



The City of Saint John

Request for Proposals
for
Snow Removal – Saint John Parking

Request for Proposals No.: 2023-084302P

Issued: Tuesday October 31, 2023

Submission Deadline: Wednesday November 15, 2023, at 4:00:00 P.M., Atlantic Time

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PART 1 – INTRODUCTION

1.1 INVITATION TO PROPONENTS

- 1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to set up a standing offer agreement for the period of three (3) years with the option for an extension of 2 years for the removal of snow in Saint John Parking Lots within the City of Saint John, as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 BACKGROUND INFORMATION

This contract includes the supply of all necessary labour, materials and equipment for:

- The plowing of snow / removal of snow within parking lots
- The procurement of sand and/or salt
- The spreading of sand and/or salt within parking lots
- The repair or replacement of any fixture or appurtenances on the said parking lots as a result of damage inflicted upon them by the Contractor.

Bidders shall be actually equipped and able to perform the type of work specified.

The term of this contract is as follows:

Year 1 - November 20, 2023 to April 30, 2024

Year 2 - November 4, 2024 to April 30, 2025

Year 3 - November 3, 2024 to April 30, 2026

Year 4 - November 2, 2026 to April 30, 2027 (Optional)

Year 5 - November 1, 2027 to April 30, 2028 (Optional)

1.3 RFP CONTACT PERSON

- 1) For the purposes of this procurement process, the “**City Contact**” shall be:

Mike Lewis, SCMP
Supply Chain Management
City of Saint John
Email: supplychainmanagement@saintjohn.ca
Fax: (506) 658-4742

1.4 TYPE OF CONTRACT FOR DELIVERABLES

- 1) The City will issue a standing offer agreement to the successful proponent for the scope of services detailed in this request for proposal.

1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

- 1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

1.6 BASIS OF AWARD

- 1) It is the City's intention to evaluate the deliverables and award will be based on the criteria outlined in Appendix E – RFP Particulars – B. Evaluation Criteria. It is the intent of the City to award this agreement to one proponent only.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 DESCRIPTION OF DELIVERABLES

- 1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to set up a standing offer agreement for the period of three (3) years with the option for an extension of 2 years, for the removal of snow in Saint John Parking Lots within the City of Saint John as further described in Appendix E – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – SUBMISSION AND EVALUATION OF PROPOSALS

3.1 TIMETABLE

- 1) The RFP timetable is tentative only and may be changed by the City at any time.

Milestones	Dates
Issue Date of RFP	Tuesday, October 31, 2023
Deadline for Questions	Wednesday, November 8, 2023, 4:00:00 pm, Atlantic
Deadline for Issuing Addenda	Thursday, November 9, 2023, 4:00:00 pm, Atlantic Time
Submission Deadline	Wednesday, November 15, 2023, 4:00:00 pm, Atlantic Time
Rectification Period	3 Days after closing
Anticipated Award Date	November 20, 2023

3.2 SUBMISSION INSTRUCTIONS

(A) A. Proposals Shall be Submitted Electronically

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) Proposals Shall be Submitted in Prescribed Manner

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2023-084302P – Snow Removal – Saint John Parking”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2023-084302P – Snow Removal – Saint John Parking”.

(C) Proposals Shall Be Submitted on Time

Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

(D) Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email and in a form similar to item (B) above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

D. Amendment of Proposals

- 1) Proponents may amend their proposals prior to the Submission Deadline by submitting an email in the same fashion as the proposal submissions. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

E. Withdrawal of Proposals

- 1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative.

3.3 STAGES OF PROPOSAL EVALUATION

- 1) The City may conduct the evaluation of proposals and selection of the top-ranked proponents in the following four stages described in further detail below:

Stage I – Mandatory Requirements and Rectification;

Stage II – Evaluation of Rated Criteria and Pricing;

Stage III – Selection and Final Negotiation.

A. Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix B)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix C)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Rates must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix D)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire or partial scope of work as described in Part 2 – The Deliverables as well as Appendix E – Section A - The Deliverables.

B. Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance with Appendix E – Section B – Evaluation Criteria.

C. Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 GENERAL INFORMATION AND INSTRUCTIONS

A. Proponents to Follow Instructions

- 1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

B. Information in RFP Only an Estimate

- 1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- 2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

C. Proponents Shall Bear Their Own Costs

- 1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, or costs of negotiation and submission of BAFO.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

A. Proponents to Review RFP

- 1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- 2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

B. All New Information to Proponents by Way of Addenda

- 1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- 2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under City Menu, option "Tender and Proposals". In Appendix B, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

C. Post-Deadline Addenda and Extension of Submission Deadline

- 1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

D. Verify, Clarify and Supplement

- 1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

E. No Incorporation by Reference

- 1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

F. Proposal to Be Retained by the City

- 1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 DEBRIEFING

A. Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

B. Procurement Protest Procedure

- 1) The parties shall attempt to negotiate all disputes in good faith.
- 2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

A. Conflict of Interest

- 1) The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, “Conflict of Interest” has the meaning ascribed thereto in Appendix B – Section H – Conflict of Interest.
- 2) Forestry consultant advisors and forestry contractors must not have a direct connection that would be a conflict.

B. Prohibited Proponent Communications

- 1) A proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in Appendix B.

C. Proponent Not to Communicate with Media

- 1) A proponent may not at any time directly or indirectly communicate with the media or make any public comment in relation to this RFP, or any contract entered into pursuant to this RFP, without first obtaining the written permission of the City’s project manager. Proponents will notify the project manager of any requests for information or interviews from the media.

D. No Lobbying

- 1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

E. Illegal or Unethical Conduct

- 1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

F. Past Performance or Inappropriate Conduct

- 1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- 2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal;
or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 CONFIDENTIAL INFORMATION

A. Confidential Information of City

- 1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent’s proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

B. Confidential Information of Proponent

- 1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City’s advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 PROCUREMENT PROCESS NON-BINDING

A. No Contract A and No Claims

- 1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- 2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

B. No Contract until Execution of Written Contract

- 1) The RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the successful negotiation and execution of a written contract for the acquisition of such goods and/or services.

C. Non-Binding Price Estimates

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

D. Disqualification for Misrepresentation

- 1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

E. Cancellation

- 1) The City may cancel or amend the RFP process without liability at any time.

4.7 GOVERNING LAW AND INTERPRETATION

a) Governing Law

- 1) The terms and conditions in this Part 4:
 - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

4.8 DISPUTE RESOLUTION PROCEDURE

- 1) Any disputes and controversies arising out of, or in any manner relating to this RFP shall be subject to the following dispute resolution procedure:
 - (a) All disputes arising out of, or in connection with, this RFP, shall within two Business Days of notice to the City Contact be referred for resolution to the dispute resolution monitor.
 - (b) If the dispute resolution monitor cannot resolve a dispute within ten consecutive days, such dispute shall be documented in writing and identical copies shall be submitted for resolution to a qualified mediator agreeable to both parties.
 - (c) The mediator shall be entitled to establish his or her own practices and procedures. Each party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within ten consecutive days following the mediator's appointment. The mediation shall not be in the nature of arbitration as contemplated by the *Arbitration Act (1992)*, New Brunswick, and the mediator's decision shall not be binding upon the parties, but shall be considered as a *bona fide* attempt by the mediator to judiciously resolve the dispute.
 - (d) The decision of the mediator shall be rendered in a written report, not to exceed two pages in length, delivered to the parties within ten consecutive days following the last of such presentations. The fees of the mediator shall be shared equally by the parties.
 - (e) The mediation shall be terminated upon: (i) the execution of a settlement agreement by the parties; (ii) a written declaration of one or more parties that the mediation is terminated; or (iii)

a written declaration by the mediator that further efforts at mediation would not be useful.

- (f) The place of mediation shall be the City of Saint John and Province of New Brunswick.
- (g) If mediation is unsuccessful either party shall be entitled to pursue such other remedies as permitted by law.

[End of Part 4]

APPENDIX A – CONTRACT TERM SHEET

The following terms, but not limited to, are to be included in the contract between the City and successful proponent (the “Vendor”). Although the final wording of the provisions may be subject to negotiation, proponents responding to this RFP should be prepared to enter into a contract for the provision of the Deliverables that includes the provisions as described below:

Article 1 – Interpretation and General Provisions

No Indemnities from the City

The City will not provide an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of the contract or at any time during the term of the contract or any extensions thereof.

