other means, including manual scraping and sweeping, where necessary, to fully expose the paved surface and to provide the highest level of cleanliness possible;
 - (c) **"Debris"** means for the purposes of this Contract, shall include all dirt, natural soil, sand, stone, garbage and rubbish;
 - (d) **"Paved"** means surfaced with Portland Cement concrete, asphaltic concrete, paving stone, paving block, or any combination thereof;
 - (e) **"Sidewalk"** means any paved area between the face of the curb at street pavement and the property line, or beyond, as hereinafter specified, and includes private approaches, lane approaches, bus stop pads, splashstrip and any other areas specified in Appendix "B" or elsewhere in the specification;
 - (f) **"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.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Michael Sawchuk
Contracts and Technologist Supervisor
Telephone No. 204 794 4055
Email Address. msawchuk@winnipeg.ca

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D5.2 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.

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

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 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.

D6.1.1 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.

D6.1.2 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.

D7. UNFAIR LABOUR PRACTICES

D7.1 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> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.

- D7.2 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.
- D7.3 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.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 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.
- D7.5.1 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.
- D7.5.2 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 D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 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, Purchasing Division website at
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

- D9.3 Notwithstanding B12.5 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed equipment liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, 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 \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) Property insurance for all contractor's equipment to be used in the connection of the work.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.4 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.
- D10.5 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.
- D10.6 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.

D11. SUBCONTRACTOR LIST

- D11.1 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.

D12. EQUIPMENT LIST

- D12.1 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the Subcontractor list specified in D11;
 - (v) the equipment list specified in D12;
 - (vi) the direct deposit application form specified in D26; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within twenty four (24) hours of receipt of the notice of award.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D13.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 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.

- D16.2 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.
- D16.3 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.
- D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in **Error! Reference source not found.** to D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 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

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D18.1 Further to B12.3, 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 B12.3.

D19. SAFETY

- D19.1 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.
- D19.2 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.
- D19.3 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;
- (g) the Contractor shall be in possession of a current copy of the Manual of Temporary Traffic Control as a condition to award of Contract, Manuals are available from: [2022_Rev1_ManualOfTemporaryTrafficControl.pdf \(winnipeg.ca\)](https://www.winnipeg.ca/2022_Rev1_ManualOfTemporaryTrafficControl.pdf) ;
- (h) the Contractor shall supply all signs, cones, and other temporary traffic control devices necessary for the performance of his duties;
- (i) where "Moving Worksite" alternatives are acceptable, vehicle placement shall conform with the required distance specifications;
- (j) no employee shall occupy the curb lane in performance of his or her duties without protection as required by the applicable situation of the Manual of Temporary Traffic Control or as otherwise directed by the City to enhance safety;
- (k) the Contractor shall ensure that all personnel engaged in cleanup wear and utilize:
 - (i) a disposable respirator with a N-95 classification;
 - (ii) wear a reflectorized safety vest;
 - (iii) wear safety boots;
 - (iv) wear City of Winnipeg Standard Class III apparel when working in low light or night time conditions. Reflective wrist and ankle cuff bands in addition to safety vest can be used to meet this requirement (see Appendix "D").
- (l) failure to meet acceptable safety standards may result in the closure of the Work Site until acceptable safety standards are met.

D20. INSPECTION

- D20.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable them to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D20.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

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.

- D21.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D21.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D21.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D21.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

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) service date(s); and
 - (d) description and quantity of services provided.
- D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

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 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;
- D24.3 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)
- D24.4 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).
- D24.5 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).
- D24.6 Any other information requested by the Contract Administrator.
- D24.7 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) date of delivery;
- (c) delivery address;
- (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 accordance with the following payment schedule:

- (a) Payment will be made on the basis of square metres of Work completed and accepted by the City as free of deficiencies.
- (b) Progress payments will be submitted for processing when approximately fifty percent (50%) of the Work is completed. Subsequent payments will be related to job performance. The final payment will be made within fourteen (14) days of total completion and acceptance of the Work.
- (c) The City will holdback five percent (5%) of Progress Estimates as a damage/clearance deposit. These funds will be released forty (40) days after total completion and acceptance of Work.

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 Purchasing Division 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.
 - (b) 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.
- D29.4.1 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 subcontractors and subconsultants 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.

