

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

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 The Work to be done under the Contract shall consist of Provision of Hourly Rates for Hired Equipment and Dump Trucks 2004 – 2005 Snow Season.
- D2.2 The City shall be the sole judge of what Work will be performed under this Contract.
- D2.3 The City reserves the right to issue other bid opportunities for equipment/dump trucks.
- D2.4 The City reserves the right to by-pass a lower bid piece of equipment/dump truck, if it is deemed inadequate for that particular job.
- D2.4.1 A map of the Bidding areas' boundaries for snow equipment only is attached to this Specification, for reference.
- D2.4.2 Bid price (lowest area price in a class) is an indication of the area you prefer to Work in.

D3. DEFINITIONS

- D3.1 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.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Mr. Bruce McPhail, P. Eng.
Manager of Streets Maintenance Division

104-1155 Pacific Avenue

Telephone No. (204) 986-2308

Facsimile No. (204) 986-5566

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor 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 D4.1.
- 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. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. WORKERS COMPENSATION

D8.1 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. Commencement of Work will not be allowed prior to the confirmation of coverage with the Workers Compensation Board.

D8.2 In the event of default on Workers Compensation coverage, the City of Winnipeg will withhold funds and Work until the Contractor has the appropriate coverage and evidence is provided to the Contract Administrator.

D9. INSURANCE

D9.1 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor 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 the date specified in GC.3.01 for the return of the executed Contract.

D9.4 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.

D10. DAMAGE CLAIMS

D10.1 The Contractor shall report any event resulting in injury or damage immediately following the occurrence of such event, and the receipt of notice of an action, proceeding, claim or demand alleging or giving notice of injury immediately following receipt thereof, to the City of Winnipeg Claims Branch.

D10.2 The City shall notify the Contractor of all claims of injury or damage alleged to have been caused by the Contractor or his equipment of which it receives notice.

- D10.3 The City of Winnipeg Claims Branch will investigate all reports or claims of injury or damage reported by the Contractor or of which it has received notice. The Contractor shall co-operate with the Claims Investigator and shall promptly provide the Claims Investigator with all information requested of him to enable the Claims Investigator to determine responsibility for the injury or damage.
- D10.4 The Claims Investigator shall notify the Contractor of his decision and where the decision is that the Contractor was responsible, the Contractor shall settle the claim expeditiously.

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) The Contract Administrator has confirmed receipt and approval of:
 - (i) Evidence that the Contractor is 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;
 - (ii) Evidence of the Workers Compensation coverage specified in D8; and
 - (iii) Evidence of the insurance specified in D9.
 - (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor must provide the City with their G.S.T. registration number at least 24 hours prior to starting Work. If the G.S.T. registration number is not supplied within 24 hours of Work, then the Contractor will not receive G.S.T. payment for the first 24 hours after the number is received.

D12. EQUIPMENT AND TRUCK RELIABILITY

- D12.1 At the sole discretion of the Streets Maintenance Division, equipment or trucks which show a history of breakdowns and/or not reporting for Work or of being substituted for will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the Streets Maintenance Division. The Contractor shall produce copies of Work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Also, all equipment/trucks must comply to the specifications and safety requirements in this Bid Opportunity or the unit will not be used.

D13. OPERATOR'S COMPETENCE AND PERFORMANCE

- D13.1 The Contractor's operator shall maintain all equipment/trucks in good working order and shall perform all obligations expressed and implied in this Bid Opportunity in good, safe and workmanlike manner. Where, in the opinion of the City supervisor or foreman, an operator fails to meet the obligations expressed or implied in this Bid Opportunity, and without limiting the generality of the foregoing, the operator is:
- (a) unqualified, or
 - (b) operating in an unsafe manner, or
 - (c) not performing a satisfactory amount of Work,

D13.2 The equipment/truck and operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the sole satisfaction of the Manager of Streets Maintenance Division.

D14. SUSPENSION AND REMOVAL FROM CALLOUT LISTS

D14.1 Suspension from the callout lists may be made by the Manager of Streets Maintenance Division, at his sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the Bid Opportunity and shall include, but shall not be limited to:

- (a) Failure to supply an Operator/Driver with the appropriate driver's license for said piece of equipment/truck
- (b) Equipment/truck mechanical condition;
- (c) Operator's attitude, ability or actions;
- (d) Failure to report to an assigned Work site;
- (e) Failure to report to the Work site at the assigned time;
- (f) Working without being assigned by the Equipment Co-ordinator;
- (g) Failure to bring equipment in for inspection, when requested to do so;
- (h) Failure to properly complete Work Tickets;
- (i) Low productivity (at the sole determination of the City foreman or Supervisor)'
- (j) Failure to report to the City of Winnipeg Claims Branch as required in D10;
- (k) Failure to co-operate with the Claims Investigator as required in D10;
- (l) Failure to settle any claim as required in D10;
- (m) Failure to provide the Equipment Dispatch Office of the Streets Maintenance Division with evidence of insurance as required in D9.