Governing Law

The contract will be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

Article 2 – Status of Vendor

No Partnership, Agency etc.

The contract will not create an employment, partnership or agency relationship between the City and the Vendor (or any of the Vendor’s directors, officers, employees, agents, partners, affiliates, or subcontractors).

Acts and Omissions

The Vendor will acknowledge and agree that it will be liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, and subcontractors.

In addition to any other liabilities of the Vendor pursuant to the contract or otherwise at law or in equity, the Vendor will be liable for all claims arising from any breach of the contract resulting from the actions of the above-mentioned individuals and entities.

No Subcontracting or Assignment

The Vendor will not subcontract or assign the whole or any part of the contract or any monies due under it without the prior approval of the City (which approval may be arbitrarily withheld) except to approved subcontractors.

Conflict of Interest

The Vendor will avoid any actual or potential conflict of interest in its performance of the contract, will disclose any such conflict of interest, will comply with any instruction from the City to deal with any conflict of interest, and that the Vendor's conflict of interest will give the City the right immediately terminate the contract.

Article 3 – Performance by the Vendor

Performance Warranty

The Vendor will represent and warrant that the Deliverables will be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with contract terms, good industry practice and applicable laws.

No Waiver

Any failure by the City to insist in one or more instances upon strict performance by the Vendor of any of the terms or conditions of the contract shall not be construed as a waiver by the City of its right to require strict performance of any such terms or conditions or any other terms or conditions, and the obligations of the Vendor with respect to such performance will continue in full force and effect.

Non-Exclusive Contract, Work Volumes

The Vendor will be providing the Deliverables to the City on a non-exclusive basis, and that the City makes no representation regarding the volume of goods and services required under the contract. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

Remedies Cumulative

No reference to or exercise of any specific right or remedy by a party will prejudice or preclude such party from exercising or invoking any other remedy, whether allowed under the contract or generally at law or in equity.

Article 4 – Payment for Performance

Payment According to Contract

The City will be required to pay the Vendor for the Deliverables provided in accordance with the provisions of the contract at the rates established under the contract.

No Other Expenses

There will be no other charges payable by the City under the contract to the Vendor other than the rates established under the contract unless such charges and/or rates are first approved by the City.

Taxes and Duties

The Vendor will pay all applicable taxes, including sales and excise taxes incurred by or on behalf of the Vendor's behalf with respect to the contract.

Withholding Tax

The City will withhold any applicable withholding tax from amounts due and owing to the Vendor under the contract and shall remit it to the appropriate government in accordance with applicable tax laws.

No Late Payment Charges

The City will endeavour to pay invoices when due to the Vendor, but shall not be required to pay interest on any late payments.

Document Retention and Audit

The City will have the right to audit the Vendor's performance of the contract for a period of seven years and the Vendor must retain all relevant documents to substantiate its performance of all Deliverables.

Article 5 – Contractor Insurance Liability

The Contractor shall supply and keep in force for the full term of this Contract, a Wrap up Liability policy against liability for bodily and property damage that may arise with respect to the work being performed under the Contract. This policy shall include the following:

- a) Coverage shall be on an occurrence basis with inclusive limits of at least five million dollars (\$5,000,000);
- b) The City of Saint John, the Owner, the Contractor and the Sub-Contractors, shall be named as Additional Insured with respect to the operations of the Contractor;
- c) Contractual Liability with respect to this Contract;
- d) Coverage for bodily injury and property with the amount set forth;
- e) A Cross Liability Clause;
- f) Contingent Employers Liability coverage;
- g) Non-Owned Automobile or licensed vehicle Liability coverage;
- h) Completed Operations coverage, with respect to this Contract, that shall remain in force for the duration of the guarantee period (maintenance period) which is a period of twelve (12) months from the date of issuance of the Certificate of Final Completion;
- i) Thirty (30) days' written notice shall be given to the City of Saint John in the event of the cancellation, substantial amendment, or lapse, of this policy.

The Contractor will file Proof of Insurance in the form of certified copies of the policies or certificates of insurance with Saint John Parking within seven (7) days of award of the Contract.

Bidders must include with their submission a letter from their insurance company ensuring the City that if successful; they can fulfill the insurance requirement stated above.

Article 6 - WorkSafeNB Coverage

Bidders must provide proof of current coverage from WorkSafeNB. Failure to provide such coverage will result in the bid being rejected as not compliant. This coverage is to remain in effect for the entire time frame of the contract.

Article 7 – Termination and Default

Termination for Default

The City will have the right to immediately terminate the contract upon giving notice to the Vendor where:

- (a) The Vendor makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Vendor under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation.
- (b) The Vendor's default in performing and observing any of the terms, covenants, warranties or conditions of the contract.
- (c) The Vendor breaches any material provision of the contract or any provision of confidentiality.
- (d) The Vendor breaches the conflict of interest provision in the contract.
- (e) In the City's reasonable opinion, the Vendor, prior to or after executing the contract, makes a material misrepresentation or omission or provides materially inaccurate or misleading information to the City.
- (f) The Vendor undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Vendor's ability to satisfy some or all of its obligations under the contract.
- (g) The Vendor subcontracts for the provision of part or all of the services or assigns the contract without first obtaining the approval of the City.
- (h) In the City's reasonable opinion, the Vendor's acts or omissions constitute a substantial breach of the Vendor's obligations under the Contract.

Article 8 – Dispute Resolution

Dispute Resolution Procedure

The City and the Vendor will attempt to negotiate all disputes in good faith. In the event the City and the Vendor are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of the contract, such dispute, controversy or claim shall be referred to dispute resolution.

Retention of Rights

It is agreed that no act by either the City or the Vendor will be construed as a renunciation or waiver of any rights or recourses provided either the City or the Vendor has given the notices required under this Article 10 and has carried out with the instructions within the contract.

Article 9 – Miscellaneous Provisions

Survival of Obligations

All of the obligations, representations and warranties of a party accruing during the existence of the contract or any renewal or extension thereof shall survive the termination or expiration of the term.

Force Majeure Event

No party will be responsible for any force majeure event or by any other cause which is unavoidable or beyond its reasonable control. The party whose performance of the contract is or may reasonably be expected to be affected by a force majeure event will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance.

Time

The contract will not be enforced or bind the City or the Vendor until executed by all the parties named in it.

Further Acts

The City and the Vendor will at all times and from time to time and upon every reasonably written request to do execute and deliver all such further acts, deeds, assurances and things as may be required to more effectively implement and carry out the true intent and meaning of the contract.

Counterparts

The contract may be executed in any number of counterparts.

APPENDIX B – SUBMISSION FORM

A. Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Fax Number:	
Company Website (If any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

B. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal

relationship or obligations created until the City and the selected proponent have executed a written contract.

C. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the rates set out in Appendix C and has provided a list of any subcontractors to be used to complete the proposed contract.

D. Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form (in separate envelope marked "Financial Proposal")	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

E. Non-Binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in this RFP and in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

F. Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

G. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

H. Conflict of Interest

For the purposes of this RFP, the term “**Conflict of Interest**” means:

- (a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

- (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that:

- (a) There was no Conflict of Interest in preparing its proposal; and

- (b) There is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

I. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

- 1) The undersigned Bidder has carefully examined the City of Saint John parking lots (listed in attachment-PARKING LOT INDEX) which are the site of the work described herein, has become familiar with local winter conditions, has carefully examined every part of the proposed contract and thoroughly understands its stipulations, requirements and provisions.
- 2) The undersigned Bidder has determined the type, quality and quantity of equipment required and has estimated the number of man-hours required to provide the continuous prosecution of the work herein described.
- 3) The undersigned Bidder will ensure they know the location of the snow ban lots shown in City of Saint John - PARKING LOT INDEX. These parking lots will be given a top priority by the contractor once a snow ban has been declared by the City. In the submission, the contractor will advise the SJP in writing what equipment will be used on these sites and how they plan to clean the site for snow ban parkers.
- 4) The undersigned Bidder hereby agrees to be bound by the award of the contract and if awarded the contract, to sign the required documents.
- 5) The undersigned Bidder hereby agrees that in the event of acceptance of the Proposal to complete and deliver to the SJP the work comprised in the Contract between the dates specified.
- 6) The undersigned Bidder further agrees to provide all the necessary labour, materials and equipment to perform the work in accordance with the Contract and agrees to accept, therefore, as payment in full, the unit prices stated herein the Schedule of Quantities and Unit Prices for the total sum of:
- 7) Proponent must complete the following information and include it with their financial proposal.
- 8) Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST. The Pricing Form must include:

Schedule of Quantities
SNOW PLOWING/SNOW REMOVAL/SANDING/SALTING

DESCRIPTION	EQUIPMENT TYPE (Specify Make / Model / Capacity)	PRICE 2023 /2024	PRICE 2024 / 2025	PRICE 2025 / 2026	PRICE 2026 / 2027 Optional	PRICE 2027 / 2028 Optional
Snow Plowing						
Plowing (per space price)		\$ /per space	\$ /per space	\$ /per space	\$ /per space	\$ /per space
Snow Removal						
Tandem Truck (including operator)		\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour
Loader (including operator)		\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour
Sanding and Salting						
Sanding and/or Salting (Hourly)		\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour	\$ /per Hour
Sand (Cubic Yard)			\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.
Salt (Cubic Yard)			\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.
Salt/Sand Mix (65/35 ratio) (Cubic Yard)			\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.
Sand/Salt Mix (65/35 ratio) (Cubic Yard)			\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.	\$ /Cu. Yd.

