

**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 hired equipment and dump trucks for the 2004-2005 construction 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.

#### 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:
- Ed Smith  
Equipment Co-ordinator  
104-1155 Pacific Ave.
- Telephone No. (204) 986-6481  
Facsimile No. (204) 986-5566

D4.2 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.

#### **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. WORKERS COMPENSATION**

D7.1 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.

## **D8. INSURANCE**

- D8.1 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.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 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.

## **D9. DAMAGE CLAIMS**

- D9.1 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.
- D9.2 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.
- D9.3 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.
- D9.4 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.

## **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.
- D10.2 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 D7; and
    - (iii) evidence of the insurance specified in D8.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 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.

#### **D11. DECLARATION BY CONTRACTOR**

D11.1 The Contractor declares that he has submitted his Bid and entered into this Contract with the City in good faith and that to the best of his knowledge no member of Council, or any officer or employee of the City has any pecuniary interest, direct or indirect, in the said Contract, and further that the said Contractor shall forfeit all claims under this Contract for Work done beyond the actual proven expenses of the Contractor if any member of Council, or any officer or employee of the City is at any time interested therein is given or agreed to be given to him and as well shall refund to the City any monies paid to the Contractor by the City under this Contract beyond the actual expenses of the Contractor. The Contractor declares that he has not participated in any collusive scheme or combine in connection with his Bid or Contract.

#### **D12. EQUIPMENT AND TRUCK RELIABILITY**

D12.1 At the sole discretion of the Street 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 Street 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 Quotation 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 a 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,

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 Street Maintenance Division.

#### **D14. SUSPENSION AND REMOVAL FROM CALLOUT LISTS**

D14.1 Suspension from the callout lists may be made by the Manager of Street Maintenance Division, at his sole discretion, for any failure on the part of the Contractor to meet any of the obligations in this Quotation 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 sole determination of the City foreman or Supervisor);
- (j) Failure to report to the City of Winnipeg Claims Branch as required in D9;
- (k) Failure to co-operate with the Claims Investigator as required in D9;
- (l) Failure to settle any claim as required in D9;
- (m) Failure to provide the Equipment Dispatch Office of the Street Maintenance Division with evidence of insurance as required in D8.

D14.2 After suspension, the Contractor will be requested to explain the circumstances that caused the suspension. The Manager of Street 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 Street 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 Street Maintenance Division given pursuant to any of the provisions of this Quotation 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 Quotation, which in the opinion of the Manager of Street Maintenance Division indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof, the Manager of Street Maintenance Division may notify the Contractor to discontinue all WORK or any part thereof, under this Quotation, 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 Street 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. SAFETY REQUIREMENTS**

D16.1 All equipment shall be equipped with lighting to meet or exceed the requirements of the Manitoba Highway Traffic Act and regulations passed thereunder or trucks to be equipped with strobe or revolving beacon if requested by the equipment dispatch.

- D16.2 All equipment and trucks bid in this Quotation shall be equipped with an operating **back-up alarm**.
- D16.3 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 Quotation is accepted, or which may subsequently be enacted.
- D16.4 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.

#### **D17. EQUIPMENT IDENTIFICATION**

- D17.1 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 Appendixes with Price Bid.
- D17.2 Letters and numbers used for identification purposes must be a minimum of four inches (4"), ten millimetres (!0 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.
- D17.3 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 Appendixes C-G of this quotation. 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.
- D17.4 The City will institute a sticker identification system for some or all of the equipment supplied in this bid opportunity.

#### **D18. WORK TICKETS**

- D18.1 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.
- D18.2 Failure to properly complete the above-mentioned WORK Tickets will result in delay of payment for the WORK detailed, until such time as the ticket is corrected and re-submitted.
- D18.3 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.

