FORM A: BID (See B8)

1.	Contract Title	SUPPLY AND DELIVER HYDRAULIC CRANES	Y OF TRUCK-MOUNTED ELE	CTRIC /
2.	Bidder	Name of Bidder		
		Usual Business Name of Bidde	er as it appears on Invoice (if different f	rom above)
		Street		
		City	Province	Postal Code
		Email Address of Bidder		
		Facsimile Number		
	(Mailing address if different)	Street or P.O. Box		
		City	Province	Postal Code
		GST Registration Number (if a	pplicable)	
		The Bidder is:		
	(Choose one)	a sole proprietor		
		a partnership		
		a corporation		
		carrying on business und	der the above name.	
3.	Contact Person	The Bidder hereby authorse the Bidder for purposes of	orizes the following contact pe of the Bid.	rson to represent
		Contact Person	Title	······································
		Telephone Number	Facsimile Number	
		Email Address		
4.	Definitions	All capitalized terms us ascribed to them in the C	sed in the Contract shall have General Conditions and D3.	ve the meanings

5.	Offer	The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out on Form B: Price appended hereto.
6.	Commencement of the Work	The Bidder agrees that no Work shall commence until he/she is receipt of a notice of award from the Award Authority authorizing the commencement of the Work.
7.	Contract	The Bidder agrees that the Bid Opportunity in its entirety shall I deemed to be incorporated in and to form a part of this off notwithstanding that not all parts thereof are necessarily attached to accompany this Bid.
8.	Addenda	The Bidder certifies that the following addenda have been received a agrees that they shall be deemed to form a part of the Contract:
		No Dated
		
9.	Time	This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.
10.	Signatures	The Bidder or the Bidder's authorized official or officials have signed th
		, 20 , 20
		Signature of Bidder or Bidder's Authorized Official or Officials
		(Print here name and official capacity of individual whose signature appears above)
		(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES (See B9)

SUPPLY AND DELIVERY OF TRUCK-MOUNTED ELECTRIC / HYDRAULIC CRANES

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE
1.	10,000 ft-lb Truck Mounted Electric/	16006			
	Hydraulic Crane		Each	2	
2.	16,000 ft-lb Truck Mounted Electric/	16007			
	Hydraulic Crane		Each	1	
3.	25,000 ft-lb Truck Mounted	16008			
	Electric/Hydraulic Crane		Each	2	

FORM N: DETAILED SPECIFICATIONS 16006

10,000 ft-lb TRUCK MOUNTED ELECTRIC / HYDRAULIC CRANE

1.0 SCOPE

- 1.1 These specifications describe the supply & delivery of a nominal 10,000 ft-lb electric over hydraulic crane to be installed by the City of Winnipeg on a 2016 Ford F-450 extended cab & chassis vehicle with a 9 ft. fibreglass service body.
- 1.2 The unit shall be furnished complete and ready for installation by the City of Winnipeg. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit and all parts thereof, shall conform in strength and quality of material and workmanship to the best standards and engineering practice of the industry.
- 1.3 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit.
- 1.4 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.

2.0 STANDARDS

2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.

Society of Automotive Engineers, SAE: http://www.standardsportal.org/usa_en/sdo/sae.aspx

2.2 The completed unit and all its components, shall comply with CAN/CSA-Z150-11 and all applicable ANSI, C.M.V.S.S. and Manitoba Highway Traffic Act regulations and requirements.

Highway Traffic Act: http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.pHP

Canadian Motor Vehicle Safety Standards, CMVSS: https://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm

2.3 All welding shall conform to the CSA/CWB Standards W47.1-03 and W59-03.

3.0 QUALIFICATIONS OF MANUFACTURER / CONTRACTOR

- 3.1 The Contractor shall be a manufacturer or authorized distributor/supplier of the cranes being supplied.
- 3.2 For the purpose of warranty repairs, the Contractor shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the equipment being offered. Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience on crane equipment, and general service capabilities. A description of the service facility shall be provided within 3-Calendar Days upon request of the Contract Administrator.

