



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, SEPTEMBER 23, 2003

If the legal name or address below is not correct, please revise it before submitting your Bid.

Company Name _____

Address _____

**BUYER: Coleen Groening
TELEPHONE NO. (204) 986-2491**

Please quote prices, on the attached Form B: Prices, for:

Snow Clearing on Local Streets within the South Area (St. Norbert)

THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 453-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) days following the Submission Deadline.

Signature: _____

TERMS AND CONDITIONS – SERVICES**1. BIDDING PROCEDURES**

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City 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 City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid 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.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
- employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - failure to pay a workers compensation assessment, or federal or provincial taxes;
 - unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
- abandons the Work; or
 - is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
 - in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
 - fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
 - fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
 - fails to comply with any laws, by-laws or statutory regulations; or
 - fails to provide competent supervision for the Work; or
 - fails to submit any schedules, documents or information required by the Contract; or
 - refuses or neglects to comply with an order given by the City;
 - commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
- withhold or retain the whole or part of any payment;
 - take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
 - demand payment for any amount owed to the City.

- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

UNIT PRICES

FORM B: PRICES

SNOW CLEARING ON LOCAL STREETS WITHIN THE SOUTH AREA (ST. NORBERT)

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Clear snow on the Priority II (Bus Routes and Collectors) Streets System	17	Lane km	39.03		
2.	Clear snow on the Priority III (Residential) Streets System	17	Lane km	81.09		
3.	Snow hauling with Semi-Trailer Dump Trucks	18	Hours	20		
4.	Snow clearing with Loaders in the J2/J3 Class	18	Hours	30		
5.	Snow clearing with Loaders in the J5 Class	18	Hours	20		
6.	Snow clearing with Motor Graders (minimum K4 Class)	18	Hours	20		

Total Bid Price (GST Extra) (in figures) \$ _____

(in words) _____

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Name of Bidder

SPECIFICATIONS

1. GENERAL

- 1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

- 2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of the award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**Highway**" means any place or way, including any structure forming part thereof, which or any part of which the public is ordinarily entitled or permitted to use for the passage of vehicles or pedestrians, with or without fee or charge thereof, and includes all the space between the boundary lines thereof, whether or not used for vehicular or pedestrian traffic; and, without restricting the generality of the foregoing, includes roads, road allowances, streets, lanes, thoroughfares, sidewalks, and other means of communication dedicated to the public use as highways as so defined, and also includes all bridges, subways, underpasses, grade separations, piers, wharves, ferries, and squares, and the road improvements thereon, dedicated to the public use.
- (h) "**Roadway**" means the paved portion of the street that is used exclusively for the passage of motorized vehicles.
- (i) "**Street**" means a highway over which the City of Winnipeg has jurisdiction.
- (j) "**Sidewalk**" means the paved portion of the street that is used exclusively for a passage of pedestrians.
- (k) "**Back lane**" means a highway situated wholly within the limits of any city, town or village or restricted speed area or reduced restricted speed area which has been designated, constructed and intended to provide access to and service at the rear of places of residence or business and includes alleys having a right-of-way width of not more than 9 metres.
- (l) "**Boulevard**" means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways or a divided highway.
- (m) "**Street Right-of-Way**" means the limit of the publicly owned land acquired for and devoted to streets, boulevards, sidewalks, appurtenances, as well as underground facilities.
- (n) "**Private Approach**" and "**Approach**" means a roadway, culvert crossing or other structure theretofore and hereafter, erected, installed or maintained in a street between the property of an owner and the nearest curb or edge of a roadway in the said street, for the use or benefit of the owner or occupant of the property adjoining or connected therewith, but does not include a roadway or other structure constructed for such purpose within an alley.

- (o) "**Traffic Lane**" means a 3.6 metre or greater width of pavement.
- (p) "**Pavement**" or the adjective "**Paved**" when used to describe a street, road, alley, sidewalk or other area, means an area which has a surface constructed of Portland Cement concrete, asphaltic concrete, brick, tile or similar material.
- (q) "**Bare Pavement**" means that the Contractor shall endeavour to completely clear the full pavement width of snow.
- (r) "**Face to face**" of curb on Priority I and II streets means the periodic exposure of the barrier curb vertical face with a maximum horizontal deviation of 150 mm (6 inches). This will enable the full width of the curb lane to be available for vehicular traffic.
- (s) "**Face to face**" of curb on Priority III streets means the periodic exposure of the top of the roll curb with a maximum horizontal deviation of 300 mm (12 inches) from the top of the curb into the traffic lane. Where barrier curb exists on Priority III streets, "face to face" curb means the periodic exposure of the barrier curb vertical face with a maximum horizontal deviation of 150 mm (6 inches).
- (t) "**Hauling**" means the relocation of cleared snow volumes by equipment normally employed for the snow clearing activity, but does not include the use of trucks.
- (u) "**Hauling away**" means the relocation of cleared snow volumes by use of trucks for purposes of transporting to a distant storage location.
- (v) "**Snow**" means all forms of frozen precipitation including ice associated with such snow.
- (w) "**Wing back**" means the Contractor shall push back the windrow to create storage space for snow in future plowing operations.

3. **CONTRACT ADMINISTRATOR**

The Contract Administrator is:

Mr. Ken Boyd, P. Eng.
Support Services Engineer
Public Works Department
Streets Maintenance Division
104-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

Telephone No. (204) 986-5076

Facsimile No. (204) 986-5566

4. **SCOPE OF WORK**

- 4.1 Contract snow clearing shall supplement the City of Winnipeg's snow clearing operations. Snow clearing shall be performed on those bus route and collector, and residential streets listed in Appendices A and B, where full width snow clearing is required on all or a major portion of the above streets.
- 4.2 The major components of the Work are as follows:
 - (a) full width snow clearing on the Priority II (Bus Routes and Collectors) Street System identified in Appendix A;
 - (b) full width snow clearing on the Priority III (Residential) Street System identified in Appendix B;
 - (c) opening and keeping streets open during a major snowfall and/or snow blizzard;
 - (d) other winter maintenance activities as required between major snowfalls.
- 4.3 The Contract Administrator reserves the right to perform routine winter maintenance on the streets listed in Appendices A and B using City forces.