#### **D19. SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY**

- D19.1 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.
- D19.2 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.
- D19.3 **All substitutions must be approved by the Equipment Dispatch Office of the Street Maintenance Division prior to such equipment commencing WORK.**
- D19.4 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 this Quotation, for a minimum of five (5) working days in the current construction season.
- D19.5 All requests to allow replacement of quoted equipment which has been disposed of shall be submitted in writing to:
- Manager of Street Maintenance Division  
Street Maintenance Division  
104-1155 Pacific Avenue  
Winnipeg, Manitoba R3E 3P1.
- D19.6 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.
- D19.7 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.
- D19.8 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.
- D19.9 Similarly, should a piece of equipment of at least like-size, not negatively affected by the equipment age provision B13.2, 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.
- D19.10 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.
- D19.11 In the event such proof is not produced, the equipment in question may be removed from the callout list.

**D20. WITHDRAWAL OF EQUIPMENT/TRUCKS PRIOR TO LAYOFF**

- D20.1 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.
- D20.2 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.

**D21. RE-ARRANGEMENT ("BUMPING") OF HIRED EQUIPMENT AND TRUCKS**

- D21.1 In the event that re-arrangement or bumping of hired equipment is required in order to maintain proper order in accordance with a particular hiring list, such re-arrangements shall 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.
- D21.2 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.

**D22. CONTRACTOR'S OFFICE AND PHONE NUMBERS**

- D22.1 Each Contractor who has quoted more than three machines or trucks shall maintain, during normal working hours, an office staffed by at least one competent person. If the person answering cannot give a firm commitment, the City will consider that the equipment/truck is not available and will go to the next on the list. However, the equipment/trucks shall be hired in its regular slot if the City is notified by the Contractor of a firm commitment prior to filling its requirements.

**D23. SPECIALIZED EQUIPMENT, TRUCKS AND DUMP TRUCKS**

- D23.1 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.

**D24. PAYMENT FOR RIPPERS AND LOW BED TRAILERS**

- D24.1 Payment for frost rippers and low bed trailers shall be at the following rate:
- (a) Frost Ripper: PREM (9) \$2.63 Class Code C) per hour actually used. PREM (10) \$4.73 Class Codes D, E, H & I per hour actually used. In Class H and Class I all frost rippers will be paid for the entire shift when specifically requested, if only used for a portion of a shift.
  - (b) Use Rate Code 11 for Class H1 - H3 and I1 to I4. Use Rate Code 13 for Class E1, E2, H4 - H9 and I5 to I9.3)
    - (i) Low Bed Trailer:
      - 1) Low bed trailers will be paid on a per move basis [(except as detailed in Provision 27. b) 2)] at the following rates:
        - a) Used for transporting equipment listed in Class Codes H1 to H3 and I1 to I4, \$150.93 per move.
        - b) Used for transporting equipment listed in Class Codes E1, E2, H4 to H9 inclusive, and I5 to I9 inclusive, \$200.00 per move.

- i.e.- Low bed used to transport equipment listed in H3 class to job site A = \$150.93.
- c) Low bed used to transport equipment listed in H3 class from job site A to job site B = \$150.93.
- d) Low bed used to transport equipment listed in H3 class from job site B to contractor's yard = \$150.93.
- e) Low bed used to transport equipment listed in I6 class to job site A = \$200.00.
- f) Low bed used to transport equipment in I6 class from job site A to job site B = \$200.00.
- g) Low bed used to transport equipment listed in I6 class from job site B to contractor's yard = \$200.00.
- 2) Equipment being transported by low bed will not be paid while in transit. Unless otherwise approved by the Contract Administrator, the low bed trailer rates will not apply where:
  - a) Due to but not limited to, equipment breakdown, 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 equipment supplier, no payment will be made for a low bed trailer used for transporting to the job site the substitute or replacement piece of equipment. Likewise, for a low bed trailer used for transporting from the job, site both the original piece of equipment working and the substitute or replacement piece of equipment, payment will be made for one move only.