(See D11)

MECHANICAL DUST FREE SWEEPING OF SIDEWALKS AND BOULEVARDS IN THE NORTH AREA

[illegible]

FORM K: EQUIPMENT
(See D12)

MECHANICAL DUST FREE SWEEPING OF SIDEWALKS AND BOULEVARDS IN THE NORTH AREA

| | |
|-------------------------|-------------------|
| 1. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| 2. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| 3. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |

FORM K: EQUIPMENT
(See D12)

MECHANICAL DUST FREE SWEEPING OF SIDEWALKS AND BOULEVARDS IN THE NORTH AREA

| | |
|--------------------------|-------------------|
| 4. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| 5. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| 6. Category/type: | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |
| Make/Model/Year: _____ | Serial No.: _____ |
| Registered owner: _____ | |

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 | 2025 Spring Sweeping Area |
| APPENDIX B | Typical Sweeping Diagram |
| APPENDIX C | Mechanical Sidewalk Sweeping Inspection Standards |
| APPENDIX D | Worker Visibility |

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|--|
| 1 | 2025 Spring Sidewalk Sweeping Contract Map |
| 2 | 2025 Boulevard Sweeping Contract Map |

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

E2. WORK

E2.1 The Work shall consist of the supply of all labour, materials, tools, equipment and supervision necessary of spring cleanup of sidewalks and boulevards at various locations in the City of Winnipeg in accordance with applicable specifications.

E2.2 At any public or private establishment where a paved apron or filler strip extends beyond the property line, and is not separated by a fence, curb, stone or other barrier, the Contractor shall cleanup such paved area up to a width of one and a half (1.5) metres beyond the property line. Such areas are included in the estimated quantities in Appendix "A".

E2.3 The interiors of Transit shelters are excluded from this Contract.

E2.4 Where large amounts of mud have accumulated on a sidewalk as a direct result of water main breaks and/or repairs, the City will endeavour to remove excess amounts in advance of sidewalk sweeping as may be reasonably attained using a front end loader or similar devices subject to

E2.5 The sidewalks and boulevards included in this Contract are identified in Appendix "A".

E2.6 If, after a successful cleanup, adverse weather results in the requirement of another cleanup operation, the Contractor shall repeat cleanup as instructed by the Contract Administrator. Payment will be at the same unit price as initial cleanup.

E2.7 Commencement will be at the direction of the Contract Administrator subject to suitable weather conditions.

E2.8 Where overnight temperatures are not favourable for night time operations, the City, at its sole discretion, may require Work to proceed during the daytime until temperatures improve.

E2.9 The Contractor shall establish a suitable routing system designed to provide reasonable continuity and expediency in completing Work on a street by street bases. The routing shall take into consideration any priorities designated by the City. The Contractor shall submit the routing system and schedule at least twenty four (24) hours prior to starting the Work so that the City can co-ordinate street sweeping activities.

E2.10 In designing a routing system, the Contractor shall take into consideration the need for a contingency plan in the event that conditions (i.e. temporary inaccessibility or residual ice, etc.) may temporarily render a limited portion or one complete side of a street unsuitable for sweeping until a later date. The contingency plan shall provide for that portion affected to be swept at the earliest possible date.

E2.11 The Contractor shall accommodate reasonable alternations in the routine or scheduling that the City may deem necessary or desirable due to unforeseen circumstances and consideration for the public. The Contractor shall submit his routing system to the City for review at the earliest possible date after the pre-commencement meeting, and prior to the commencement of Work.

The following sidewalks shall be swept first.

- (a) Sherbrook St (William Ave – McDermot Ave)
- (b) McDermot Ave (Sherbrook St – Tecumseh)
- (c) William Ave (Sherbrook St – Tecumseh St)
- (d) Pioneer Ave (Main St – Waterfront Dr)
- (e) William Stephenson Way (Main St – Waterfront Dr)
- (f) Provencher Bridge (Waterfront Dr – Tache Ave)
- (g) Esplanade Riel (Waterfront Dr – Tache Ave)
- (h) York Ave (Main St – Waterfront Dr)
- (i) Waterfront Dr (York Ave – William Stephenson Way)

E2.12 All Work is to be completed within twenty (20) Working Days from the start-up date except as follows:

- (a) Adjustments made for inclement weather; or
- (b) Other extensions as may be granted by the Contract Administrator.

E2.13 The Contractor may Work at any time of the day or night except as follows;

- (a) Within one (1) block in any direction from a schoolyard or hospital, cleanup shall not take place between 08:00 hours and 16:00 hours, Monday to Friday, inclusive, without a specific waiver from the Contract Administrator.

