

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Board of Commissioners” or “Commissioner” wherever it appears in the General Conditions and substituting the “Chief Administrative Officer”.
- D1.4 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.5 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.6 The General Conditions are amended by striking out “Bidding Instructions” wherever it appears in the General Conditions and substituting “Bidding Procedures”.

D2. SCOPE OF WORK

- D2.1 Contract snow clearing shall supplement the City of Winnipeg’s snow clearing operations. Snow clearing shall be performed on those regional, bus route and collector, and residential streets listed in Appendices A, B and C, where full width snow clearing is required on all or a major portion of the above streets.
- D2.2 The major components of the Work are as follows:
- (a) full width snow clearing and hauling on the Priority I (Regional) Street System identified in Appendix A;
 - (b) full width snow clearing on the Priority II (Bus Routes and Collectors) Street System identified in Appendix B;
 - (c) full width snow clearing on the Priority III (Residential) Street System identified in Appendix C;
 - (d) opening and keeping streets open during a major snowfall and/or snow blizzard;
 - (e) snow clearing using truck plows on the Priority I, Priority II and Priority III streets noted in Appendices A, B and C;
 - (f) other winter maintenance activities as required between major snowfalls.
- D2.3 The Contract Administrator reserves the right to perform routine winter maintenance on the streets listed in Appendices A, B and C 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.

D3. DURATION OF CONTRACT

D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract on an "as-required" basis for two winter seasons from October 15, 2004 to April 15, 2005 and October 15, 2005 to April 15, 2006, except as hereinafter specified:

- (1) the Contractor may be required to remove snow which has fallen prior to October 15th in any 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 in any year 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 each Contract year.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (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 in the Bidding Procedures 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) "**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 therefore, 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.
- (e) "**Roadway**" means the paved portion of the street that is used exclusively for the passage of motorized vehicles.
- (f) "**Street**" means a highway over which the City of Winnipeg has jurisdiction.
- (g) "**Sidewalk**" means the paved portion of the street that is used exclusively for a passage of pedestrians.
- (h) "**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.
- (i) "**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.

- (j) **"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.
- (k) **"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.
- (l) **"Traffic Lane"** means a 3.6 metre or greater width of pavement.
- (m) **"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.
- (n) **"Bare Pavement"** means that the Contractor shall endeavour to completely clear the full pavement width of snow.
- (o) **"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.
- (p) **"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).
- (q) **"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.
- (r) **"Hauling away"** means the relocation of cleared snow volumes by use of trucks for purposes of transporting to a distant storage location.
- (s) **"Snow"** means all forms of frozen precipitation including ice associated with such snow.
- (t) **"Wing back"** means the Contractor shall push back the windrow to create storage space for snow in future plowing operations.

D5. CONTRACT ADMINISTRATOR

D5.1 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

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. INSURANCE

- D7.1 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 added 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.
- D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.4 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.

D8. EQUIPMENT

D8.1 The Contractor shall provide the following minimum quantity and type of equipment in first class working condition:

- (a) 8 motor graders;
- (b) 10 loaders; and
- (c) 4 truck plows

D8.2 All equipment shall be made available for inspection by the Contract Administrator or his designate prior to the award of Contract.

D8.3 The Bidder is not required to own the equipment at the time of the Submission Deadline. The Bidder 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.

D9. WORKERS COMPENSATION

D9.1 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.

SCHEDULE OF WORK

D10. COMMENCEMENT OF WORK

D10.1 When snow accumulation approaches the levels specified in E2 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 E2.

D10.2 Work for each snow clearing operation shall commence only upon the instructions of the Contract Administrator.

D10.3 The hour for the end of snowfall will be determined by the Contract Administrator based upon information provided by Environment Canada, Atmospheric Environment Services.

D11. PRIORITY OF WORK

D11.1 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.

D11.2 Normally, Priority I (Regional) Streets shall receive the highest priority for snow clearing followed by Priority II (Bus Routes and Collectors) Streets and then Priority III (Residential) Streets. However, the Contact Administrator may direct otherwise and the Contractor shall conform to all such directives, either oral or written.

D12. COMPLETION OF WORK

D12.1 Work for each full width snow clearing operation shall be completed within the time periods specified in E2 of the Specifications following the authorized time for commencement of work.

D12.2 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.

D12.3 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.

D13. TOTAL PERFORMANCE OF THE WORK

D13.1 Further to GC.8.06 (2) of the General Conditions, the Contractor shall achieve Total Performance of the Work by June 30, 2006 for the Work specified in D3.1(3).