Routine winter maintenance includes:

- (1) curb lane spot plowing of street sections;
- (2) full width spot plowing of street sections;
- (3) curb lane truck plowing;
- (4) full width truck plowing;
- (5) widening for snow storage;
- (6) snow hauling;
- (7) clearing of drainage inlets in spring.

5. CONTRACTOR'S SUPERVISION AND COMMUNICATION

- 5.1 The Contractor shall have a qualified Supervisor on duty during all snow clearing activities regardless of the type and magnitude of the operation.
- 5.2 The Contractor's Supervisor shall have two-way communications with the Contractor's office and field crews, and continuously direct, coordinate and inspect the work of the field crews.
- 5.3 The Supervisor, or his designate, shall provide a means of two-way communications with City staff involved in the inspection of contract snow clearing operations. Failure by the Contractor to supply two-way communication to the City staff by first call-out will result in the City furnishing such equipment and deducting costs from the contract payment.
- 5.4 The Contractor shall have the capability of receiving facsimile transmission (fax machine) and shall supply the facsimile number to the Contract Administrator.

6. REGULATIONS, ACTS AND BY-LAWS

- 6.1 The Contractor shall comply with all applicable acts and by-laws including but not restricted to, the following: Workplace Health and Safety Act, City of Winnipeg Streets By-law, City of Winnipeg Traffic By-law, Manitoba Highway Traffic Act and Manual of Temporary Traffic Control in Work Areas on City Streets.
- 6.2 Any fines or penalties that may be levied against the Contractor under any City By-Law will not be considered part of any liquidated damages in connection with this Contract.

7. TRAFFIC MOVEMENT AND PARKING RESTRICTIONS

- 7.1 After a significant snowfall, overnight parking may be restricted on all Priority II streets with the declaration of the Major Snowfall Parking Ban. This By-Law, when declared by the Mayor, prohibits parking on Priority II streets between the hours of midnight and 06:00. The ban will normally last for twenty-four (24) hours but may be extended.
- 7.2 During snow clearing operations, the Contractor shall take all reasonable measures to facilitate the movement of traffic.
- 7.3 The Contractor may erect temporary "No Parking" signs on streets or portions of street where parked vehicles may obstruct the snow clearing operation. The Contract Administrator will have the right to have parked vehicles removed, provided that the signs are installed in accordance with the Public Works Department procedure.
- 7.4 The Contractor may obtain up to 50 of these temporary signs from area offices.
- 7.5 All of these signs must be returned to the respective area offices after the snow clearing operation is completed. The number of signs returned must correspond to the number that had been originally handed out.

- 7.6 The Contract Administrator will refuse all signs returned which cannot be utilized. The Contractor must reimburse the City of all signs which are rendered useless, or which are missing. Reimbursement cost will be accordance with Clause 25 of the Specification.

8. OBSTRUCTIONS

- 8.1 The Contractor shall allow in his Contract price for all inconvenience and costs, which may result from excavation work on the streets, the parking of vehicles on the roadway, vehicle movement, or any other obstruction to his work.

9. CITIZEN SNOW CLEARING COMPLAINTS

- 9.1 The Contractor shall respond immediately to rectify snow clearing deficiencies which generate citizens' complaints. If in the opinion of the Contract Administrator, the response is inadequate, then the City shall have the option of performing the necessary work and the costs of such work shall be borne by the Contractor.

10. EXTREME SNOWFALL AND BLIZZARD CONDITIONS

- 10.1 The Contractor shall provide snow clearing equipment to keep streets open during the extreme snowfall event if requested by the Contract Administrator. The Contract Administrator shall evaluate field conditions and at his discretion, continue or terminate the hourly snow clearing operations.
- 10.2 Time utilized by the Contractor to keep streets open during the snow storm shall not be part of the time limits established in Clause 17 of the specification.
- 10.3 Once notified by the Contract Administrator of the official start time for the formal snow clearing operations following extreme snowfall and/or blizzards the Contractor shall immediately initiate the snow clearing operation with at least the minimum equipment specified in Clause 12 of the specifications. Additional equipment may be required in order to complete the snow clearing operations within the time limits established by the Contract.

11. QUANTITIES

- 11.1 The estimated quantities identified on Form B: Prices (Unit Price) for the clearing and hauling of snow on the Priority II and III street systems are based on the following:
- (1) **Item No. 1 - Priority II (Bus Routes and Collector) Street System:** The approximate quantity is based on 13.01 lane kms of street for three (3) clearing operations of 0-10 cm.
 - (2) **Item No. 2 - Priority III (Residential) Street System:** The approximate quantity is based on 27.03 lane kms of street for three (3) clearing operations of 0-10 cm.
- 11.2 The total length of lane kilometres, as established by the Public Works Department, are provided in Appendix "A" - Priority II Street System, and Appendix "B" - Priority III Street System. In the event that streets are either added or deleted from any street system, then the total length of lane kilometres shall be adjusted correspondingly for the purpose of measurement and payment.
- 11.3 Appendix "C" showing the precipitation of snow based on the meteorological summary of the Environment Canada Atmospheric Environment Services for the last 40 years, is provided strictly for the information of Bidders.

12. MINIMUM EQUIPMENT REQUIREMENTS

- 12.1 The Contractor shall provide the following minimum quantity and type of equipment in first class working condition:
- (a) 2 motor graders (K4/K5);

(b) 2 loaders (J2/J3/J5);

12.2 All equipment shall be made available for inspection by the Contract Administrator or his designate prior to the award of Contract.