Location of Dump site for Snow Removal and Season Cost of Using Site:

**SNOW PLOWING / SNOW REMOVAL
EQUIPMENT WORKSHEET**

No.	Equipment	Year	# Available	Blade Width (where applicable)	Own/Lease/Sub-Contract	Location (Complete Address)
1	Four Wheel Drive Pickup					
2	Tandem Dump Truck					
3	Tandem Dump Truck					
4	Tandem Dump Truck					
5	Wheel Loader – 3 Yard(Min)					
6	Wheel Loader – 3 Yard(Min)					
7	Wheel Loader – 3 Yard(Min)					
8	Wheel Loader – 3 Yard(Min)					
9	Min. 2 Yard motorized spreader					
10	Additional Equipment					

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained services similar to those requested in this RFP from the proponent in the last three years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

APPENDIX E – RFP PARTICULARS

A. The Deliverables

1.1 DESCRIPTION OF WORK

This contract includes the supply of all necessary labour, materials and equipment for:

- The plowing of snow / removal of snow within parking lots
- The procurement of sand and/or salt
- The spreading of sand and/or salt within parking lots
- The repair or replacement of any fixture or appurtenances on the said parking lots as a result of damage inflicted upon them by the Contractor.

Bidders shall be actually equipped and able to perform the type of work specified.

The term of this contract is as follows:

Year 1 - November 20, 2023 to April 30 2024

Year 2 - November 4, 2024 to April 30, 2025

Year 3 - November 3, 2025 to April 30, 2026

Year 4 - November 2, 2026 to April 30, 2027 (Optional)

Year 5 - November 1, 2027 to April 30, 2028 (Optional)

1.2 SPECIFICATIONS

1.2.1 SNOW PLOWING

Price

- a) Contract price to be on a per space basis as set out in the RFP. The City will only pay for actual spaces.
- b) For purposes of this proposal, a “storm” is defined as an accumulation of snow to a depth of 8 centimeters (3 inches) or more whether the accumulation is the result of one snow storm or more than one snow storm.
- c) The contractor shall execute plowing operations with a minimum of three (3) loaders (Minimum 3 yd buckets). Other additional equipment may be utilized at the contractor’s discretion to meet the time restrictions set out in 1.2(B).

Plowing

- a) Snow to be plowed from the parking areas within the lots and into areas specified in the instructions opposite the lot layouts or plans.
- b) All lots to be cleared of snow before 7:00AM.
- c) When a parking ban has been declared priority will be given to having designated snow ban parking lots cleared before 6:00PM.
- d) Upon completion of plowing operations before 7:00AM, the Contractor will be available thereafter to remove any wind rows of snow left by City snow plowing equipment if such wind rows of snow block or impede access to any parking lot and no further charge will be made for this service.
- e) No snow to be dumped or pushed into City streets or sidewalks.
- f) No snow to be dumped or pushed against any buildings adjacent to parking lots in such a manner as to impede or block access to loading doors or others means of entry. Upon complaints from any owner or any tenant of said buildings, the Contractor shall immediately remove snow at his own expense.
- g) Contractor must make every effort to avoid the creation of wind rows of snow surrounding vehicles that may remain in the lots during plowing operations.
- h) For plowing at Peel Plaza Parking Garage, specialized plow blade will be required to ensure there is no damage to the integrity of the structure of the garage.

1.2.2 SNOW REMOVAL

Price

- a) The rate of payment for snow removal will be based on actual hours for equipment. Outline the type of equipment that will be used to carry out the job and the hourly rate for each piece of equipment that will include the cost of the operator.

Removal

- a) At the discretion of the Operations Manager of Parking or appointed representatives, the Contractor may be required to remove snow from any parking lot if an accumulation of snow around parking areas as a result of plowing operations becomes so great as to interfere with proper access to parking spaces.
- b) Snow removal shall be performed with at least one wheel loader, 3 yd minimum. Tandem Trucks will be supplied as required to complete the work. The contractor shall own or lease a minimum of 3 tandems which may be used for this work.
- c) Any snow removed in this manner must be dumped in locations approved by the Operations Manager of Parking or appointed representatives. The Contractor must specify the dump site location and season cost for dump site in their response.
- d) Snow removal to be undertaken between 7:00 P.M. and 7:00 A.M. on a weekday or on a Saturday, Sunday or Holiday.
- e) For snow removal at Peel Plaza Parking Garage, specialized plow blade will be required to ensure there is no damage to the integrity of the structure of the garage.

1.2.3 SANDING AND/OR SALTING

Price

- a. Contract price to be on an hourly basis for equipment and type of equipment used plus the cost of material as set out in the Form of Proposal. The contractor shall own or lease at least (1) 2 yard motorized spreader to complete the outlined work.

Sand/Salt Supply

- a) The Contractor's bid for sanding and/or salting shall be for supply and spreading the material which will be shown separately on the Form of Proposal.

- b) The City will pay the Contractor that provides the salt and sand for the quantity provided over the term of the contract.
- c) When salt is required, approximately (2) cubic yards per storm is required. When a mixture of sand/salt is required, approximately (3) cubic yards per storm is required.

Operations

- a) Sanding/salting operations will normally be undertaken by the Contractor after 7:00 A.M. provided that snow plowing operations are completed by that time.
- b) Subject to weather conditions, the Contractor may undertake sanding/salting operations before 7:00 A.M., if, in the Contractor's opinion, ice conditions are such as to impede easy access to parking areas. The Contractor **MUST** receive approval from the Operations Manager or appointed representatives prior to doing this work.
- c) The Contractor will ensure that parking areas are properly covered with sand and salt in such a manner as to allow safe movement of vehicles and pedestrians within the parking lots. Notwithstanding any of the above provisions, the Contractor will be available for sanding/salting operations at the request of the Operations Manager of Parking or appointed representatives.

1.2.4 CITY LIABILITY

The City will attempt to have all lots clear of vehicles during plowing operations, but no liability will be assumed for any vehicle parked overnight.

1.2.5 ADDITIONAL SPECIFICATIONS

- a) Bidders will be held to have examined the drawings, to have visited the sites and to have informed themselves as to existing and potential conditions and limitations. Bids shall cover the execution of the whole of the work described in the specifications and/or indicated opposite the lot layouts.
- b) Bidders will ensure they know the location of the snow ban lots as indicated in City of Saint John - PARKING LOT INDEX. These parking lots will be given a top priority by the contractor once a snow ban has been declared by the City. Bidders are to include as part of the written submission, the type of equipment that will be used on these sites and how they plan to clean the site for snow ban parkers. Failure to submit this information with your proposal submission will be grounds to reject the bid.

- c) Bidders will be cognizant that the St. Joseph's Hospital lot (24a & 24b) as per City of Saint John - PARKING LOT INDEX will be given top priority during each and every snowfall or freezing rain event. Contractor will be responsible to plow and salt/sand as per the parameters above AND will be required to re-plow, re-salt and re-sand (or any combination thereof) on an as needed basis with the approval of the Operations Manager or Maintenance Supervisor or the St Joseph's Hospital representative. A review of contact information and expectations will be set up prior to the commencement of the winter season.