E2.14 The Contractor shall not occupy the curb lane from 07:00 to 09:00 hours and 15:00 to 18:00 hours where posted.

E3. CLEAN UP

E3.1 The Contractor shall manually sweep around poles, light standards, hydrants, around and under benches, mail boxes, newspaper stands and in front of buildings to provide a high level of cleanliness.

E3.2 The City will be the sole judge of the quality standard relating to the level of cleanliness, as per Appendix "C".

E3.3 The Contractor shall not sweep or scrape material off the sidewalks and into gutters. The Contractor shall immediately remove any materials inadvertently left in the gutters as the result of either manual sweeping or machine dumping operations.

E3.4 Where the Contractor elects to mechanically pre-scape full width sidewalks, mechanical scraping shall not take place within 0.3 metres of the face of curb to prevent excessive amounts of material being deposited in the gutter. The Contractor shall give notice to the Contract Administrator of the time and location of the pre-scape operation.

E3.5 The Contractor shall remove all materials from the gutter at the sidewalk ends to the satisfaction of the Contract Administrator.

E3.6 All dirt, garbage or rubbish collected during a shift shall be disposed of by the end of the shift. Streets utilized for temporary storage of materials must be signed in strict conformance with the City of Winnipeg Manual of Temporary Traffic Control and shall not be left overnight. Non-conformance may result in removal by the City at the Contractor's cost. It is mandatory that the Contractor shall dispose of accumulated materials at Summit Rd Landfill site.

E3.7 Further to E3.6, the Contractor may, with the approval of the Contract Administrator, temporarily stockpile the material on private property. The Contractor shall then haul this material to Summit Rd Landfill. Additional cost incurred by the Contractor for hauling the material to the alternate location will not be considered by the City.

E4. CONTRACTOR'S RESPONSIBILITIES

E4.1 The Contractor shall become familiar with the locations, extent and purpose of the proposed Work, and shall determine the actual conditions and requirements of the Work.

E4.1.1 Where the Contractor finds an existing situation as noted in E2.4 he shall notify the Contract Administrator and allow a minimum of forty-eight (48) hours in his work schedule for the City to rectify such a condition.

E4.2 The Contractor shall have a qualified supervisor on duty at all times with each crew. This individual may be a working member of the crew; however, he/she must have full authority to direct other personnel and shall be responsible for the quality of Work, safety procedures and adherence to all regulations pertaining to the performance of the Contract.

E5. EQUIPMENT

E5.1 Power sweeping equipment shall be of the mechanical vacuum type or other suitable dust free operation acceptable to the Contract Administrator. Power brooms or light mechanical brushes suitable for boulevard sweeping acceptable to the Contract Administrator.

E5.2 Dump trucks using the curb lane for loading of sweepings must be equipped in accordance with the latest edition of the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets.

E5.3 All vehicles shall be equipped in accordance with the Highway Traffic Act, shall be in good working order and shall include the following:

- (a) At least (2) working headlights
- (b) Brake lights at rear (where applicable); and
- (c) At least one (1) oscillating amber light on special mobile machines (where applicable).

E5.4 All equipment shall be clearly labeled, indicating the Contractor's name and unit number. Letter and numbers used for identification purposes must be a minimum of one hundred (100) mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine.

E5.5 All equipment listed shall be made available for inspection by the Contract Administrator prior to the award of the Contract. The inspection may include a demonstration that the equipment,

- (a) Operates in a dust free manner, and
- (b) Provides a high degree of sidewalk cleanliness acceptable to the Contract Administrator.

E5.6 Power sweepers shall be used on bridges and sidewalks within the Contract limits specified in Appendix "A" only if:

- (a) The equipment meets the following:
 - (i) Maximum Width (Frame) = 1.7 m (54")
 - (ii) Maximum Weight (Empty) = 1110 kg (2450 lbs.)
 - (iii) Maximum Loaded Capacity = 1565 kg (3450 lbs.)

- (b) Operation of equipment on bridge sidewalks shall not cause damages to bridge sidewalks, railings, parapets or barriers.

E6. WORK REPORTS

- E6.1 The City will supply the Contractor with Daily Work Report forms that must be completed and submitted to the Contract Administrator at the start of the following shift. A copy of the completed Work Report shall be emailed to the Streets Maintenance Division.