4.0 <u>INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS</u>

- 4.1 All items in these specifications must be answered indicating compliance or non-compliance. Bidders shall state "yes" for compliance or state deviation, or give a reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.
- 4.2 Each bidder is required to fill in every blank. Failure to do so may be used as a basis for rejection of bid.

5.0 PERFORMANCE

5.1 The crane shall be capable of operating safely and efficiently in any working position and in confined areas while performing lifting functions during summer and winter conditions normal to the City of Winnipeg. The crane shall be suitable for mounting on the rear corner of a fiberglass service body and capable of loading provisions and supplies to the deck area and onto tow behind trailers.

	body and capable of loading provisions and supplies to the deck area and	
6.0	SPECIFICATIONS	
6.1	Type – rear, corner-mount electric / hydraulic, telescopic crane, 10,000 ft-lb moment rating.	
6.1.1	State make and model being bid.	
6.2	Lifting capacities:	
	i) 1250 lbs. @ 8 ft. approx., state .	
	ii) 1000 lbs. @ 10 ft. approx., state .	
	iii) 660 lbs. @ 15 ft. approx., state .	
6.3	Mounting location – left-rear (driver's side) corner of service body on top of side packs.	
	Note: Service body has been reinforced from the manufacturer in the rear compartment to allow for a maximum 20,000 ft-lb telescopic crane.	
6.4	Reach – 15 ft. telescopically extendable boom length. Hydraulic power boom extending to 11 ft., plus manual extension to 15 ft. State boom extension details.	
6.5	Rotation – 360° continuous power rotation.	
6.6	Weight and dimensions. State the following:	
	i) Weight.	
	ii) Stowed Boom Length.	
	iii) Extended Boom Length.	
	iv) Width.	

The City of Winnipeg Bid Submission Bid Opportunity No. 48-2016 Page 6 of 15 Template Version: F020150806 - Fleet v) Height, in stowed position. 6.7 Base plate – to meet crane capacity, **state size and thickness**. 6.8 Automatic overload protection system – required. Winch – 12-Volt electric with approx. 60 ft. of $^{7}/_{32}$ in. galvanized 6.9 aircraft cable with safety hook and down haul weight. 6.10 Remote control pendant – 18 ft. approx., removable. 6.11 Circuit breaker – required, 150 Amp approx., City installed. 6.12 Master disconnect switch – required, City installed. 6.13 Outriggers – steel construction including all components for rear installation by the City of Winnipeg. Outriggers shall include a heavyduty crosstube rated for crane capacity, manually extendable with a crank-down leg on each side. The outriggers shall be incorporated into a custom made rear bumper, built and installed by the City of Winnipeg. 6.14 Operator's manual – one (1) required per crane. 7.0 **INSTALLATION** 7.1 The City of Winnipeg shall install the crane on the following City owned vehicle: 2016 Ford F450, Extended Cab 17,500 lbs. GVWR Extended Cab 60 in. CA 4WD Automatic transmission Horizontal discharge exhaust 225/70Rx19.5 tires 9 ft. fiberglass service body, crane mount provision on driver's side rear 7.2 The crane shall be supplied complete and ready for installation including, but not limited to, mounting hardware, fasteners, base plate, hydraulic hoses, hydraulic oil, etc. 7.3 Installation manual – the Contractor shall provide an installation manual providing installation instructions for the crane. The manual shall include, but not limited to, recommended fasteners, base plate, welding criteria, recommended outrigger design criteria, etc. 8.0 **DELIVERY**

8.1 Delivery – the equipment shall be delivered F.O.B. with the freight prepaid to the Winnipeg Fleet Management Agency, Repair Facility 7, 215 Tecumseh Street, Winnipeg, Manitoba within **sixteen (16) calendar weeks** from the date of award. The Contractor shall contact the Contract Administrator prior to delivery of the equipment. Equipment shall be delivered within 8:00 am and 3:00 pm on Business Days.