12.3 The Contractor is not required to own the equipment at the time and date set for final receipt of bids. The Contractor shall, however, provide the Contract Administrator, within 72 hours of being requested, the name of the registered owner of each proposed piece of equipment and a copy of a binding Contract, or option to purchase or to contract, for the use of the equipment for the duration of the Contract.

13. COMMENCEMENT OF WORK

13.1 When snow accumulation approaches the levels specified in Clause 17 of the Specifications, the Contractor shall be prepared to immediately dispatch the equipment and personnel necessary to perform the work. When heavy precipitation occurs, the Contractor shall be prepared to dispatch additional equipment and personnel in accordance with Clause 17.

13.2 Work for each snow clearing operation shall commence only upon the instructions of the Contract Administrator.

13.3 The hour for the end of snowfall will be determined by the Contract Administrator based upon information provided by Environment Canada, Atmospheric Environment Services.

14. PRIORITY OF WORK

14.1 Work for each snow clearing operation shall proceed continuously, quickly, promptly and diligently in order that the work be completed in its entirety to the satisfaction of the Contract Administrator within the specified time period following the designated time of commencement of clearing operations on each of the street system categories.

14.2 Normally, Priority II (Bus Routes and Collectors) Streets shall receive the highest priority for snow clearing and then Priority III (Residential) Streets. However, the Contract Administrator may direct otherwise and the Contractor shall conform to all such directives, either oral or written.

15. COMPLETION OF WORK

15.1 Work for each full width snow clearing operation shall be completed within the time periods specified in Clause 17 of the Specifications following the authorized time for commencement of work.

15.2 If there is additional precipitation before the expiration of the specified time period, the Contract Administrator will define the end of the most recent snowfall and will set another time limit based on the quantity of precipitation.

15.3 Where in the opinion of the Contract Administrator the amount of snowfall and/or accompanying severe drifting conditions makes it impractical to complete the full width snow clearing operation with the Contractor's full complement of equipment and continuous effort, the Contract Administrator may, at his sole discretion, extend the time limits specified.

16. DURATION OF CONTRACT

16.1 The Contractor shall perform the Work of this Contract on an "as-required" basis from October 15, 2003 to April 15, 2004, except as hereinafter specified:

(1) the Contractor may be required to remove snow which has fallen prior to October 15th in the year of the Contract and is on the streets as of that date;

- (2) the Contractor shall continue and complete all authorized work for a snowfall that begins on or before April 15th of the Contract, notwithstanding that the work occurs after April 15th; and,
- (3) the Contractor shall remedy all damage and deficiencies such as curb damage by June 30th following the Contract year.

17. SNOW CLEARING REQUIREMENTS

17.1 GENERAL WORK

- (1) The entire shoulder width of highway type pavement shall be cleared of snow during the snow clearing operation.
- (2) The entire length of the curb along the centre median shall be cleared to the face of the curb.
- (3) Snow shall be cleared from centre median crosswalks and shall be stored on the side boulevards.
- (4) Snow from centre median openings and traffic storage lanes shall be removed and stored in the side boulevards.
- (5) Windrows at all intersections, cross walks, corridors, railway crossing and private approaches shall be removed in the initial clearing operations. The windrows shall be pushed downstream of traffic or into available storage area on the street right-of-way in order to eliminate blind spots for motorists. Snow shall not be piled on boulevards at corners so as to block visibility of vehicles moving through the intersection.
- (6) Windrows at pedestrian corridors shall be cleared for a distance of fifteen (15) metres approaching the corridor and five (5) metres leaving the corridor on undivided roadways and for a distance of fifteen (15) metres approaching the corridor on divided roadways.
- (7) Windrows at bus stops shall be removed to a distance of 12 m upstream from the bus stop sign. The bus stop platform shall be level to provide a safe footing for pedestrians.
- (8) Snow windrows at hydrants shall be removed a loader bucket width and a path cleared to hard surface from the curb to the hydrant.
- (9) Snow windrows shall be removed a loader bucket width and a path cleared to hard surface from the curb to the sidewalk at a limited number of locations designated as handicapped access. Actual addresses will be supplied to the successful Contractor after Contract award.
- (10) Snow shall be removed around all G.R.E.A.T. (Guard Rail Energy Absorbing Terminal) and Energite Barrel installations. The G.R.E.A.T. units are used as crash cushions on the ends of guardrails to avoid abrupt stoppage of a vehicle. The Energite Barrel installations are used as crash cushions near overhead signs or any posts, which do not have breakaway bases. This work must be done carefully (by hand where necessary) such that the installations are not hit by snow clearing equipment or left covered in snow. The locations of the limited number of installations will be supplied to the Contractor after the award.
- (11) Where adequate storage exists adjacent to the street, snow spillage onto the street as a result of the snow clearing operation shall be removed immediately by the Contractor. Any snow not removed may be removed by the City and the cost of the Work charged to the Contractor.
- (12) Where adequate storage is not available on the boulevard adjacent to the street, and where reasonable care is employed, snow spillage onto adjacent sidewalk area will be removed by the City at its own cost.

- (13) The City reserves the right, at its sole discretion, to allow windrow snow storage on the curb lane where no storage exists, provided that a reasonable attempt, satisfactory to the Contract Administrator or his designate, is made to minimize the extent of the encroachment during the Contractor's snow clearing operation. This storage shall only be utilized when specifically directed to do so by the Contract Administrator or his designate and only during unusual snow and blizzard conditions.
- (14) Snow shall not be deposited on islands between a yield or turnoff and the main roadway.
- (15) Snow shall not be stored or deposited on private property.
- (16) Snow from snow clearing operations shall not be deposited in sidewalk areas. All sidewalk ends at intersections must be cleared of snow in order to provide access for pedestrians.
- (17) Snow from intersection windrows shall not be placed in bus stop areas.