E7. DEFICIENCIES

- E7.1 The Contractor must respond to all deficiencies within twenty four (24) hours of being notified. Failure to respond will give the City the option of rectifying the deficiencies and deducting the cost of the Work from the payment to the Contractor.
- E7.2 Failure to remove/dispose of debris and abrasives to a proper disposal site will be considered to be a deficiency and may be dealt with as previously stated in E7.1

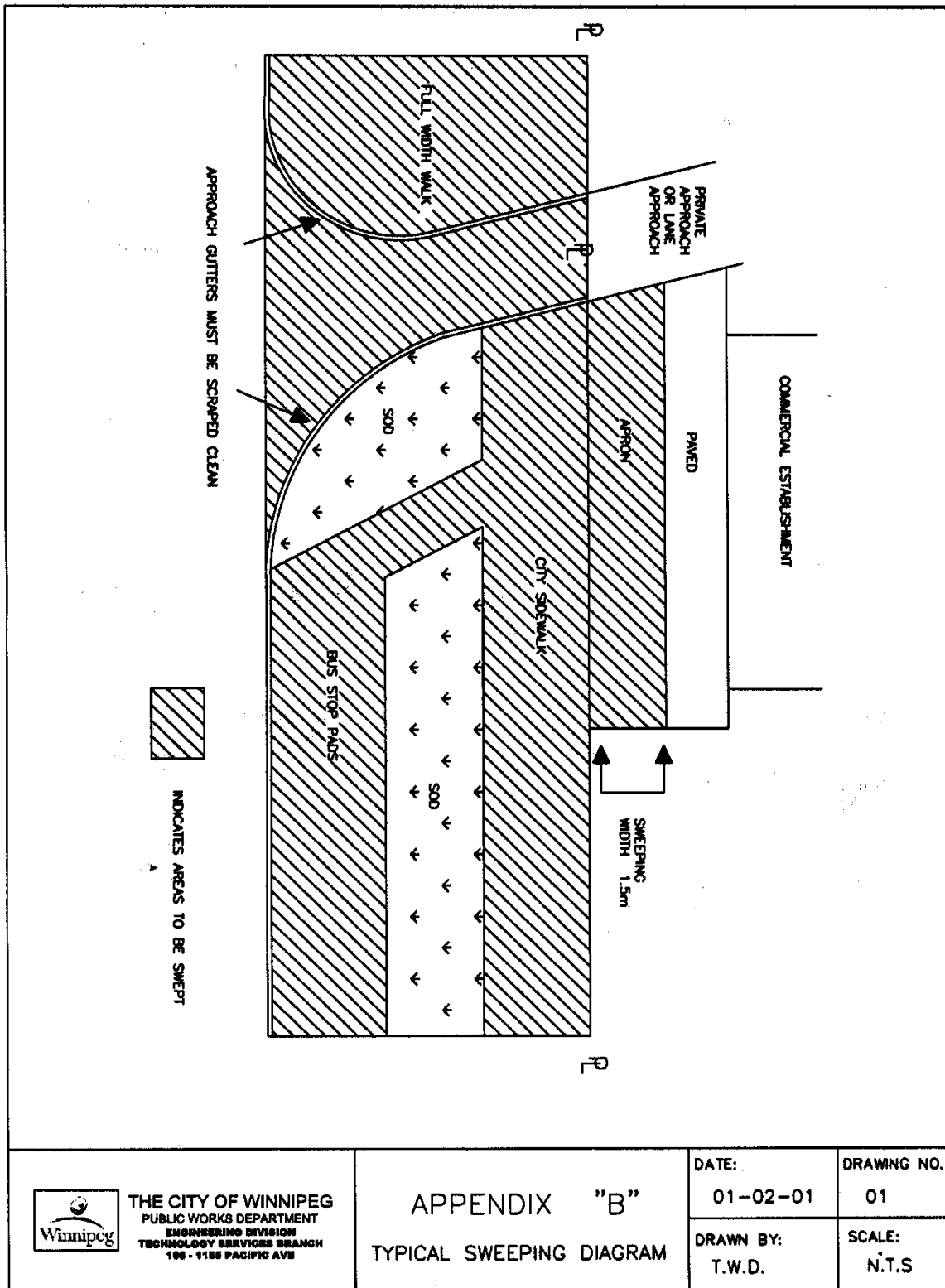
APPENDIX A – 2025 SPRING SIDEWALK SWEEPING AREA