8.2	A pre-delivery inspection shall be performed by the Contractor on all equipment.	
9.0	PERFORMANCE RELIABILITY	
9.1	The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.	
9.2	The term "repeat failures" as used herein is defined to mean that the same component, assembly, or sub-assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, assembly, or sub-assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventative maintenance schedules.	
9.3	Where the unit develops repeated failures in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.	
10.0	WARRANTY	
10.1	The Contractor shall warrant all equipment and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace without cost to the City any article that has become defective and not proven to have been caused by negligence on the part of the user within two (2) years from the date the equipment is put into service by the City of Winnipeg.	

FORM N: DETAILED SPECIFICATIONS 16007

16,000 ft-lb TRUCK MOUNTED ELECTRIC / HYDRAULIC CRANE

1.0 SCOPE

- 1.1 These specifications describe the supply & delivery of a nominal 16,000 ft-lb electric over hydraulic crane to be installed by the City of Winnipeg on a 2016 Ford F-450 regular cab & chassis vehicle with an 11 ft. steel dump body.
- 1.2 The unit shall be furnished complete and ready for installation by the City of Winnipeg. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit and all parts thereof, shall conform in strength and quality of material and workmanship to the best standards and engineering practice of the industry.
- 1.3 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit.
- 1.4 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.

2.0 STANDARDS

2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.

Society of Automotive Engineers, SAE: http://www.standardsportal.org/usa_en/sdo/sae.aspx

2.2 The completed unit and all its components, shall comply with CAN/CSA-Z150-11 and all applicable ANSI, C.M.V.S.S. and Manitoba Highway Traffic Act regulations and requirements.

Highway Traffic Act: http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.pHP

Canadian Motor Vehicle Safety Standards, CMVSS: https://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm

2.3 All welding shall conform to the CSA/CWB Standards W47.1-03 and W59-03.

3.0 QUALIFICATIONS OF MANUFACTURER / CONTRACTOR

- 3.1 The Contractor shall be a manufacturer or authorized distributor/supplier of the cranes being supplied.
- 3.2 For the purpose of warranty repairs, the Contractor shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the equipment being offered. Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience on crane equipment, and general service capabilities. A description of the service facility shall be provided within 3-Calendar Days upon request of the Contract Administrator.

4.0 **INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS**

- 4.1 All items in these specifications must be answered indicating compliance or non-compliance. Bidders shall state "yes" for compliance or state deviation, or give a reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.
- 4.2 Each bidder is required to fill in every blank. Failure to do so may be used as a basis for rejection of bid.

5.0 **PERFORMANCE**

5.1 The crane shall be capable of operating safely and efficiently in any working position and in confined areas while performing lifting functions during summer and winter conditions normal to the City of Winnipeg. The crane shall be suitable for mounting on a truck frame behind the cab and in

	front of an 11 ft. dump body and capable of loading provisions and supplie onto tow behind trailers.	
6.0	SPECIFICATIONS	
6.1	Type – electric over hydraulic telescopic crane, two-boom design with first boom having an approx. 58 in. vertical height component, second boom hydraulically and manually extendable to 17 ft. approx., front centre-mount (behind the cab), 16,000 ft-lb moment rating.	
6.1.1	State make and model being bid.	
6.2	Lifting capacities:	
	i) 4000 lbs. @ 4 ft. approx., state .	
	ii) 1550 lbs. @ 10 ft. approx., state .	
	iii) 1050 lbs. @ 14 ft. approx., state .	
	iii) 800 lbs. @ 17 ft. approx., state .	
6.3	Mounting location – centre, frame-mounted behind cab and in front of City supplied and installed 11 ft. steel dump body.	
6.4	Reach – 17 ft. telescopically extendable boom length. Hydraulic power boom extending to 13' 9", plus manual extension to 17 ft. State boom extension details.	
6.5	Rotation – 360° continuous power rotation with slewing angle limitation.	
6.6	Weight and dimensions. State the following:	
	i) Weight.	
	ii) Stowed Boom Length.	
	iii) Extended Boom Length.	
	iv) Width.	