D14.2 After suspension, the Contractor will be requested to explain the circumstances that caused the suspension. The Manager of Streets Maintenance Division at his discretion, may request that (but not limited to):

- (a) The operator be evaluated by City staff;
- (b) The equipment/truck be repaired and inspected after repair; and/or
- (c) The equipment/truck and operator be monitored in the field.

D14.3 Removal from the callout list may result from repeated instances of unacceptable performance at the sole discretion of the Manager of Streets Maintenance Division.

D14.4 If the Contractor should abandon the Work or if he were adjudged to be bankrupt or make a general assignment for the benefit of his creditors or if a receiver or liquidator should be appointed in respect of his assets or if he fails to comply with an order of the Manager of Streets Maintenance Division given pursuant to any of the provisions of the Bid Opportunity or if he should fail to make prompt payment of wages, or accounts for the purchase or rental of material or plant or disregard by-laws and statutory regulations or if he commits any other breach of the provisions of this Bid Opportunity, which in the opinion of the Manager of Streets Maintenance Division indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof, the Manager of Streets Maintenance Division may notify the Contractor to discontinue all Work or any part thereof, under this Bid Opportunity, by a written notice to be served upon the Contractor. Such notice being given, the Contractor shall forthwith discontinue the Work or such part thereof as the Manager of Streets Maintenance Division shall designate.

D15. OWNERS OF EQUIPMENT/TRUCKS AND THEIR EMPLOYEES

D15.1 The Contractor, owner, owner/operator and /or operator of the equipment supplied under this Bid Opportunity shall be considered an independent contractor who will work under the direction of a City employee and it is acknowledged and agreed that such person shall be a servant of the owner of the equipment/trucks and shall not be considered an employee of the City of Winnipeg.

D16. WEEKEND & STATUTORY HOLIDAY PREMIUMS

D16.1 An overtime premium of \$9.10/hour will be paid for each hour of equipment/truck time worked during the weekend period 19:00 hours Friday to 19:00 hours Sunday.

D16.2 An overtime premium will also be paid for Work on a statutory holiday or Remembrance Day. In the event that one of these holidays falls on a Friday then the premium will be paid for all equipment /truck hours worked between 19:00 Thursday to 19:00 Sunday. Similarly, if one of these holidays falls on a Monday, then a premium will be paid for all equipment/truck hours worked between 19:00 Friday to 19:00 Monday.

D16.3 Should a statutory holiday or Remembrance Day fall on Tuesday, Wednesday or Thursday, an overtime premium will be paid for all hours worked from 19:00 hours the day prior to 19:00 hours on the day of the holiday.

D16.4 Statutory holidays are New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day.

D16.5 Any weekend or statutory holiday premium paid to the operator is the sole responsibility of the equipment owner. Notwithstanding that the Contractor may be required by law to pay an overtime premium to his employees in excess of the hours or amount specified herein, the only overtime rate paid for the equipment by the City shall be as specified herein.

D17. MINIMUM CALLOUT & TRAVEL TIME

D17.1 Equipment and/or dump trailer called out shall be paid a minimum of **four** hours, except where it is obvious from inclement weather that the Work will not proceed.

D17.2 Travel time to and from job site is the responsibility of the Contractor and the City will not pay for same.

D17.3 A callout shall include WORK assigned at one or more locations and includes Work assigned for different users.

D17.4 If there is any doubt the Contractor should contact Equipment Dispatch at 986-6481, or the applicable Streets Foreman.

D18. SAFETY REQUIREMENTS

D18.1 All equipment shall be equipped with lighting to meet or exceed the requirements of the Manitoba Highway Traffic Act and regulations passed there under or trucks to be equipped with strobe or revolving beacon if requested by the equipment dispatch.

D18.2 All equipment and trucks bid in this Bid Opportunity shall be equipped with an operating **back-up alarm**.