D13.2 When the Contractor and/or Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 Further to GC8.06 (2) of the General Conditions, the day that the Work has been inspected and certified as being totally performed to the requirements of the Contract documents by the Contract Administrator through the issue of a Certificate of Total Performance is the date that Total Performance of the Work has been achieved.

CONTROL OF WORK

D14. CONTRACTOR'S SUPERVISION AND COMMUNICATION

D14.1 The Contractor shall have a qualified Supervisor on duty during all snow clearing activities regardless of the type and magnitude of the operation.

D14.2 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.

D14.3 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.

D14.4 The Contractor shall have the capability of receiving facsimile transmission (fax machine) and shall supply the facsimile number to the Contract Administrator.

D15. REGULATIONS, ACTS AND BY-LAWS

- D15.1 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.
- D15.2 Any fines or penalties that may be levied against the Contractor under any Provincial Act or any City By-Law will not be considered part of any liquidated damages in connection with this Contract.

D16. TRAFFIC MOVEMENT AND PARKING RESTRICTIONS

- D16.1 After a significant snowfall, overnight parking may be restricted on all Priority I and Priority II streets with the declaration of the Major Snowfall Parking Ban. This By-Law, when declared by the Mayor, prohibits parking on Priority I and II streets between the hours of midnight and 06:00. The ban will normally last for twenty-four (24) hours but may be extended.
- D16.2 During snow clearing operations, the Contractor shall take all reasonable measures to facilitate the movement of traffic.
- D16.3 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 as shown in Appendix "G".
- D16.4 The Contractor may obtain up to 200 of these temporary signs from area offices.
- D16.5 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.
- D16.6 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 D21.5.

D17. OBSTRUCTIONS

- D17.1 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.

D18. CITIZEN SNOW CLEARING COMPLAINTS

- D18.1 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.

D19. EXTREME SNOWFALL AND BLIZZARD CONDITIONS

- D19.1 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.

- D19.2 Time utilized by the Contractor to keep streets open during the snow storm shall not be part of the time limits established in E2.2, E2.3 and E2.4.
- D19.3 After extreme snowfall and/or blizzards, the Contract Administrator may determine that Regional Streets in the Contract area be opened using both Contract and City forces in order to open all Regional streets and emergency routes as quickly as possible. The Contractor shall be notified of the streets assigned to City forces.
- D19.4 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 D8. Additional equipment may be required in order to complete the snow clearing operations within the time limits established by the Contract.

D20. QUANTITIES

- D20.1 Further to B8 of the Bidding Procedures, the estimated quantities identified on Form B: Schedule of Prices (Unit Price) for the clearing and hauling of snow on the Priority I, II and III street systems are based on the following:
- (1) **Item No. 1 - Priority I (Regional) Street System:** The approximate quantity is based on 162.11 lane kms of street for one (1) clearing operation of 0-10 cm.
 - (2) **Item No. 2 - Priority II (Bus Routes and Collector) Street System:** The approximate quantity is based on 101.36 lane kms of street for three (3) clearing operations of 0-10 cm.
 - (3) **Item No. 3 - Priority III (Residential) Street System:** The approximate quantity is based on 170.46 lane kms of street for three (3) clearing operations of 0-10 cm.
- D20.2 The total length of lane kilometres, as established by the Public Works Department, are provided in Appendix "A" - Priority I Street System, Appendix "B" - Priority II Street System, and Appendix "C" - 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.
- D20.3 Appendix "D" 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.

D21. PENALTIES

- D21.1 Where the Contractor does not satisfactorily complete the work on Priority I, II or III streets in accordance with the time and quality requirements specified in E2, the Contractor shall be assessed a penalty in the amount of \$1,500.00 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.
- D21.2 Where the Contractor does not supply the minimum number of truck plows identified in D8 within two hours as outlined in E3.2 of the Specifications, the Contractor shall be assessed a penalty of five hundred dollars (\$500.00) per truck plow per call out below the minimum number as specified in D8.
- D21.3 Where the Contractor does not satisfactorily perform any snow clearing operation in accordance with the requirements of E2, 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.

- D21.4 Any performance deficiency related to E2 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.
- D21.5 Where the Contractor fails to return temporary "No Parking" signs to Area offices by the time indicated in D16, the Contractor shall be assessed seventy five dollars (\$75.00) per sign.

D22. DAMAGE TO PUBLIC AND PRIVATE PROPERTY

- D22.1 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.
- D22.2 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.
- D22.3 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.
- D22.4 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.
- D22.5 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.