17.2 PRIORITY II (BUS ROUTES/COLLECTORS) STREETS (See Appendix "A")

- (1) Snow clearing activities on Priority II streets includes:
 - (i) Full width snow clearing.
 - (ii) Curb lane snow clearing.
 - (iii) Interim plowing during major snowfalls.
 - (iv) Other winter maintenance work.
- (2) Snow clearing on Priority II streets may be required after:
 - (i) A recent accumulation of 5 cm or more of snowfall.
 - (ii) Poor street conditions caused by less than 5 cm of recent snow accumulation accompanied by snow drifting.
 - (iii) Gradual accumulation of snowfall results in poor street conditions.
- (3) Priority II streets shall be completed within a twenty-four (24) hour period for a clearing operation of a recent accumulation following the time of commencement designated by the Contract Administrator.
- (4) Priority II streets shall be cleared to bare pavement over the full pavement width. The Contractor shall wing back snow windrows in order to create the required storage as directed by the Contract Administrator.
- (5) Payment for the full width snow clearing of Priority II streets will be made at the tendered unit price bid per lane kilometre and all the work herein described shall be considered as incidental to the Contract and no further compensation will be considered.

17.3 PRIORITY III (RESIDENTIAL) STREETS (See Appendix "B")

- (1) Residential streets shall normally be cleared after:
 - (i) A recent snow accumulation of 15 cm or more.
 - (ii) Poor street conditions caused by less than 15 cm of recent snow accumulation accompanied by snow drifting.
 - (iii) Gradual accumulation of snowfall resulting in poor street conditions.
- (2) Residential streets shall normally be cleared after Priority II streets.
- (3) Priority III streets shall be completed within a thirty-six (36) hour period following the commencement time designated by the Contract Administrator.

When Priority III streets are plowed subsequent to the clearing operation of Priority II streets, the Priority III streets shall be completed within forty-eight (48) hours following the commencement time for the clearing of the Priority II streets.

- (4) Priority III streets shall be cleared to bare pavement over the full pavement width. The Contractor shall wing back snow windrows in order to create the required storage as directed by the Contract Administrator.

Notwithstanding the requirements of this specification, abnormal snow and ice conditions may make it impossible to adequately clear the Priority III streets to bare pavement. On those occasions, the Contract Administrator shall determine the level of snow clearing required and the time required to complete the operation.

- (5) Payment for the full width snow clearing of Priority III streets will be made at the tendered unit price bid per lane kilometre and all the Work herein described shall be considered as incidental to the Contract and no further compensation will be considered.

18. HOURLY EQUIPMENT SERVICES

18.1 GENERAL

- (1) Snow clearing equipment shall be supplied on an hourly basis when requested by the Contract Administrator for winter maintenance activities between storms and opening up streets and keeping them open during major snow storms and blizzards.
- (2) Snow hauling equipment shall be supplied on an hourly basis when requested by the Contract Administrator for the loading and hauling away of snow between major snowfalls.
- (3) Any equipment supplied by the Contractor on an hourly basis shall meet the following specifications:
- **Semi-Trailer Dump Trucks:** Category 3 GVW 36,500 kg
 - **J2 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader, SAE Net Horsepower - 75-125 HP, Operating Weight - 15,000-20,000 lbs., Bucket Size – 1.2 – 2.3 cu. yd.
 - **J3 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader, SAE Net Horsepower - 100-150 HP, Operating Weight - 20,000-25,000 lbs., Bucket Size – 2.3 – 3.2 cu. yd.
 - **J5 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader, SAE Net Horsepower - Minimum 150 HP, Operating Weight - 30,000-38,000 lbs Bucket Size – 3.2 cu. yd. and over.
 - **K4 Class Motor Graders:** Minimum 140 Flywheel Horsepower
- (4) Contract supervision shall be in accordance with Clause 5 of the Specification.
- (5) The Contract Administrator may request snow clearing equipment on an hourly basis up to the number of pieces of equipment specified in Clause 12. Equipment.
- (6) Contractors will be required to fill out approved work tickets showing hours of work, type of equipment, equipment model and serial number. All work tickets must be signed by the City inspector and a representative of the Contractor to be valid.

- (7) Payment for hourly equipment will be made based on the hours actually worked and the unit price per hour shown in Form B: Prices. There will be no overtime premium for Work under this Contract.

19. EQUIPMENT OPERATION

19.1 LIGHTING

Each vehicle and each piece of equipment shall be provided with all of the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba.

Notwithstanding the generality of the foregoing, the Contractor shall ensure that all equipment is equipped with lighting systems sufficient to facilitate the work. At a minimum, all equipment must be equipped with the following lighting:

- (1) at least two headlights;
- (2) at least two rear running lights;
- (3) turning signals front and rear;
- (4) stop light at rear;
- (5) at least one flashing or oscillating blue or amber light; and
- (6) if the machine is in excess of 2 metres wide, at least four clearance lights (one green or amber light on each side at the front, facing the front, and one red light on each side at the rear facing rear-ward).

19.2 IDENTIFICATION

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

19.3 COMMUNICATION

At least one piece of equipment in a crew working in a specific area must have a means of two-way communications with the Contractor's Supervisor and office.

20. ADDENDA

20.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.

20.2 The Buyer will issue each addendum to all Bidders by:

- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
- (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.city.winnipeg.mb.ca/matmgt/bidopp.stm>.

20.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

20.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

21. BID SUBMISSION

21.1 The Bid Submission consists of the following components:

- (a) Request for Quotation cover page completed and signed;

(b) Form B: Prices.

21.2 Bids may be submitted by:

- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
- (b) facsimile transmission (fax) to (204) 949-1178.

21.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

21.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

22. PRICES

22.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices (Unit Price).

22.2 The work shall be measured and paid for on a unit basis. The units to be measured and paid shall be as identified on Form B: Prices.

22.3 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.

22.4 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.