1.2.6 INVOICING

- a) Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can either be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, or by email to the Accounts Payable department (accountspayable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.
- b) Invoices will contain the following:
- Date of plowing or removal operation
 - Total number of equipment hours worked for sanding/salting (per lot)
 - Quantity of Sand and/or Salt (per lot)
 - Number of lots or number of spaces cleared (per lot)
 - Total number of hours removing snow (per lot)
 - Each item to be priced separately
 - Total invoice amount to be shown
 - Contractor's signature
 - All hourly work shall be documentation and submitted to the City within one week of completion

Record all activities at each site for which the successful bidder has been awarded a contract in a Log Book to be provided by Saint John Parking:

- Snow Removal and Sanding/Salting (Date and Time)
- Concerns or calls from the City of Saint John - Parking
- Damage to Property

This Log Book shall be made available to the City as requested.
At the end of contract, all log books shall be returned to the City.

- c) Invoice Approval and Payment:

The City is authorized to review and/or revise any invoice submitted by the Contractor.

The Contractor agrees to accept statistics contained in meteorological reports published by Environment Canada as final and binding if there is any contention over the amount of snowfall or of snow accumulation.

Upon approval by the Operations Manager of Parking, the invoice will be paid through the normal channels as soon thereafter as possible.

The final or any invoice submitted by the Contractor is subject to revision in the form of assessment for any damage caused by the contractor to lots as specified in these documents and such damage has not been repaired to the satisfaction of the Operations Manager of Parking or appointed representative.

B. Evaluation Criteria

- 1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
<p>Quality and Completeness:</p> <ul style="list-style-type: none"> • Has the proponent addressed all of the needs identified? • Is the proposal presented in an organized and professional manner? 	5
<p>Proponent's Experience:</p> <ul style="list-style-type: none"> • Bidders must provide information about their company and their capability to carryout the services proposed. This should include but is not limited to: <ul style="list-style-type: none"> ➤ Resources (staff and equipment) relative to scope and areas of service currently under contract ➤ Qualifications of key personnel who will be providing service ➤ Location of any support centre's – offices, warehouses ➤ Similar experience for Snow Plowing and Snow Removal Services with other organizations (provide 3 examples and descriptions) 	20
<p>Methodology:</p> <ul style="list-style-type: none"> ➤ Suitability of Proposed Equipment ➤ Demonstrates an understanding of the project requirements ➤ Project plan (methodology, deliverable, schedule, etc.) 	20
<p>Value Added:</p>	10

<ul style="list-style-type: none"> • What additional equipment can the bidder provide to ensure the parking garage locations are properly plowed and snow removed as required? Is there value added to the vendor's response for this additional requirement? 	
<p>Cost:</p> <ul style="list-style-type: none"> • Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. • The proposal shall include Appendix C - Pricing Form 	45
TOTAL POINTS	100

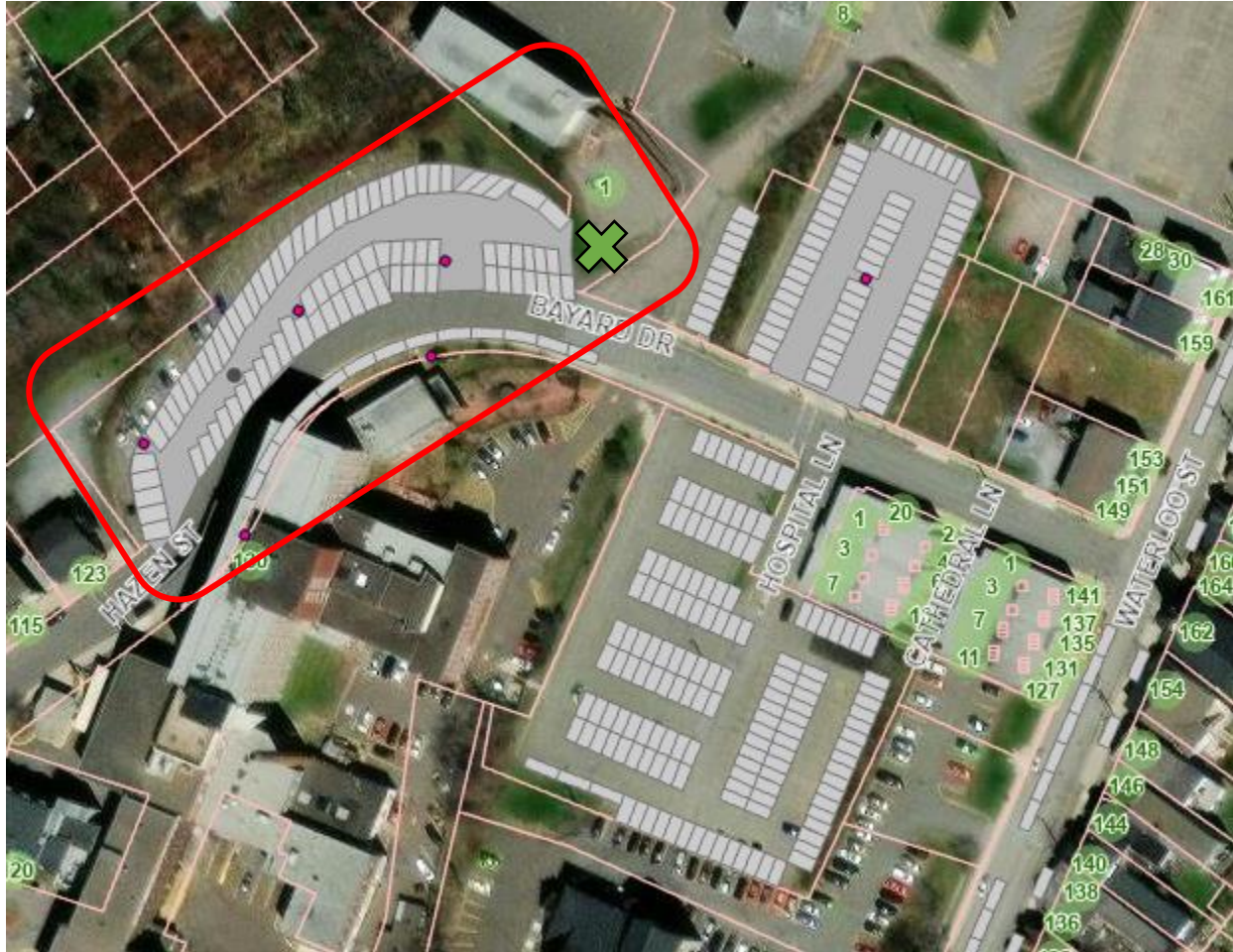
PARKING LOT INDEX AND MAPS

City of Saint John Parking Lot Index

Lot #	Lot Name	Civic Address	Surface/Structure	# of Spaces	Snow Ban Lot Yes/No
1	Saint Joseph's Hospital and Staff Parking	101 Bayard Drive	Surface	239	No
2	Saint Joseph's Staff Parking	10 Hospital Lane	Surface	0	No
3	Sydney Street	17 Sydney Street	Surface	105	YES
4	Peters Street	26 Peters Street	Surface	109	YES
5	Vulcan Street	Off of Vulcan Street	Surface	25	YES
6	Trinity Royal	105 Charlotte Street	Surface	128	No
7	Union Street	195 Union Street	Surface	15	No
8	Canada Games Aquatic Center	50 Union Street	Surface	24	No
9	Saint Patrick Street Lot	52 Saint Patrick Street	Surface	11	No
10	Smythe Street	5 Long Wharf	Surface	107	No
11	Dorchester Street	20 Dorchester Street	Surface	20	No
12	Canterbury	60 Canterbury Street	Surface	13	No
13	Princess Street (Old City Hall)	69 Canterbury Street	Surface	14	No
14	Germain Street	80 Germain Street	Surface	24	No
15	Leinster Court	75 Leinster Street	Surface	20	No
16	Charlotte Street	19 Charlotte Street	Surface	25	No
17	Golding Street	31 Golding Street	Surface	86	No
18	Heritage	60 Union Street	Surface	33	No
19	Saint John Arts Centre	50 Carleton Street	Surface	23	No
20	Peel Plaza Police Station [exit from underground]	1 Peel Plaza	Surface	2	No
21	Peel Plaza Parking Garage (Upper Deck)	75 Carleton Street	Structure	As needed	No