D18.3 Contractors (and their employees) hired by the City shall familiarize themselves with and abide by any and all requirements with regard to personal protective equipment and all standards pertinent to the supply and safe operation of equipment, as required by any and all applicable

Federal, Provincial and Civic By-Laws, Acts, orders and regulations in force at the time this Bid Opportunity is accepted, or which may subsequently be enacted.

- D18.4 Without limiting the foregoing, all operators shall have and use appropriate **safety head wear, footwear, safety vests and hearing protection**, and must abide by the Manual of Temporary Traffic Control of the city of Winnipeg, at all times.
- D18.5 Each crawler tractor/dozer working at a snow dump shall be equipped with an R.O.P.S. cab or canopy.
- D18.6 All crawler tractors/dozers used at snow dumps must be equipped with at least **one oscillating or strobe amber beacon**.
- D18.7 Any infraction or disregard of the safety rules will not be tolerated. The City has the right to investigate and remove operators who do not comply with the safety rules and regulations. Depending on the severity and frequency of the infraction(s), the Contract Administrator may remove the Contractor from the callout list on an interim basis or for the balance of the terms of the Bid Opportunity and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.

D19. EQUIPMENT IDENTIFICATION

- D19.1 All equipment and trucks hired by the City via this Bid Opportunity must be **clearly labelled** indicating **Contractor's name and unit number** as indicated on the Bid Opportunity Formes with Price Bid.
- D19.2 Letters and numbers used for identification purposes must be a minimum of four inches (4"), ten millimetres (10 mm) in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. Equipment or trucks will not be allowed to Work until it is properly identified.
- D19.3 It is absolutely imperative that unit numbers on equipment and trucks and indicated on Work Tickets (outlined in Provision 20 below) exactly match those numbers listed on Appendix A of this Bid Opportunity. Failure to do so will result in computer rejection of the timekeeping entry associated with a piece of equipment or truck number referenced in error, and an associated delay in payment.
- D19.4 The City will institute a sticker identification system for some or all of the equipment supplied in this Bid Opportunity.

D20. WORK TICKETS

- D20.1 The Contractor and/or the Contractor's employees operating hired equipment for the City shall complete Work tickets, supplied by the City, at the end of each Work shift or when Work is completed or otherwise terminated. Work tickets must be completed so as to indicate date, location of Work, Contractor's name, supplier number, license number if applicable, equipment unit number, plus City issued number, description of equipment, start and finish time using 24 hour clock, operating hours, operator's signature and operator's printed name. The Work tickets must be signed by the project foreman or designate and shall be distributed as indicated on the bottom left corner of the ticket.
- D20.2 Failure to properly complete the above-mentioned Work tickets will result in delay of payment for the Work detailed, until such time as the tickets is corrected and re-submitted.
- D20.3 Continued failure to properly complete Work tickets may result in the Contractor's equipment being moved to the bottom of applicable hiring list or suspension from that list.

D21. SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY

- D21.1 Notwithstanding B5, in the event equipment/trucks as quoted are not available when called, due to breakdown or other circumstances resulting in short-term non-availability of the equipment, the City may allow substitution of such equipment providing:
- (a) The substitute equipment/trucks are, in the opinion of the Contract Administrator, at least equal in all respects to the equipment for which it is being substituted, and is owned by the Contractor; and
 - (b) The substitution will be allowed up to a maximum of one week. If, in a period of 90 working days, the quoted piece of equipment is not available on two separate occasions, the unit may be deemed unreliable and may be removed from the callout list.
- D21.2 The total number of units (within a class) from a Contractor working for the City shall not, due to such substitutions, exceed the total number of units originally quoted by that Bidder.
- D21.3 If the Contractor sells or otherwise disposes of a piece of equipment/truck detailed on the callout list, he will be allowed to replace that piece of equipment providing the replacement, is in the opinion of the Contract Administrator, at least equal in all respects to the equipment it is replacing and provided the piece of equipment being replaced has worked under the terms of and as a result of the Bid Opportunity, for a minimum of five (5) working days in the current construction season.
- D21.4 **All substitutions must be approved by the Contract Administrator prior to such equipment commencing Work.**
- D21.5 All requests to allow replacement of quoted equipment which has been disposed of shall be submitted in writing to:
- Contract Administrator
 - Streets Maintenance Division
 - 104-1155 Pacific Avenue
 - Winnipeg, MB R3E 3P1
- D21.6 If a piece of equipment/truck on the hiring list is used to replace another piece of equipment which is also listed, but has been disposed of, the original position of the replacement piece of equipment/truck will be forfeited in making the replacement.
- D21.7 The forfeited position is subject to review, at the written request of the Contractor affected, by the Contract Administrator. The decision resulting from the review by the Contract Administrator shall be final.
- D21.8 If a substitute or replacement piece of equipment would, by virtue of its specifications, normally be listed in an equipment class larger than that in which the equipment it is replacing was listed, the substitute or replacement equipment shall be listed in and hired from the same class and position as the unit it is replacing, as though no substitution or replacement had occurred.
- D21.9 Similarly, should a piece of equipment of at least like-size, not negatively affected by the equipment age provision, be substituted for or replace a piece of equipment which is negatively affected by the age provision, the substitute or replacement shall be listed in the same position as that which it is replacing.
- D21.10 The Contract Administrator reserves the right, at any time, at his discretion, to ask for proof that a unit quoted is in fact owned or leased by the Contractor. This proof may be by means of physical inspection of the equipment or by submission of documentation as deemed appropriate by the City.