22.5 The unit prices shall exclude the Goods and Services tax which shall be extra where applicable.

23. QUALIFICATION

23.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) proof that all persons who will be undertaking the work or any portion thereof are covered by Workers Compensation;
- (h) such other pertinent data as may be required by the Contract Administrator.

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

24. MEASUREMENT AND PAYMENT

24.1 This section will govern payment for full width clearing of snow and hauling services for snow removal performed by the Contractor which include:

- (1) Clearing and hauling services for snow after a recent accumulation of snow;
- (2) Clearing and hauling services after a gradual accumulation of snow where, in the opinion of the Contract Administrator, such clearing and hauling services are warranted;
- (3) Clearing and hauling services after a recent accumulation of snow combined with a gradual accumulation of snow; and
- (4) Maintenance snow clearing services between storms and keeping streets open during major snowstorms and/or blizzards

on the streets specified in this Contract.

24.2 In this Contract, each such direction by the Contract Administrator for clearing and hauling services for snow removal and the performance thereof by the Contractor shall be referred to as a "clearing operation".

24.3 The Contract Administrator will have the authority to determine whether any clearing and hauling operation constitutes a recent accumulation, a gradual accumulation or a combination of the two. The guideline to be utilized by the Contract Administrator for determining whether a clearing operation is a recent accumulation or a gradual accumulation will be that, where 5 cm or more of snow has fallen over the 48 hour period preceding the direction to commence clearing services, the accumulation will be considered a recent accumulation. Otherwise, the clearing operation will be considered a gradual accumulation.

24.4 Payment will be made for full width clearing and hauling operations on Priority II (Collector) Streets and Priority III (Residential) streets based on the unit price per lane kilometre and a snow accumulation factor (F) which is dependent on the quantity of snowfall and the type of snow accumulation. The payment for all clearing operations will be based on multiplying the tendered rate (R) for items (1) to (2), on Form B: Prices (Unit Price), as the case may be, by the length in kilometres of traffic lanes cleared (L), as determined by the Contract Administrator, multiplied by the snow accumulation factor (F), as determined by the Contract Administrator; or $\text{Payment} = R \times L \times F$.

The snow accumulation for purposes of payment for a recent accumulation shall be the quantity of snow deemed to be cleared/hailed by the Contractor as determined by the Contract Administrator in accordance with this section. There may be hourly snow hauling, plowing and/or salting operations carried on by others on some portions of the street systems affected by this Contract. Therefore, the depth of the snow accumulation to be used for payment for the removal of a recent accumulation will be that portion of snow that has recently fallen immediately preceding the start of a clearing operation and during the said operation, but not including cleared or removed by others or by environmental processes, as determined solely by the Contract Administrator. The depth of snowfall will be based on official reports from a weather consulting service. Notice of any dispute by the City arising from the amount of snow accumulation used to calculate payments for a recent clearing operation shall be forwarded to the Contract Administrator within 15 days of the City notifying the Contractor of the amounts used for payment for a given clearing operation. Failure by the Contractor to give notice of such dispute within the time specified shall preclude the Contractor from disputing the amount for which the City will pay.

No payment will be made for gradual accumulation after March 15 of the contract year in the event that all of the gradual accumulation has completely melted and does not physically exist on the street at the time of a plowing operation initiated by a recent accumulation. This determination will be made by the Contract Administrator.

The snow accumulation factor will be determined by the appropriate formula based on the type of accumulation and the quantity of snowfall. The formulae to be used to calculate the snow accumulation factor for each payment scenario are identified in the following table and are further detailed in the sections and examples following the table:

Type of Accumulation	Snowfall Measurement	Snow Accumulation Factor Calculation
(1) Recent	0-10.0 cm	$F = 1.000$
(2) Recent	Greater than 10.0 cm	$F = 1 + (0.90 \times (x - 10) / 10)$ where x is the number of centimetres of recent accumulation snowfall.
(3) Gradual	Since Dec. of contract year or since the preceding clearing operation, whichever is later.	$F = 1.000$ or $F = (0.30 \times y) / 10$, whichever value is greater, where y is the number of centimetres of gradual accumulation snowfall.
(4) Combination of recent and gradual	0-10.0 cm (x) of recent and y cm of gradual since Dec. 15 of contract year or since the preceding clearing operation, whichever is later.	$F = 1.000$ or $F = (x + (0.30 \times y)) / 10$, whichever value is greater, where x is the number of centimetres of recent accumulation snowfall and y is the number of centimetres of gradual accumulation snowfall.
(5) Combination of recent and gradual	Greater than 10.0 cm of recent (x) and y cm of gradual since Dec. 15 of contract year or since the preceding clearing operation, whichever is later.	$F = 1 + (0.90 \times (x - 10) / 10) + ((0.30 \times y) / 10)$, where x is the number of centimetres of recent accumulation snowfall and y is the number of centimetres of gradual accumulation snowfall.

- (1) For a clearing operation required as a result of a recent accumulation of ten (10) cm or less (0-10 cm), the accumulation factor (F) is 1.00. Payment will be made at the tendered rate multiplied by the length in kilometres of traffic lanes cleared multiplied by 1.000.

Example: The total payment for a clearing operation after 9.3 cm of recent accumulation would be (Tendered unit rate x lane kilometres x 1.000).

- (2) For a clearing operation required as a result of a recent accumulation in excess of ten (10) cm, the accumulation factor will be determined by adding 1.000 (which is the factor for the first ten (10) cm) to 90% of the snow accumulation in excess of 10 centimetres divided by 10. Payment will be made at the tendered rate multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: The snow accumulation factor for a clearing operation after 14.3 cm of recent accumulation, would be based on the calculation, $F=1+(0.9 \times (14.3-10)/10)=1.387$. The total payment for the clearing operation would be (Tendered unit rate x lane kilometres x 1.387).