#1 Saint Joseph's Hospital Parking- 101 Bayard Drive

87 spaces

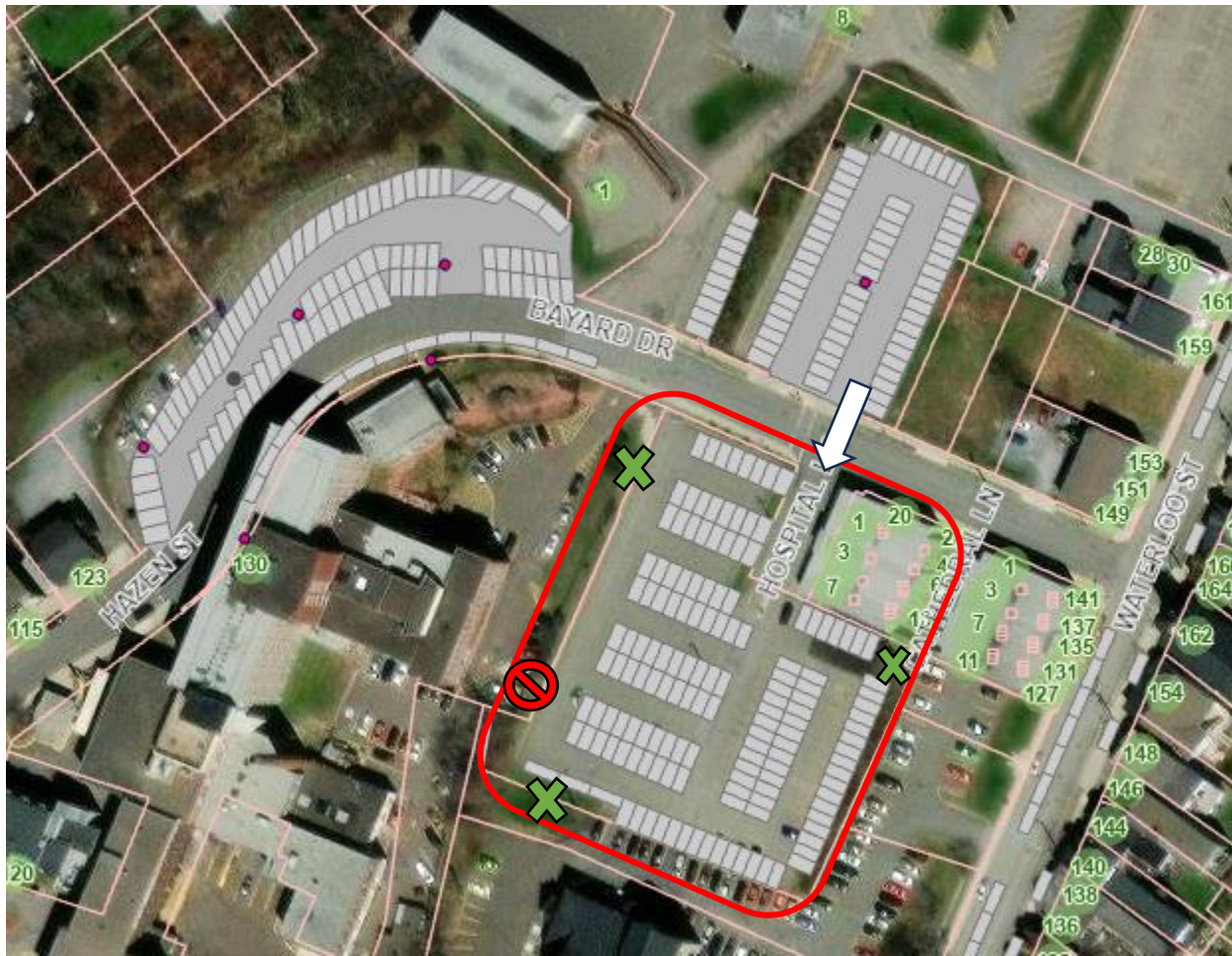


X marks where the bulk of the snow is pushed to, from the Bayard lot.

Prior to the winter season commencing, there is a meeting set up with St. Josephs maintenance staff to review

#2 Saint Joseph's Staff Parking – 10 Hospital Lane

149 spaces – Swipe card access required



Swipe pass access needed for the staff gate.

Snow pushed to edges of the lot, and pile in the areas marked with X. There is a staff walkway that must be left unblocked, this is marked with .

#3 Sydney Street Lot at SNB – 17 Sydney Street

105 spaces - **Snow ban lot**



Snow is piled in the two corners marked with **X**, there is a walkway that fronts on King Square North that needs to remain open to pedestrians so no piling of snow in this location, marked with **⊘**.

#4 Peters Street Lot - 26 Peters Street

109 spaces - **Snow ban lot**



There are three entrances/exit to this lot. Snow is pushed to areas marked with **X**, there is a set of stairs that is marked with **⊘** that need to be kept clear as this accesses the Union Street lot.

#5 Vulcan Street – Lot off of Vulcan Street, entrance also on Sydney Street

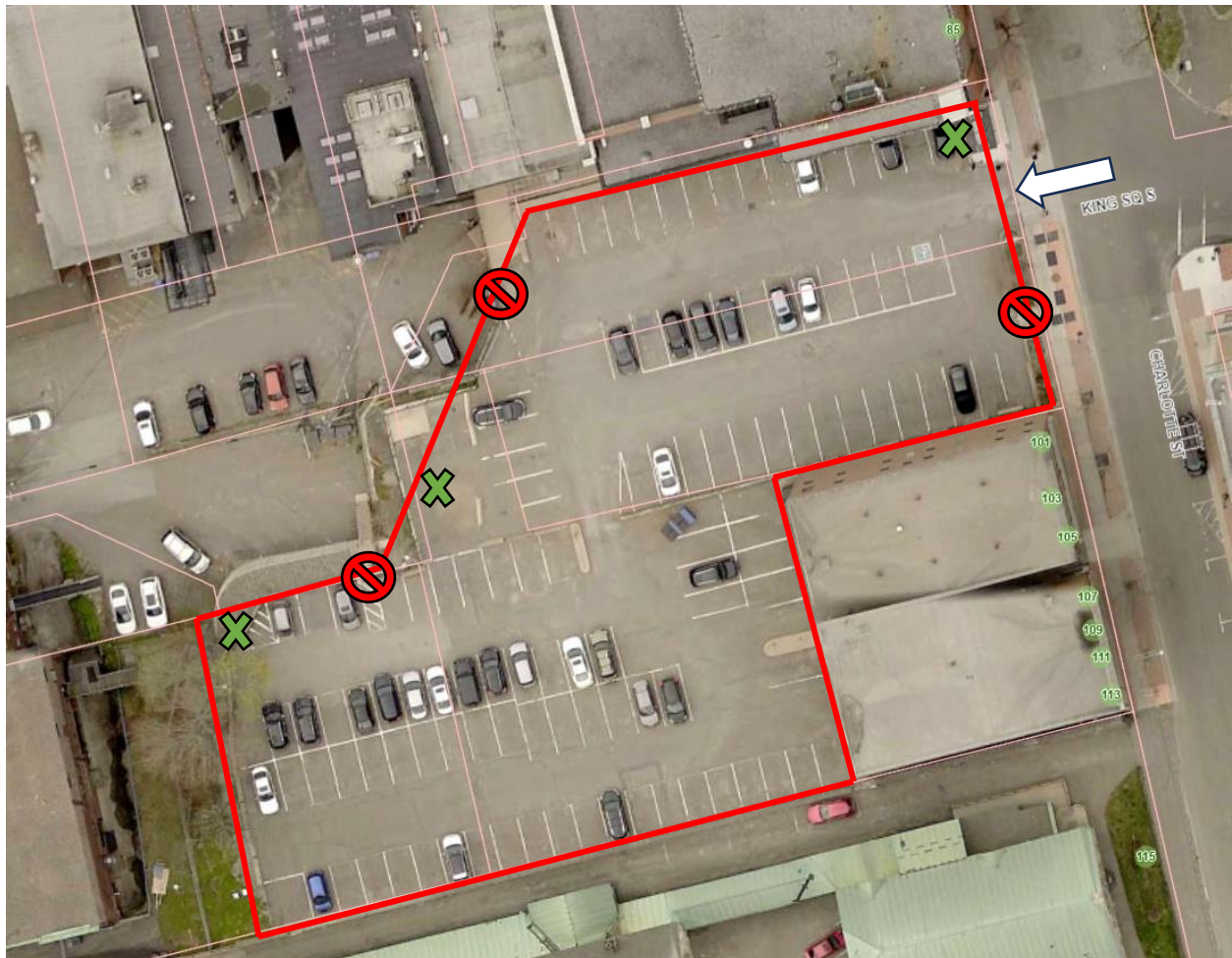
25 monthly parking spaces- **snow ban lot** and the back half of lot used as City snow dump site.