**D25. RATE ADJUSTMENTS – EXTREME FUEL COST FLUCTUATIONS**

- D25.1 The Contract Administrator may, at his discretion, adjust upwards or downwards, the rates quoted for equipment included in this quotation to reflect exaggerated changes in diesel fuel prices. Such adjustment to be considered if the increase or decrease in fuel prices exceeds five (5) percent, based on prices paid by Public Works Department, Street Maintenance Division for clear diesel fuel, between April 6, 2004, and October 4, 2004. Any rate adjustment will reflect only that portion of fuel price increases or decreases in excess of the five (5) percent outlined above. Any adjustment shall be effective October 5, 2004, and will not be retroactive.
- D25.2 Average hourly fuel consumption figures shall be based upon manufacturers published specifications, averaged per equipment class by the Contract Administrator. (See example below)

Class Code	Average Hourly Consumption - Litres	Class Code	Average Hourly Consumption - Litres
J1	7.7	J4	17.1
J2	11.6	J5	22.0
J3	13.2	J6	24.0
J7	29.7		

**D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D26.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D27. PAYMENT SCHEDULE**

D27.1 Payment for hourly hired equipment and trucks shall be processed through the City of Winnipeg Hired Hourly 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 or trucks responding to callout. All payments are subject to the approval of the Manager of Street Maintenance Division.

**D28. DUPLICATION OF MAKE, MODEL AND SERIAL NUMBER**

D28.1 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.

D28.2 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.

**D29. WORKING MORE THAN ONE SHIFT/DAY**

D29.1 The lowest priced equipment in each "class" will be called first for each shift.

**D30. EQUIPMENT CO-ORDINATOR**

D30.1 The Equipment Co-ordinator of the Street Maintenance Division is responsible for controlling and administering the day-to-day operation of the system for hiring construction equipment and trucks. The Equipment Co-ordinator performs the following major functions:

- (a) Hiring and assignment of all construction season 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.

**D31. HARASSMENT**

D31.1 The intent of this section is to clearly identify that harassment of any type including but not limited to sexual, personal, and racial harassment as well as discourteous behaviour including using abusive, profane or threatening language by the Contractor or his employees will not be tolerated.

D31.2 The Contractor shall ensure that all persons he employs or retains to perform WORK pursuant to the terms of this Bid Opportunity behaves courteously and in a non-harassing manner to both members of the public and to employees of the City, failing which the City has the right to instruct the Contractor to replace any person not behaving courteously and/or in a harassing manner, 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.

- D31.3 Should a subsequent situation with respect to discourteous or harassing 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 Quotation and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Policy on Purchasing Procedures and The Disposal of Surplus Supplies.

**D32. RESOLUTION OF DISPUTES**

- D32.1 Should a dispute arise with respect to application of the provisions of this bid opportunity, the Contract Administrator shall investigate and rule on the dispute and the decision of the Contract Administrator shall be final.

**D33. STREET SWEEPERS**

- D33.1 All street sweepers must be able to contain a water supply with no leakage and all water spray systems must work properly or unit will not be allowed to work.
- D33.2 The Contract Administrator shall be the sole judge as to when spring cleanup is completed.

**D34. WATER AND SEWER EXCAVATION WORK**

- D34.1 The City will only engage excavation contractors to undertake water and sewer excavations that are registered with the Workplace Safety and Health Division, of the Department of Labour, Province of Manitoba. (Workplace Safety and Health Act 210, Manitoba Regulation 189/85, Section 107(1). To become registered, phone 945-6848.

**D35. DRIVER'S LICENSE FOR HIRED HOURLY TRUCKS AND EQUIPMENT**

- D35.1 The City requires that all Owner's and Contractor's ensure all Drivers and Operators have the appropriate drivers license for all Hired Hourly Trucks and Equipment supplied to the City.
- D35.2 Failure to supply the appropriate licenses will result in the truck or piece of equipment being stopped and not allowed to proceed until a operator or driver with the appropriate license comes to operate the equipment or truck.
- D35.3 Further ramifications may be implemented in accordance with D14 and D32.