- (3) For a clearing operation required as a result of a gradual accumulation, the snow accumulation factor would be 1.000 or 30% of the gradual accumulation divided by 10, whichever value is greater. Payment will be made at the tendered rate multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: Assume that, on February 28, the condition of the Priority III streets was such that a plowing operation was required and that no snowfall had occurred in the past 48 hours. The date of the last clearing operation was January 28 and 19 cm of snowfall (gradual accumulation) had fallen since that date. The snow accumulation factor would be 30% of 19 cm divided by 10, or $F = (0.30 \times 19) / 10 = 0.570$. Since the calculated factor is less than 1.000, the greater value of 1.000 would be used and the total payment for the clearing operation would be (Tendered unit rate x lane kilometres x 1.000).

- (4) For a clearing operation required as result of a recent accumulation of 10.0 cm or less (0-10 cm) and where there has also been gradual accumulation measured since December 15 of the contract year or since the immediately preceding clearing operation, whichever is later, the snow accumulation factor will be 1.000 or the value calculated by adding the recent accumulation to 30% of the gradual accumulation and dividing the sum by 10, whichever value is greater. Payment will be made at the tendered rate multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: Assume that during the contract year there has been a snowfall on January 20 of 5.0 cm with severe winds, and in the opinion of the Contract Administrator, there is need for a snow clearing operation. Assume further that 14.5 centimetres of snow has gradually accumulated between December 15th and the commencement of the recent accumulation on January 20th. The snow accumulation factor and payment would be calculated as follows:

- i) *The recent accumulation of 5.0 cm is added to 30% of the gradual accumulation of 14.5 cm and the sum divided by 10 or $F = (5.0 + (0.30 \times 14.5)) / 10 = 0.935$. Since the calculated factor is less than 1.000, the total payment for the clearing operation would be (Tendered unit rate x lane kilometres x 1.000).*

Assume that in the above scenario the snowfall on January 20th was 8.0 cm. Then the snow accumulation factor and payment would be calculated as follows:

- ii) *The recent accumulation of 8.0 cm is added to 30% of the gradual accumulation of 14.5 cm and the sum divided by 10 or $F = (8.0 + (0.30 \times 14.5)) / 10 = 1.235$. The total payment for the clearing operation would be (Tendered unit rate x lane kilometres x 1.235).*

- (5) For a clearing operation required as result of a recent accumulation of greater than 10.0 cm and where there has also been gradual accumulation measured since December 15 of the contract year or since the immediately preceding clearing operation, whichever is later, the snow accumulation factor will be determined by adding 1.000 (which is the factor for the first ten (10) cm of recent accumulation) to 90% of the recent snow accumulation in excess of 10 centimetres divided by 10 and then adding 30% of the gradual accumulation and divided by 10. Payment will be made at the tendered rate multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example - Assume that during the contract year there has been a snowfall on January 20 of 16.8 cm and, in the opinion of the Contract Administrator, there is need for a snow clearing operation. Assume further that 20.5 cm of snow has gradually accumulated between December 15th and the commencement of the recent accumulation on January 20th. The snow accumulation factor and payment would be calculated by adding 1.000 for the first 10 cm of recent accumulation to 90% of 6.8 cm (which is the recent snow accumulation in excess of 10 cm) divided by 10 and then adding 30% of 20.5 cm (which is the gradual accumulation) divided by 10, or $F = 1.000 + (0.90 \times (16.8 - 10) / 10) + ((0.30 \times 20.5) / 10) = 2.227$. The total payment for the clearing operation would be (Tendered unit rate x lane kilometres x 2.227).

- 24.5 Payment shall be made for snow clearing services, such as maintenance snow clearing between snow storms and snow clearing during major storms/blizzards, as specified in Clause 18 of the Specifications at the tendered hourly rate per equipment class on Form B: Prices (Unit Price), as the case may be, multiplied by the hours actually worked for each specific class as determined by the Contract Administrator.
- 24.6 Payment for wings, ice blades, and/or straight blades for Motor Graders engaged in a full width snow clearing operation shall be included in the unit price bid per lane kilometre.

24.7 Those attachments specifically requested by the Contract Administrator or his designate will be compensated for at the same rate per hour as those specified in the "Hourly Rental Rate for Streets and Transportation Department - 2003/2004 for respective Snow Season".

24.8 The City shall guarantee to pay to the Contractor a minimum amount (referred to as the "guaranteed minimum amount") equal to 40% of the bid price for each Contract year shown on Form B: Schedule of Prices (Unit Price).

Payment for Work done shall be as provided in D20 and all such payments shall be deducted from the guaranteed minimum amount.

On December 31st of the contract year, all payments received by the Contractor under this Contract will be totalled and the total compared with 10% of the total bid price. If the total of the payments received is less than 10% of the total bid price, then the difference between the aforesaid figures will be paid to the Contractor as an advance on the guaranteed minimum amount. The amount of the advance will be set off against subsequent payments for work done by the Contractor.

On February 28th of the Contract year, all payments received by the Contractor under this Contract for work done and as an advance on the guaranteed minimum amount will be totalled and that total compared with 25% of the total bid price. If the total of the payments received is less than 25% of the total bid price, then the difference will be paid to the Contractor as an advance on the guaranteed minimum amount. The amounts of any advances received by the Contractor will be set off against subsequent payments for work done by the Contractor pursuant to the contract.

At the conclusion of the contract year, all payments received by the Contract or under this Contract for work done or as an advance on the guaranteed minimum amount will be totalled and that total compared with the guaranteed minimum amount. Only when the total of the payments received is less than the guaranteed minimum amount will additional monies be payable by the City to the Contractor under the terms of this Contract.

24.9 It is the City of Winnipeg's intent to hold back five (5) percent of progress estimates for all Work performed under this Contract as a damage deposit relating to Clause 26 of the Specifications. These funds will be released when damages are rectified in accordance with Clause 26.