Snow pushed to the side from the monthly section at the front, marked by an **X**.

#6 Trinity Royal Lot – Entrance between 85 and 101 Charlotte Street

128 spaces

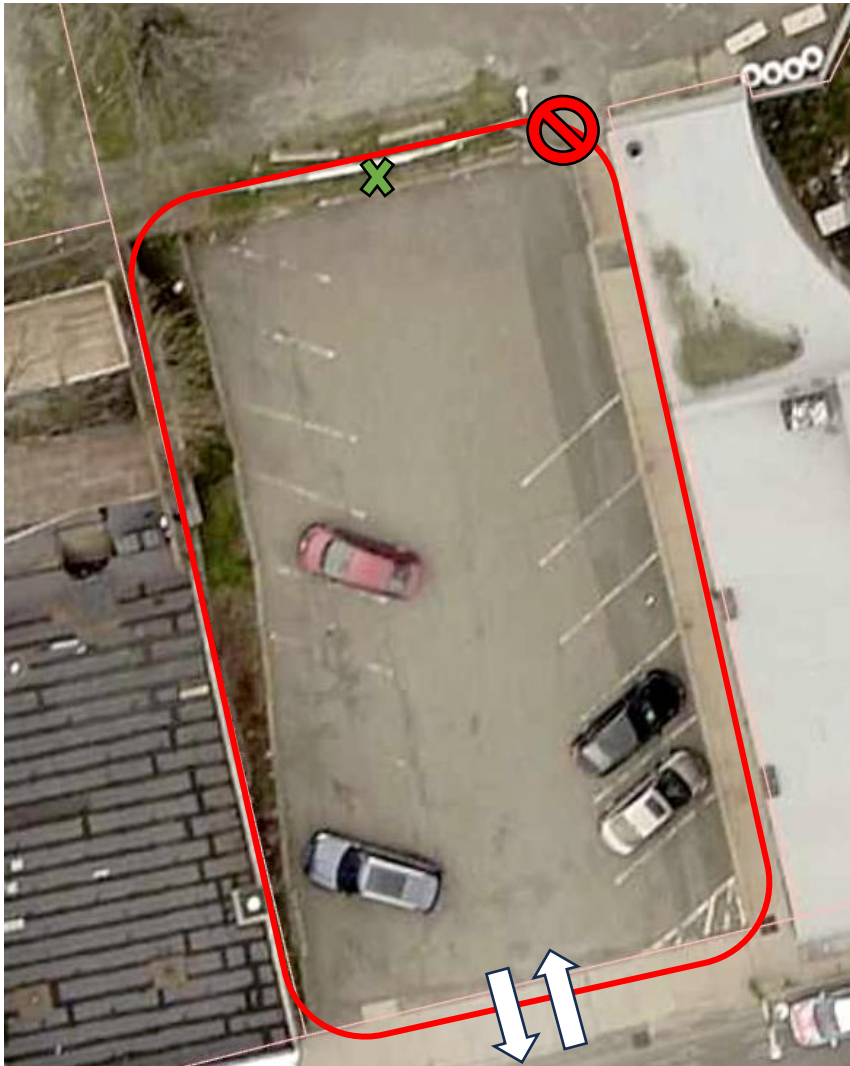



Snow is pushed to the hash marked areas marked with an **X**. The space marked with an **x** closest to the entrance of the lot, is a last resort as this would be removing one parking space from the lot. If snow were piled here, then snow removal would be necessary.

There are two sets of stairs in this lot and there is a parking meter in this lot that should remain clear, marked with an **no parking** symbol.

#7 Union Street Lot – 195 Union Street

14 spaces



There is a set of wooden stairs at the top right-hand side of lot marked with an  that must remain clear.

Snow is pushed to the back of the lot where the **X** is marked, however because of the slope of this lot snow removal is often required. It is also a trouble lot, as there is run off that will melt and freeze creating icy conditions.

#8 Canada Games Aquatic Centre – 50 Union Street

24 spaces

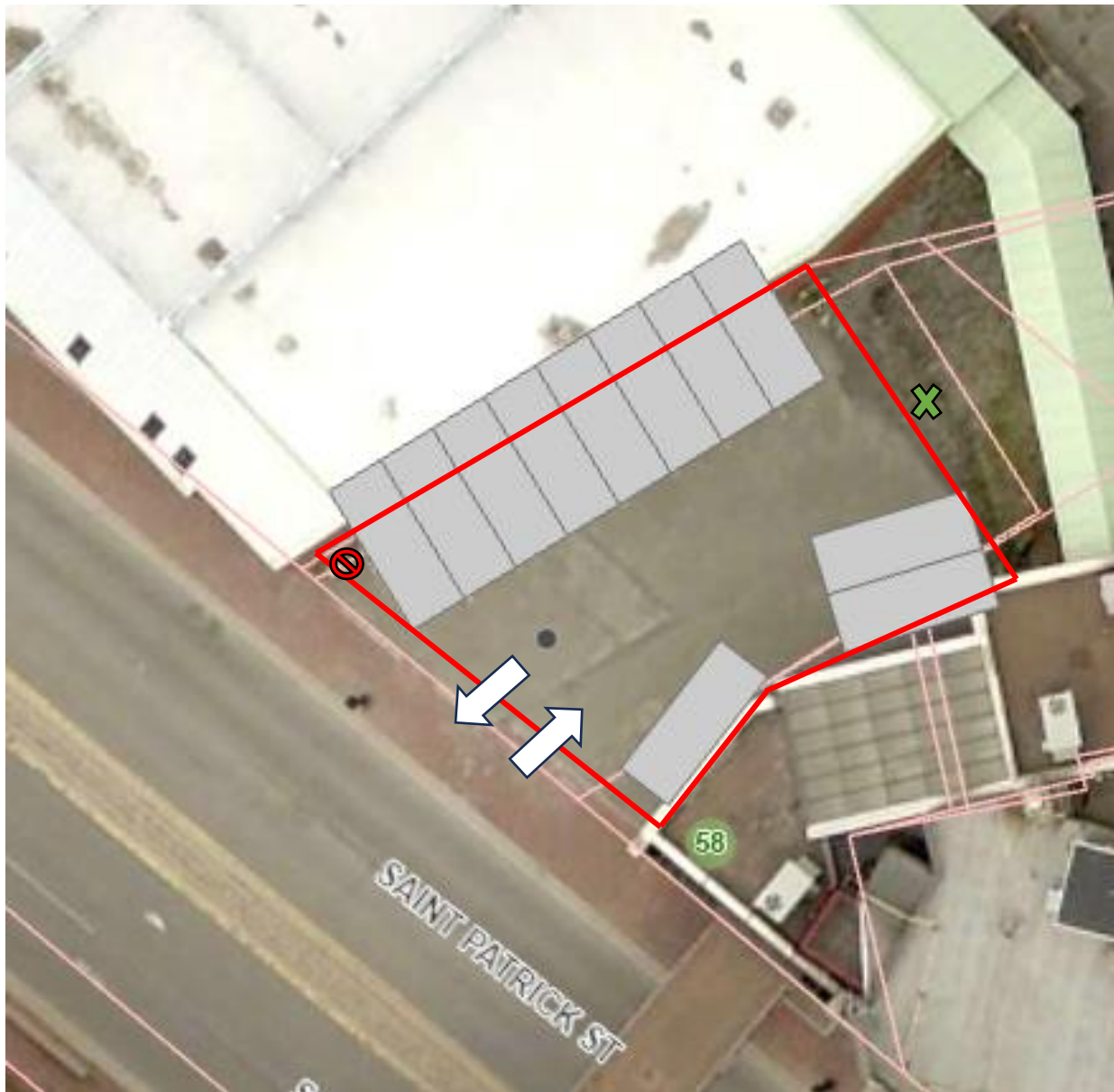


Snow pushed on to pathway marked with **X**, pathway is not cleared during winter months. Do not push snow near building.

This is a trouble lot, due to the slope of the lot, and the melting that occurs creating icy conditions.

