# PART E

# **SPECIFICATIONS**

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### GENERAL

### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. GOODS

- E2.1 The purpose is to establish prices on a daily, weekly and monthly basis for the Rental of Road & Highway Equipment for 2004. Rented Road & Highway Equipment required by the City of Winnipeg on a daily, weekly or monthly basis will be hired from this Bid Opportunity on an "as required, where available basis" when a Road & Highway vehicle, is required, the City shall telephone the low Bidder for that class of equipment and order the Road & Highway Equipment required. Should the equipment not be available when required the City shall go to the second low Bidder, etc., until the equipment required is obtained. The order will be confirmed by the issue of a Purchase Order which will state the user Department and billing address to be used.
- E2.2 The City shall attempt to notify the Bidder sufficiently in advance to allow the Bidder to make such arrangements as may be required:
  - (a) Daily Rental Notice shall be a minimum of one day.
  - (b) Weekly Rental Notice shall be a minimum of one week.
  - (c) Monthly Rental Notice shall be a minimum of two weeks.
- E2.3 Notice shall be deemed to be given when the Contract Administrator, or designate telephones to advise the Contractor of an order.
- E2.4 The equipment supplied under this Contract shall be used by various departments of the City, however, the City reserves the right to reassign any or all units to other City departments.
- E2.5 Although the City shall make every effort to establish the length of rental period when placing an order with a Bidder, the City reserves the right to return vehicles prior to the rental period stated to the Bidder originally. Under these circumstances the City agrees to provide the Bidder with reasonable notice of return by a telephone call as follows :

Rental Period	Notice of Return
Daily	Minimum one day
Weekly	Minimum two days
Monthly	Minimum one week

- E2.6 Past rental records indicate that the road and highway equipment has been rented for periods of approximately five (5) months in duration. However, the City can make no guarantees that the specified equipment will be needed for similar terms for the upcoming construction season.
- E2.7 The City's purchase order shall be the agreement between the Contractor and the City. Any signature from an employee of the City on a rental agreement or delivery slip will only constitute acceptance of the vehicle/equipment, all other terms and conditions of the rental agreement shall be null and void.
- E2.8 For all rentals, a City of Winnipeg employee must print and sign their names.

- E2.9 Upon return of all rental units, both the City of Winnipeg employee and the rental person must sign the return slip. All shortage or damage to the unit must be on the return slip. No adjustment for shortage or damage claim will be made after the date of return.
- E2.10 Item No. 1 shall be a Bomag (BW55E) 300 lb walk behind steel drum vibrator, or equivalent.
- E2.11 Item No. 2 shall be a Bomag (142D) 10,500 lb. Smooth drum vibratory steel roller with ROPS protection, or equivalent.
- E2.12 Item No. 3 shall be a Wacker (RD880) twin steel drum asphalt roller with water spray system and ROPS protection, or equivalent complete with :
  - (i) a trailer with lighting package for moving twin drum roller(s); and
  - (ii) chains and chain tighteners to secure to trailer.
- E2.13 Item No. 4 shall be a Leboy twin drum roller with independent hydraulic wheels, that's allows the unit to be hooked up and towed by, truck, no trailer required.
- E2.14 Item No. 5 shall be a thirteen (13) wheel wobbly, pull type c/w safety chains.
- E2.15 Item No. 6 shall be a self-propelled nine (9) wheel wobbly c/w ROPS protection.
- E2.16 Item No. 7 shall be an air compressor 185-210 CFM @ 100 PSI c/w safety chains and two (2) lengths of compressor hose (in good condition, no breaks in hose cover). The compressor hose must be safety clipped to compressor hose outlet joint of both hoses and a safety clip at end of hose to clip to attachment.
- E2.17 Item No. 8 shall be a minimum 60 H.P. tractor c/w revolving or strobe light visible from four (4) directions, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblies.
- E2.18 Item No. 9 shall be a minimum 80 H.P. tractor c/w revolving or strobe light visible from four (4) directions, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblies.
- E2.19 Item No. 10 shall be a minimum 100 H.P. four (4) wheel drive tractor c/w articulate or crab steering, revolving or strobe light visible from four (4) directions, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblies.
- E2.20 Item No. 11 shall bea Rubber Tire Loader, 60-90 HP c/w revolving or strobe light visible from four (4) directions, ROPS cab or protection. 3 Pt. Hitch required.
- E2.21 Item No. 12 shall be a Construction/crew office c/w appropriate trailer lights (turn and stop lights),propane or electric heaters, table and six (6) chairs and interior lights.

# E3. REPLACEMENT EQUIPMENT

- E3.1 If a vehicle or piece of equipment is unavailable for use by the City, due to maintenance or mechanical repairs, and including warranty repair work, for a period exceeding one (1) day, the Contractor shall provide comparable replacement equipment/vehicle(s) at no additional cost to the City.
- E3.2 When a vehicle or piece of equipment is down due to an insurance claim occurrence, the City shall rent a replacement vehicle/equipment, when required by the City and if available by the Contractor, at the rate originally quoted. If the replacement vehicle/equipment differs slightly from the rental vehicle/equipment, the City will pay the lesser of the normal rental rate or any appropriate reduced rate. Under no circumstances will payment be made at a higher rate than the normal rental rate.

#### E4. MAINTENANCE AND REPAIRS

- E4.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles and equipment supplied under this Contract. Maintenance and repairs shall include, but not be limited to:
  - (a) manufacturer's recommended scheduled maintenance e.g. oil, filters, lubrication, fluid changes, tune-ups;
  - (b) inspection and/or replacement of wearing components e.g. belts, brakes, suspension;
  - (c) repair or replacement of abnormal failures e.g. tire blowouts, loose trim, electronics failure.
- E4.2 The Contractor shall not be responsible for repair of tires due to road damage.

# E5. COLLISION REPAIRS

E5.1 The Contractor shall perform collision repairs under the terms of the applicable insurance and claims settlement.

### E6. WEAR AND TEAR

- E6.1 When the units bid under this Contract are returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and stone chips as well as minor repairs.
- E6.2 The City shall not be charged for normal wear and tear. Normal wear and tear shall include, but not be limited to, abrasions, scuffs and small cuts.
- E6.3 When a unit or units supplied under this Contract are returned to the Contractor and the units have wear or damage in excess of normal wear and tear, the Contractor shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Equipment & Material Services Branch investigate the Contractor's claims. The unit or units in question shall remain "as is" until the claim has been resolved.

# E7. DELIVERY

- E7.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E7.1.1 Goods shall be delivered within one Business Day of the placing of an order, except where otherwise agreed at the time of ordering.