| SIDEWALKS | | | | |
|----------------------------------|------------------------------------|----------------|--------------|----------------|
| STREET NAME | FROM STREET | TO STREET | SURFACE AREA | UNITS |
| Adelaide St | Elgin Ave | Notre Dame Ave | 2192.1 | m ² |
| Albert St | Bannatyne Ave | Notre Dame Ave | 2196.8 | m ² |
| Alexander Av | Princess St | Main St | 678.5 | m ² |
| Alexander Av | Disraeli Fwy | Waterfront Dr | 1468.6 | m ² |
| Amy St. | James Ave | Rupert Ave | 256.0 | m ² |
| Annabella St | Sutherland Ave | Higgins Ave | 1055.9 | m ² |
| Arthur St | Bannatyne Ave | Notre Dame Ave | 1405.8 | m ² |
| Austin St | Higgins Ave | Henry Ave | 808.5 | m ² |
| Balmoral St | Notre Dame Ave | St Mary Ave | 4390.2 | m ² |
| Bannatyne Ave | Hargrave St | Waterfront Dr | 4182.8 | m ² |
| Bertha St | James Ave | Market Ave. | 170.7 | m ² |
| Broadway | Portage Ave | Osborne St N | 4604.9 | m ² |
| Carlton St | Notre Dame Ave | Ellice Ave | 1592.7 | m ² |
| Colony St | Ellice Ave | Portage Ave | 1496.5 | m ² |
| Cumberland AV | Balmoral St | Donald St | 3196.6 | m ² |
| Disraeli Fwy | Main St | Lilly St. | 1376.6 | m ² |
| Donald St | Notre Dame Ave | Ellice Ave | 776.8 | m ² |
| Edmonton St | Notre Dame Ave | Ellice Ave | 2241.2 | m ² |
| Ellice Ave | Rail Crossing - East of Empress St | Garry St | 17452.5 | m ² |
| Esplanade Riel Pedestrian Bridge | Waterfront Dr | Tache Ave | 3441.5 | m ² |
| Good St | Portage Ave | St Mary Ave | 600.4 | m ² |
| Hargrave St | William Ave | Ellice Ave | 3145.9 | m ² |
| Henry Ave | Princess St | Disraeli Fwy | 1131.9 | m ² |
| Higgins Ave | Princess St | Nairn Ave | 10029.6 | m ² |
| Isabel St | Logan Ave | Notre Dame Ave | 4585.8 | m ² |
| James Ave | Princess St | Main St | 922.7 | m ² |
| James Ave | Lily St | Waterfront Dr | 857.4 | m ² |
| John Hirsch Pl | West End | East End | 366.5 | m ² |
| Kennedy St | Cumberland Ave | Ellice Ave | 2027.5 | m ² |
| King St | Higgins Ave | Smith St | 5445.7 | m ² |
| Lily St | Henry Ave | Market Ave | 1788.4 | m ² |
| Logan Ave | McPhillips St | Disraeli Fwy | 11970.7 | m ² |
| Lombard Ave | Main St | Waterfront Dr | 2748.2 | m ² |
| Maple St | Higgins Ave | Henry Ave | 897.8 | m ² |
| Market Ave | Main St | Bertha St | 1604.3 | m ² |
| Martha St | Henry Ave | Rupert Ave | 1014.3 | m ² |
| McDermot Ave | Hargrave St | Waterfront Dr | 4307.2 | m ² |
| Memorial Blvd | Portage Ave | St Mary Ave | 1579.1 | m ² |
| Notre Dame Ave | McPhillips St | Portage Ave | 13366.7 | m ² |

| | | | | |
|-------------------------|----------------|-----------------------|---------|-------------------------------|
| Osborne St N | St Mary Ave | Osborne Bridge | 3151.4 | m ² |
| Pacific Ave | Princess St | Waterfront Dr | 2394.7 | m ² |
| Pioneer Ave | Main St | Waterfront Dr | 2438.1 | m ² |
| Portage Ave E | Main St | Westbrook St | 1001.2 | m ² |
| Princess St | Notre Dame Ave | Higgins Ave | 4921.5 | m ² |
| Qu'Appelle Av | Balmoral St | Edmonton St | 1778.9 | m ² |
| Qu'Appelle Av | Central Park | Hargrave St | 569.1 | m ² |
| Rorie St | Market Ave | Lombard Ave | 1629.6 | m ² |
| Rupert Ave | Princess St | Amy St | 2241.7 | m ² |
| Sargent Ave | Rail Crossing | Edmonton St | 14917.8 | m ² |
| Sherbrook St | Logan Ave | Notre Dame Ave | 3583.2 | m ² |
| Smith St | Notre Dame Ave | Ellice Ave | 565.0 | m ² |
| Spence St | Ellice Ave | Portage Ave | 765.0 | m ² |
| St Mary Ave | Portage Ave | Colony St | 994.0 | m ² |
| Waterfront Dr | MacDonald Ave | York Ave | 6442.9 | m ² |
| Wesley Ave | Main St | East End | 74.9 | m ² |
| Westbrook St | Lombard Ave | William Stephenson Wy | 1315.7 | m ² |
| William Ave | McPhillips St | Main St | 13028.5 | m ² |
| William Stephenson Ave. | Main St | Tache Ave | 5397.3 | m ² |
| York Ave | Osborne St N | Memorial Blvd | 383.3 | m ² |
| York Ave | Main St | Israel Asper Wy | 1847.3 | m ² |
| Young St | Ellice Ave | Portage Ave | 1491.5 | m ² |
| SIDEWALK TOTAL = | | | | 194307.8 m² |