#9 St. Patrick's Street Lot – 52 Saint Patrick Street

11 spaces



Snow pushed to the back of the lot as much as possible where the **X** is marked. This is a lot that doesn't have a lot of space, so if there is significant snowfall, snow removal is required. There is a QR code sign at the front of this lot marked with a **⊘** this should be left as clear as possible.

#10 Smythe Street Lot – 5 Long Wharf

107 spaces



Snow in this lot is pushed up on to the lawn at the end of the lot closest to the substation, this area is marked with a **X**.

There is a set of stairs that must remain clear and there is a drain in the lot important to keep clear as well, as this drains with the tide, these are marked with **⊘**.

#11 Dorchester Street – 20 Dorchester Street

20 spaces



Snow is pushed to the corner of the lot to the area marked with X, however this is a lot that is full and if there is significant snowfall, then snow removal is required.

#12 Princess/Canterbury Lot – 60 Canterbury Street

13 spaces



Snow is pushed to the corners of the lot to the area marked with X, however this is a lot that is full and if there is significant snowfall, then snow removal is required.

#13 Princess Street (Old City Hall) – 69 Canterbury Street

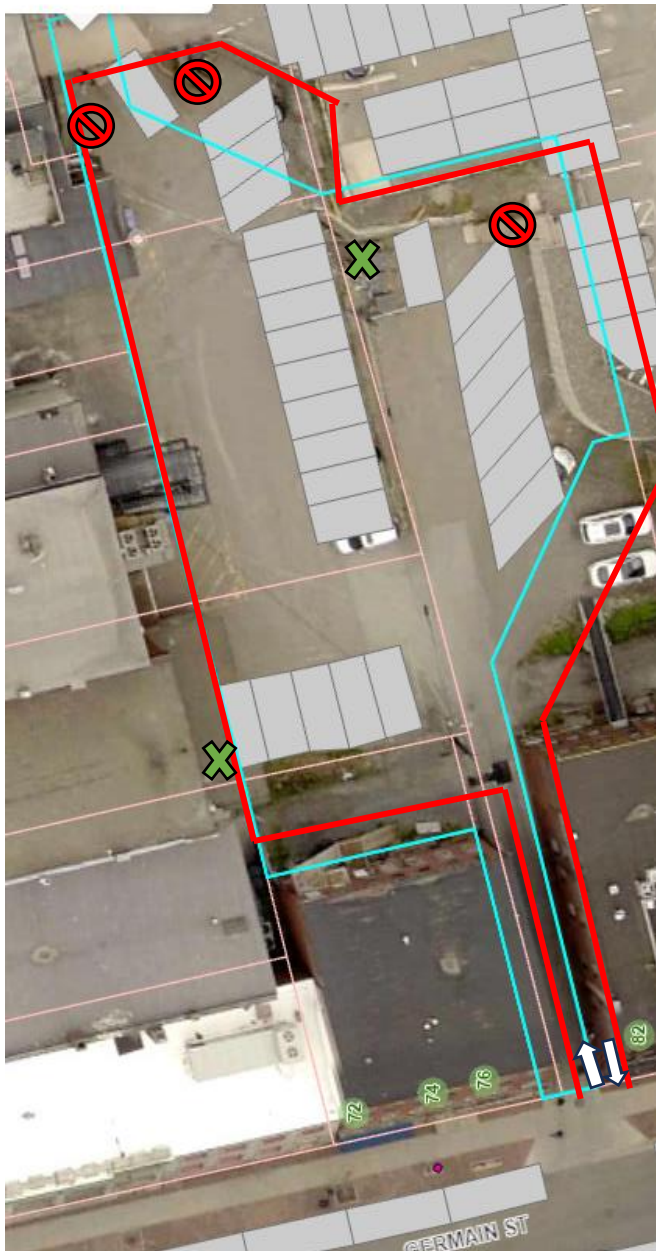
14 spaces



Snow pushed to the corner of the lot this is marked with a **X**, due to the size of the lot this is a lot that often requires snow removal if there is significant snow fall. This is a trouble lot, as there is a slope to this lot, any snow melting can often result in icy conditions.

#14 Germain Street Lot – Entrance between 76 & 82 Germain Street

24 spaces



In this lot snow is pushed to the areas marked with **X**, and there are two sets of stairs that should not be blocked and left clear, there is also a loading area, these are marked with **⊘**.

In this lot, due to the slope of the lot, particularly through the alleyway there can be melting snow that leads to icy conditions.

#15 Leinster Street Lot – 75 Leinster adjacent to 55 Leinster Street

20 spaces




In this lot there is a retaining wall the surrounds the parameter, snow is pushed to the area marked with **X**. There is a entrance that must remain clear, marked with **⊘**.

#16 Charlotte Street Lot – 19 Charlotte Street

25 spaces

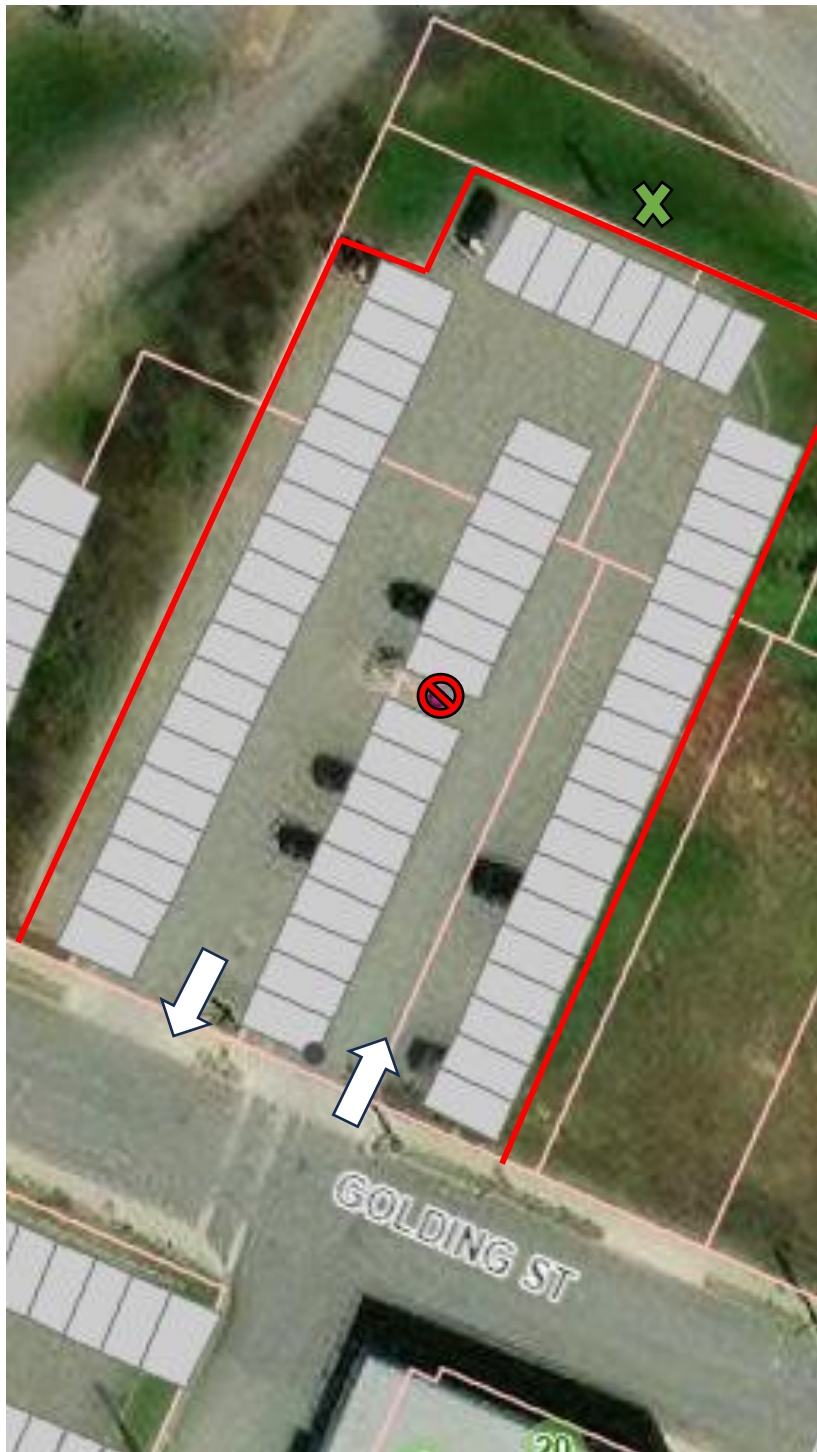



In this lot, the back end is not owned by the City. When clearing snow in this lot, avoid pushing snow up against the buildings and fire escapes of the adjacent buildings. Snow should be cleared to the front corner of the lot, this area is marked with an **X**.