D21.11 In the event such proof is not produced, the equipment in question may be removed from the callout list.

D22. WITHDRAWAL OF EQUIPMENT/TRUCKS PRIOR TO LAYOFF

D22.1 Should a piece of equipment/truck be withdrawn from operation prior to layoff without permission of the City, no further attempt shall be made by the City to employ equipment from the Contractor involved until an explanation indicating a delay beyond the reasonable control of the Contractor has been provided in writing by the Contractor.

D22.2 If the aforesaid written explanation indicates that the withdrawal is for a reason beyond the control of the Contractor, the City may, but shall not be obliged to, rehire the Contractor's equipment.

D23. RE-ARRANGEMENT OF HIRED EQUIPMENT AND TRUCKS

D23.1 Dump trailers in each class will be hired and laid off (daily) on the basis of the quoted hourly rental rate, i.e.: the dump trailer with the lowest quoted hourly rental rate will be hired first and laid off last, subject to the other provisions of this Specification.

D23.2 In the event that re-arrangement of hired equipment is required in order to maintain proper order in accordance with a particular hiring list, such re-arrangements shall only be made for the first starting hour of the shift on the first Monday of each week except where, in the opinion of the Contract Administrator, such rearrangement would not be in the best interest of the City.

D23.3 In the event that re-arrangement or bumping of hired truck(s) is required in order to maintain proper order in accordance with a particular hiring list, such re-arrangements shall be made at the beginning of the next shift, except where, in the opinion of the Contract Administrator, such re-arrangement would not be in the best interest of the City.

D23.4 Notwithstanding the above, in the event of any all out plowing event starting after 19:00 Thursday on Priority 1, Priority 2 and/or Priority 3 streets, rearrangement would then occur on the first Monday shift following the completion of the original plow. Layoffs for the original plow will be administered on a last-in first-out basis.

D23.5 Snow trailers are not affected by the above as snow trailers will still be bumped on a daily basis, except no bumping will occur for last remaining shift.

D23.6 Equipment or dump Trailers which shows a history of not reporting for Work with three call-outs (three separate events), breakdowns and/or being substituted for, will be placed at the bottom of the callout list for the balance of the terms of this Bid Opportunity as referred in Provision 21 for the Bid Opportunity.

D24. CONTRACTOR'S OFFICE AND TELEPHONE NUMBERS

D24.1 Each Contractor shall provide and maintain a valid 24-hour call-out telephone number with a person answering. If the person answering cannot give a firm commitment, the City will consider that the equipment and/or dump trailers are not available and will go to the next on the list.

D25. SPECIALIZED EQUIPMENT, TRUCKS AND DUMP TRUCKS

D25.1 Equipment/Trucks/dump trucks of a specialized nature or possessing specialized attachments, within a class, may be hired before a unit within the same class with a lower quoted rate provided such use is deemed beneficial to a given project by the Contract Administrator.

D26. PAYMENT

D26.1 Ice-Blades, V-Plows & Snow Wings

D26.2 Where the specific use is authorized in advance by the City, premium payments for ice-blades, V-plows, & snow wings used for snow removal and/or ice cutting shall be as follows. Plain blades shall be included in quoted hourly rental rate.