| BOULEVARDS | | | | |
|-------------------------|--------------------|------------------|----------------------|----------------------|
| STREET NAME | FROM STREET | TO STREET | SURFACE UNITS | UNITS |
| Carlton St | Notre Dame Av | Ellice Av | 999.5 | m ² |
| Cumberland Av | Carlton St | Donald St | 1009.8 | m ² |
| Edmonton St | Ellice Av | Cumberland Av | 1463.9 | m ² |
| Kennedy St | Cumberland Av | Qu'Appelle Av | 489.4 | m ² |
| Qu'Appelle Av | Balmoral St | Edmonton St | 722.6 | m ² |
| Qu'Appelle Av | Carlton St | Hargrave St | 388.4 | m ² |
| Sargent Av | Kennedy St | Edmonton St | 93.2 | m ² |
| BOULEVARD TOTAL= | | | 5166.7 | m² |

APPENDIX B – TYPICAL SWEEPING DIAGRAM



APPENDIX C – MECHANICAL SIDEWALK SWEEPING INSPECTION STANDARDS

OBJECTIVE

To provide a high standard of cleanliness on those Streets that have a high public profile due to large volumes of pedestrian traffic and are highly visible to the tourist traffic.

QUALITY OF WORKMANSHIP

A high standard of work is essential to achieve the above-mentioned objective. Therefore, the following quality standards will be applied by way of a field inspection on a block-by-block basis.

QUALITY STANDARDS

1. RESIDUAL FINES: Is the amount of dust or fine material left behind. These are to be kept to a minimum.
2. TAILINGS: Occasionally, when a machine is not functioning efficiently, a small trail of granular material is left behind and must be removed.

Placing one hand labourer behind the operation as a clean-up man helps to rectify this problem.

3. SCRAPING: All areas of hard packed mud and granular material must be scraped loose. The only exception is where large quantities of mud, due to a watermain break, result in an excessive situation, in which case, the Inspector will arrange to have the Waterworks people remove the heavy material from these areas so that no more than one inch (1") remains. The balance is to be removed by the Contractor.
4. APPURTENANCES: (Under and/or around benches, newspaper and mail boxes, poles and to include level doorways)

Where possible, moveable appurtenances should be shifted to ensure that all material around and under items have been removed.

5. GUTTERS: All material from sidewalk, boulevard, is to be cleaned up and removed by the Contractor. Anything in excess of ten (10mm) of material which goes into the gutter as the result of scraping and hand labour operations, is to be removed by the Contractor. It is advisable, therefore, to instruct all personnel to scrape and hand sweep this material in towards the sidewalk to minimize this problem. The only alternative is to make a pass along the gutter on completion of the walk.

Either of the above alternatives may result in the need to utilize the curb lane, in which case, short term signing in accordance with the City of Winnipeg, Manual of Temporary Traffic Control must be adhered to. All foremen/lead hands are to be made familiar with this manual in the event of its need for implementation.

Failure to meet these standards will require spot cleaning locations or entire streets/sidewalks or boulevards to be swept again within twenty-four (24) hours.

APPENDIX D – WORKER VISIBILITY

Every worker engaged in work within the “public right of way” or exposed to the hazards of vehicular traffic/powered mobile equipment shall:

- (i) Wear a blaze orange or yellow-green CSA Class II vest s a minimum during daylight. Wear blaze orange fluorescent or yellow-green outer clothing or Safety Ankle Bands CSA Class III during periods of low visibility and darkness (see figures below).

CLASS III – MINIMUM VISIBILITY STANDARD