25. PENALTIES

25.1 Where the Contractor does not satisfactorily complete the work on Priority II or III streets in accordance with the time and quality requirements specified in Clause 17 of the specifications, the Contractor shall be assessed a penalty in the amount of \$1,000.00 or an amount equal to fifty percent (50%) of the unit price bid per lane kilometre times the lane kilometres not satisfactorily completed, whichever is greater, for each street priority.

25.2 Where the Contractor does not satisfactorily perform any snow clearing operation in accordance with the requirements of Clause 17 of the specifications, particularly in reference to the quality of the work following an inspection by the Contract Administrator or his agents, the Contractor shall be requested to rectify the portion of streets found to be unsatisfactory in quality within 36 hours or in a time period to be agreed to by the Contract Administrator. Failure to respond may result in the City performing the required work and charging the cost of such work back to the Contractor.

25.3 Any performance deficiency related to Clause 17 such as, but not limited to, depositing snow in unauthorized locations, depositing snow on private property, or not removing snow windrows from approaches, shall be rectified immediately by the Contractor. Failure to respond will result in the City or its agent rectifying the deficiencies and charging the costs back to the Contractor.

25.4 Where the Contractor fails to return temporary "No Parking" signs to Area offices by the time indicated in Clause 7 of the Specifications, the Contractor shall be assessed seventy five dollars (\$75.00) per sign.

26. DAMAGE TO PUBLIC AND PRIVATE PROPERTY

- 26.1 The Contractor will be held responsible for any damage to City or private property sustained as a result of his snow clearing operation. Prior to commencement of the first clearing operation, the Contractor shall document and/or photograph all existing damage to pavements, curbs, utilities, street furniture, street signs, parking meters, etc., and shall provide this information to the City for verification.
- 26.2 Any damage to pavements, boulevards, trees, etc. that in no way present a hazard to either pedestrian or vehicular traffic shall be rectified by the Contractor in accordance with City of Winnipeg specifications prior to June 30 following the snow clearing season. Damages not rectified by June 30 may be rectified by the City or its agents and all costs shall be borne by the Contractor and shall be deducted from monies owing.
- 26.3 The Contractor shall repair all curbs damaged as a result of snow clearing operations. The repairs will be conducted at the exact locations at which the curb damage was assessed.
- 26.4 Any damage to street appurtenances such as, but not limited to, street light standards, signal lights, hydrants, valve boxes, railway signal arm protective devices shall be rectified immediately. If in the process of clearing snow from a street, the Contractor dislodges a manhole frame, it must be restored immediately. Failure to rectify damages immediately may result in the damages being rectified by the City or its agents and the associated costs borne by the Contractor. In the event that the manhole frame is damaged beyond replacement, the Contractor shall immediately install temporary warning devices to protect pedestrians and vehicles and notify the City at 986-2626, so that a repair can be made by City forces. The costs for such repair will be borne totally by the Contractor.
- 26.5 The Contractor shall have in his possession, a sufficient number of City of Winnipeg "blue box" recycling bins to immediately replace any recycling bins destroyed, lost or misplaced by his operations. The cost of replacement of recycling bins for situations herein described shall be borne totally by the Contractor.

27. ENQUIRIES

- 27.1 All enquiries shall be directed to the Contract Administrator identified in Clause 3 of the specifications.
- 27.2 If the Bidder finds errors, discrepancies or omissions in the Tender Package, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- 27.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender Package will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- 27.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender Package will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- 27.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to Clause 27 unless that response or interpretation is provided by the Contract Administrator in writing.

28. INSURANCE

- 28.1 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) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations

endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

28.2 Deductibles shall be borne by the Contractor.

28.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

28.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

29. WORKERS COMPENSATION

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

30. EVALUATION CRITERIA

30.1 Award of this Contract will be based on the following evaluation criteria:

- | | | |
|-----|--|-----------|
| (a) | conformance of the Bid with the requirements of the RFQ | pass/fail |
| (b) | qualifications of the Bidder pursuant to Clause 1.10 of the terms and Conditions | pass/fail |
| (c) | Total Bid Price | 100% |

30.2 The Award authority shall reject any bid submitted by a Bidder who does not demonstrate in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

30.3 Further to clause 30.1, the Bidder shall:

- (a) submit, within two (2) 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;
- (b) provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the work.

30.4 The Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each items shown on Form B: prices.

30.5 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each items shall take precedence.

31. AWARD OF CONTRACT

31.1 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

31.2 Without limiting the generality of 31.1, the City will have no obligation to award a Contract where;

- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgement of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- 31.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 31.4 The City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- 31.5 The Request for Quotation, including, but not limited to the specifications, drawings and addenda, 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.

APPENDIX "A"
PRIORITY II STREETS

Street	From	To	Where to Plow	Kms of Street	No. of Lanes	No. of Lane Kms
De L'eglise Av	Pembina Hw	St Pierre St	B/S	0.61	3	1.83
Des Trappistes St	Pembina Hw	Villeneuve Bv	B/S	0.17	3	0.51
Ducharme Av	Pembina Hw	Le Maire St	B/S	0.64	2	1.28
Grandmont Bv	Waverley St	Pembina Hw	B/S	1.58	3	4.74
Le Maire St	Grandmont Bv	Ducharme Av	B/S	0.49	3	1.47
Lemay Av	Pembina Hw	St Pierre St	B/S	0.68	2	1.36
St Pierre St	Lemay Av	De L'eglise Av	B/S	0.40	2	0.80
Villeneuve Bv	Des Trappistes St	Ducharme Av	B/S	0.51	2	1.02
				TOTAL P2		13.01