<u>Item</u>	<u>R/CODE</u>	<u>Premium</u>	<u>Explanation</u>
1) Blade Change*	5	\$65.00	When a foreman calls for a blade change between shifts
<p>*This premium will only be paid for blade change (from plain to ice or ice to plain) when conditions change plus plowing is already in process and a streets foreman wants a blade change for the next shift. No premium will be paid for any blade changes if equipment is already lay-off.</p> <p>All graders are to come with plain blades for the first shift they are called out for, unless they are requested to come with ice blades.</p>			
2) Ice (Saw tooth)*	6	\$9.00/hour	This premium will be paid for motor graders equipped with ice blades only if ice blade use is authorized.
3) V-Plows*	7	\$8.75/hour	This premium will be paid for a motor grader equipped with a "V" plow only if plow use is authorized.
4) Snow Wing*	8	\$9.38/hour	This premium will be paid for motor graders and truck plows equipped with wing only if wing use is authorized.

D26.3 When the use of a V-plow and/or snow wing is specifically requested by the User, premiums for the V-plow and/or the snow wing shall be paid for the entire shift. Requests for V-plows and/or snow wings will be made on a per-shift basis and are only valid for that shift. The use of V-plows and/or snow wings without any expressed request in advance by the City will result in the premium for the V-plows and/or snow wings being not applicable.

Low Bed Trailers

D26.4 Use rate Code 11 for Class H1-H3 and I1 to I4 and use rate Code 13 for Class E1-E2, H4-H9 and I5-I9.

- (a) Low bed trailers will be paid on a **per move basis**.
- (i) Used for transporting equipment listed in Class Codes H1 to H3 inclusive and I1 to I4 inclusive: \$150.93 per move.
 - (ii) Used for transporting equipment listed in Class Codes H4 to H9 inclusive, E1 and E2, and I5 to I9 inclusive: \$200.00 per move.

Examples:

- (i) Low bed used to transport equipment listed in H3 class to job site `A' = \$150.93.
- (ii) Low bed used to transport equipment listed in H3 class from job site `A' to job site `B' = \$150.93
- (iii) Low bed used to transport equipment listed in H3 class from job site `B' to Contractor's yard = \$150.93.
- (iv) Low bed used to transport equipment listed in I6 class to job site `A' = \$200.00.

- (v) Low bed used to transport equipment listed in I6 class from job site `A' to job site `B' = \$200.00
 - (vi) Low bed used to transport equipment listed in I6 class from job site `B' to Contractor's yard = \$200.00
 - (b) Equipment being transported by low bed will not be paid for while in transit.
 - (c) Unless otherwise approved by the Contract Administrator or designate, the low bed shall not be paid for where a piece of equipment has to be transported from the job site prior to lay off or is not available to continue working, and is substituted by or replaced with another piece of equipment from the same Contractor.
 - (d) Likewise, for a low bed used to transport both the original piece of equipment working and the substitute or replacement piece of equipment to and from the Work Site, payment shall be made for one return move only.
 - (e) Should a special permit be required above the annual overload permit, the City of Winnipeg will reimburse the cost to the Contractor upon delivery of receipt.
- D26.5 Only original equipment manufactured (O.E.M.) serial numbers to be used.
- D26.6 Further to B13.1, the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- D26.7 Further to B13.1, 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.

D27. RATE ADJUSTMENTS – FUEL COSTS

- D27.1 The Contract Administrator, at his discretion, may adjust upwards or downwards, the rates quoted for equipment and dump trailer included in this Bid Opportunity, considering an increase or decrease in fuel prices exceeding five (5) percent, based on prices paid by the Streets Maintenance Division for clear diesel fuel between September 11, 2004 and December 10, 2004. Any rate adjustment shall only reflect that portion of fuel price increases or decreases in excess of the five (5) percent outlined above. Any adjustment shall be effective December 31, 2004 and will not be retroactive.
- D27.2 Hourly rental rate adjustments shall be based on the average hourly fuel consumption, based upon manufacturers' published specifications, averaged per equipment or dump trailer class, as calculated by the Contract Administrator, whose decision shall be final and binding.

D28. BASIS FOR HIRING AND LAYOFF

- D28.1 Equipment in each class will be hired and laid off in each area on the basis of the quoted hourly rental rate, i.e.: the equipment with the lowest quoted hourly rental rate in each class will be hired first and laid off last, subject to the other provisions of this Specification.
- D28.2 Orders pertaining to the hiring and laying off of equipment are issued by the Equipment Dispatch shall supersede any orders which may have been issued by a supervisor, foreman or other official of a User group.