There is a parking meter at the front corner of the lot that needs to remain clear, this is marked with 

#17 Golding Street Lot – 31 Golding Street

86 spaces



The bulk of the snow is pushed to the back of the lot marked with the X. There is a meter in the middle of the lot that must remain clear .

#18 Heritage Lot – 60 Union Street

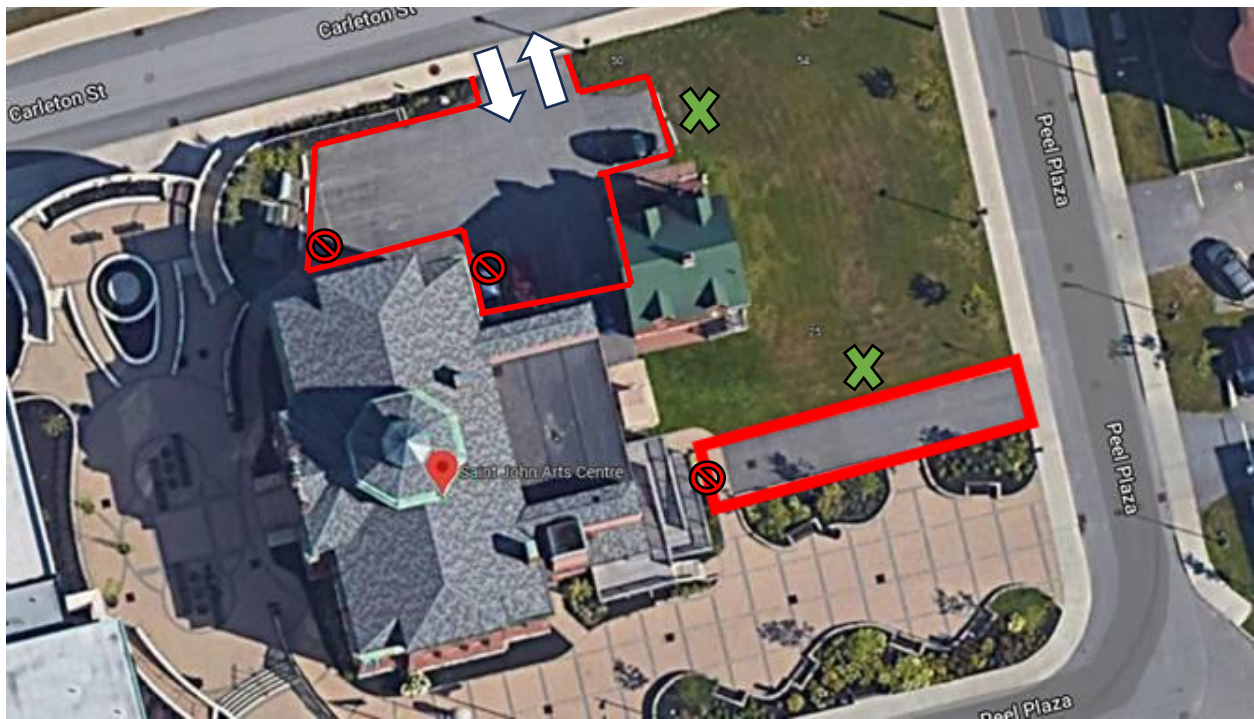
33 spaces



The snow should be pushed to the edge of the parking lot, marked by an X. There is a walkway that should be kept clear.

#19 SJ Arts Centre – 50 Carleton Street

Main parking lot 23 spaces & Loading zone – 3 spaces



The snow should be pushed on to the grass in the area marked with an **X**. Avoid pushing snow against the building and into pathways marked with **⊘**.

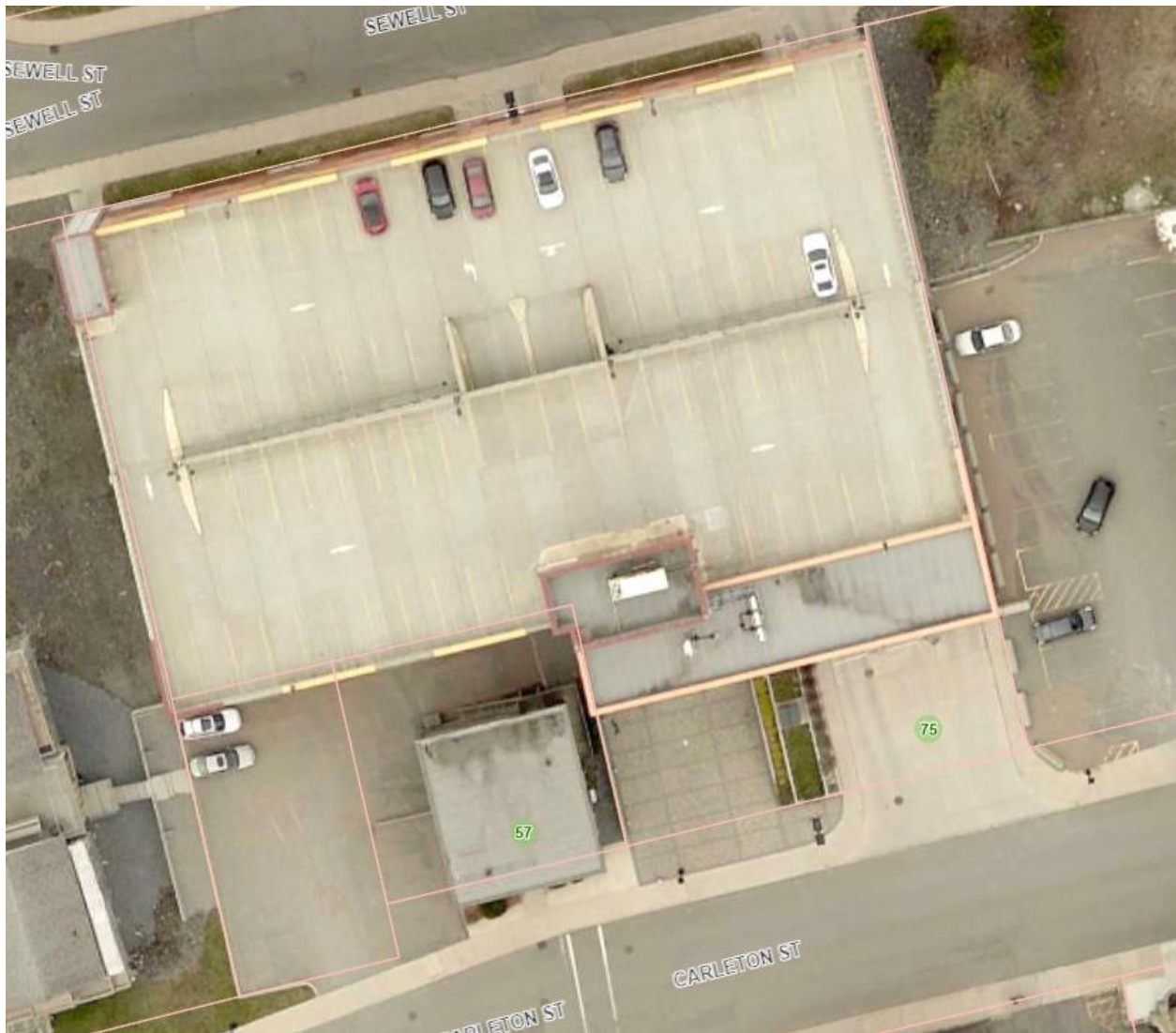
#20 Peel Plaza Police Headquarters – 1 Peel Plaza

Exit of underground parking



Snow should be pushed to the area marked with the **X**.

#21 Peel Plaza Parking Garage – 75 Carleton Street



Snow removal from roof as needed. Must be completed with a piece of small equipment such as a bobcat, as a full-size piece of equipment cannot get into the garage.

The roof top is closed during the winter, so snow removal is only needed if there is a significant amount of snow.