APPENDIX "B"
PRIORITY III STREETS

Street	From	To	Where to Plow	Kms of Street	No. of Lanes	No. of Lane Kms
Bellemer Dr	Grandmont Bv	Le Maire St	B/S	0.61	2	1.22
Berard Wy	Grandmont Bv	Dubois Pl	B/S	0.28	2	0.56
Bibeaudel Pl	Grandmont Bv	N. End	B/S	0.08	2	0.16
Bonin By	Grandmont Bv	S. End	B/S	0.11	2	0.22
Campeau St	De L'eglise Av	S. End	B/S	0.25	2	0.50
Champagne Cr	Lamirande Pl	Dubois Pl	B/S	0.26	2	0.52
Charette St	St Gabriel Av	Du Couvent Av	B/S	0.12	2	0.24
Cross Creek Pl	Grandmont Bv	Grandmont Bv	B/S	0.07	2	0.14
De La Digue Av	Pembina Hw	Landry St	B/S	0.20	2	0.40
Delorme By	Grandmont Bv	Grandmont Bv	B/S	0.29	2	0.58
Delorme Pl	Grandmont Bv	Delorme By	B/S	0.09	2	0.18
Demers Pl	Bellemer Dr	S. End	B/S	0.13	2	0.26
Des Trappistes	Villeneuve Bv	Du Monastere	B/S	0.56	2	1.12
Dorge Dr	Gendreau Av	Gendreau Av	B/S	0.50	2	1.00
Du Couvent Av	La Barriere St	St Pierre St	B/S	0.39	2	0.78
Dubois Pl	W. End	E. End	B/S	0.33	2	0.66
Dufort Pl	La Porte Dr	W. End	B/S	0.07	2	0.14
Gendreau Av	Le Maire St	Villeneuve Bv	B/S	0.44	2	0.88
Gervais Pl	Bellemer Dr	S. End	B/S	0.06	2	0.12
Gosselin By	Berard Wy	E. End	B/S	0.08	2	0.16
Houde Dr	Ducharme Av	Ducharme Av	B/S	1.30	2	2.60
Jolibois Pl	Bellemer Dr	N. End	B/S	0.07	2	0.14
Julien Pl	Grandmont Bv	E. End	B/S	0.06	2	0.12
La Barriere St	Lemay Av	St Therese Av	B/S	0.36	2	0.72
La Fleur Pl	Bellemer Dr	S. End	B/S	0.10	2	0.20
La Grave St	Lemay Av	Lord Av	B/S	0.18	2	0.36
La Porte Dr	Le Maire St	S. End	B/S	0.20	2	0.40
Lamirande Pl	Grandmont Bv	N. End	B/S	0.24	2	0.48
Landry St	De La Digue Av	De L'eglise Av	B/S	0.22	2	0.44

Street	From	To	Where to Plow	Kms of Street	No. of Lanes	No. of Lane Kms
Laurent Cr	Laurent Dr	S. End	B/S	0.07	2	0.14
Laurent Dr	Grandmont Bv	Grandmont Bv	B/S	0.67	2	1.34
Laurent Pl	Grandmont Bv	S. End	B/S	0.08	2	0.16
Le Maire St	Ducharme Av	Gendreau Av	B/S	0.33	2	0.66
Leclair Pl	Payment St	E. End	B/S	0.06	2	0.12
Lemay Av	St Pierre St	Lord Av	B/S	0.27	2	0.54
Lestang St	Houde Dr	Gendreau Av	B/S	0.08	2	0.16
Lord Av	St Pierre St	N. End	B/S	0.62	2	1.24
Macbell Rd	Cloutier Dr	S. End	B/S	0.13	2	0.26
Mestre Pl	Grandmont Bv	Grandmont Bv	B/S	0.04	2	0.08
Nolin Av	Grandmont Bv	Lamirande Pl	B/S	0.22	2	0.44
Nolin Pl	Nolin Av	N. End	B/S	0.09	2	0.18
Parisien Pl	Bellemer Dr	Bellemer Dr	B/S	0.05	2	0.10
Payment St	Grandmont Bv	La Porte Dr	B/S	0.41	2	0.82
Payment St Cv	Payment St	S. End	B/S	0.06	2	0.12
Peloquin By	Berard Wy	E. End	B/S	0.08	2	0.16
Pirson Cr	Grandmont Bv	Payment St	B/S	0.26	2	0.52
Ramage Pl	Bellemer Dr	W. End	B/S	0.08	2	0.16
Solomon Pl	Grandmont Bv	N. End	B/S	0.07	2	0.14
St Denis Pl	Grandmont Bv	N. End	B/S	0.08	2	0.16
St Gabriel Av	Landry St	St Pierre St	B/S	0.47	2	0.94
St Pierre St	De L'eglise Av	S. End	B/S	0.58	2	1.16
St Therese Av	Campeau St	St Pierre St	B/S	0.43	3	1.29
Station Rd	Pembina Hw	W. End	B/S	0.06	2	0.12
Stormont Dr	Cloutier Dr	E. End	B/S	0.24	2	0.48
Verrier Pl	Grandmont Bv	E. End	B/S	0.07	2	0.14
Villa Maria Pl	Lemay Av	N. End	B/S	0.05	2	0.10
				TOTAL P3		27.03

APPENDIX "C"
Snowfall - October 1 to April 30

Year	Centimetres
1962-1963	113.10
1963-1964	147.30
1964-1965	136.40
1965-1966	208.50
1966-1967	124.00
1967-1968	89.70
1968-1969	95.20
1969-1970	159.00
1970-1971	123.40
1971-1972	106.70
1972-1973	81.00
1973-1974	130.80
1974-1975	125.20
1975-1976	136.20
1976-1977	64.40
1977-1978	73.10
1978-1979	148.60
1979-1980	108.00
1980-1981	72.50
1981-1982	77.20
1982-1983	77.40
1983-1984	56.30
1984-1985	93.20
1985-1986	124.20
1986-1987	120.20
1987-1988	65.40
1988-1989	153.60
1989-1990	96.40
1990-1991	120.50
1991-1992	133.00
1992-1993	111.60
1993-1994	82.00
1994-1995	88.60
1995-1996	202.50
1996-1997	211.40
1997-1998	104.10
1998-1999	144.70
1999-2000	71.40
2000-2001	109.70
2001-2002	105.40
2002-2003	90.90