D29. CLAIMS

- D29.1 In the event that the City errs in the slotting and/or the calling out of equipment and/or dump trailers the Contractor shall have no claim against the City.
- D29.2 The City of Winnipeg as the "OWNER" of the Work, has the right to determine which piece of equipment and/or dump trailer is most appropriate for any given Work.
- D29.3 **When snow sides are in place and trailer is being used for snow removal**, the City of Winnipeg may not repair, nor pay for any damage done to tarps or apparatus used to move tarps.

MEASUREMENT AND PAYMENT

D30. PAYMENT SCHEDULE

- D30.1 Payment for hourly hired equipment and/or dump trailers shall be processed through the City of Winnipeg Hired Equipment Payroll system. Payment shall be made bi-weekly subject to, but not limited to, proper documentation of Work Tickets by the Contractor, the callout system being used and the correct equipment and/or dump trailers responding to callout. All payments are subject to the approval of the Manager of Streets Maintenance Division.

D31. DUPLICATION OF MAKE, MODEL AND SERIAL NUMBER

- D31.1 If two or more Contractors bid the identical machine, the Contract Administrator shall determine which bid, if any, he shall accept. If one of the bids is accepted for that equipment, all other bids shall be rejected.
- D31.2 If a Contractor uses a machine that was not bid by the Contractor, the Contract Administrator shall take whatever considered appropriate action, including but not limited to, suspending all equipment quoted by the Contractor.

D32. WORKING MORE THAN ONE SHIFT/DAY

- D32.1 The lowest priced equipment in each "class" will be called first for each shift.

D33. REST BREAKS

- D33.1 The Contractor shall not be compensated for rest breaks or meal breaks except as outlined below. If operational requirements permit, the City foreman may, at his discretion, allow one paid break per four hours of Work up to the maximum extent of fifteen minutes. The fifteen minutes for the break shall include travel time to and from the work site. Breaks cannot be accumulated nor will payment be owing by the City for breaks not granted or not taken.

D34. EQUIPMENT CO-ORDINATOR

- D34.1 The Equipment Co-ordinator of the Streets Maintenance Division is responsible for controlling and administering the day-to-day operation of the system for hiring snow equipment and trucks. The Equipment Co-ordinator performs the following major functions:
- (a) Hiring and assignment of all snow equipment and trucks;
 - (b) Re-assignment of equipment/trucks;
 - (c) Maintenance of callout lists;
 - (d) Maintenance of records with respect to hired equipment; and

(e) Scrutiny of equipment and concerns.

D35. RESPECTFUL WORKPLACE ADMINISTRATIVE DIRECTIVE

- D35.1 The City is committed to implementing and enforcing the Respectful Workplace Administrative Directive, which was approved by the Chief Administrative Officer in February 2002. The City recognizes its responsibility to build and maintain a respectful workplace where all employees enjoy an environment free of behaviours such as unlawful discrimination, harassment, disruptive workplace conflict, disrespectful behaviour and violence in the workplace. Harassment based on race, national or ethnic origin, colour, religion, age, sex, marital status, physical or mental disability, and/or sexual orientation is prohibited.
- D35.2 The City recognizes that disruptive workplace conflicts and disrespectful behaviour can jeopardize an individual's dignity and well-being and/or undermine Work relationships and productivity. The City commits to providing a workplace upon the principle of fair and respectful treatment in order to minimize these conflicts.
- D35.3 In pursuance with the principles of the Directive, the Contractor shall fully comply with the Respective Workplace Administrative Directive and ensure that all persons he employs or retains to perform work pursuant to the terms of this Bid Opportunity comply with the Directive and behaves respectfully to both members of the public and to employees of the City, failing which the City has the right to investigate and instruct the Contractor to replace any person not behaving respectfully, upon written notice to the Contractor, and the Contractor shall comply with the instruction. The Contractor shall not re-employ or re-retain any person that the City has instructed him to replace for the purpose of performing any other or further Work on this Bid Opportunity.
- D35.4 Should a subsequent situation with respect to lack of respective behaviour occur, the Contract Administrator may remove the Contractor from the callout list on an interim basis or for the balance of the terms of the Bid Opportunity and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.

D36. DRIVER'S LICENSE FOR HIRED HOURLY TRUCKS AND EQUIPMENT

- D36.1 The City requires that all Owners and Contractors ensure all Drivers and Operators have the appropriate driver's license for all Hired Hourly Trucks and Equipment supplied to the City.
- D36.2 Failure to supply the appropriate licenses will result in the truck or piece of equipment being stopped and not allowed to proceed until an operator or driver has provided the Contract Administrator with evidence of the appropriate license to operate the equipment or truck.