	v) Height, 56 in. approx. in stowed position.			
	vi) Mounting space required between back of cab and front of dump box.			
6.7	Base plate – to meet crane capacity, state size and thickness .			
6.8	Automatic overload protection system – required.			
6.9	Winch – 12-Volt electric with approx. 60 ft. of $^5/_{16}$ in. galvanized aircraft cable with safety hook and down haul weight.			
6.10	Remote control pendant – radio remote control.			
6.11	Circuit breaker – required, 150 Amp approx., City installed.			
6.12	Master disconnect switch – required, City installed.			
6.13	Outriggers – steel construction including all components for installation by the City of Winnipeg between the back of cab and front of dump body. Outriggers shall include a heavy-duty crosstube rated for crane capacity, hydraulically extendable outwards and hydraulic down leg on each side.			
6.14	Operator's manual – one (1) required per crane.			
7.0	INSTALLATION			
7.1	The City of Winnipeg shall install the crane on the following City owned vehicle:			
	 2016 Ford F450, Regular Cab 16,500 lbs. GVWR Regular Cab 84 in. CA 4WD Automatic transmission Horizontal discharge exhaust 225/70Rx19.5 tires 11 ft. steel dump body, 48 in. height of front approx., no cab shield 			
7.2	The crane shall be supplied complete and ready for installation including, but not limited to, mounting hardware, fasteners, base plate, hydraulic hoses, hydraulic oil, etc.			
7.3	Installation manual – the Contractor shall provide an installation manual providing installation instructions for the crane. The manual shall include, but not limited to, recommended fasteners, base plate, welding criteria, recommended outrigger design criteria, etc.			
8.0	DELIVERY			
8.1	Delivery – the equipment shall be delivered F.O.B. with the freight prepaid to the Winnipeg Fleet Management Agency, Repair Facility 7, 215 Tecumseh Street, Winnipeg, Manitoba within sixteen (16) calendar			

weeks from the date of award. The Contractor shall contact the Contract Administrator prior to delivery of the equipment. Equipment

	shall be delivered within 8:00 am and 3:00 pm on Business Days.	
8.2	A pre-delivery inspection shall be performed by the Contractor on all equipment.	
9.0	PERFORMANCE RELIABILITY	
9.1	The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.	
9.2	The term "repeat failures" as used herein is defined to mean that the same component, assembly, or sub-assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, assembly, or sub-assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventative maintenance schedules.	
9.3	Where the unit develops repeated failures in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.	
10.0	WARRANTY	
10.1	The Contractor shall warrant all equipment and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace without cost to the City any article that has become defective and not proven to have been caused by negligence on the part of the user within two (2) years from the date the equipment is put into service by the City of Winnipeg.	

FORM N: DETAILED SPECIFICATIONS 16008

25,000 ft-lb TRUCK MOUNTED ELECTRIC / HYDRAULIC CRANE

1.0 SCOPE

- 1.1 These specifications describe the supply & delivery of a nominal 25,000 ft-lb electric over hydraulic crane to be installed by the City of Winnipeg on a 2016 Ford F-550 crew cab & chassis vehicle with a 9 ft. fibreglass service body.
- 1.2 The unit shall be furnished complete and ready for installation by the City of Winnipeg. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit and all parts thereof, shall conform in strength and quality of material and workmanship to the best standards and engineering practice of the industry.
- 1.3 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit.
- 1.4 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.

2.0 STANDARDS

2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.

Society of Automotive Engineers, SAE: http://www.standardsportal.org/usa_en/sdo/sae.aspx

2.2 The completed unit and all its components, shall comply with CAN/CSA-Z150-11 and all applicable ANSI, C.M.V.S.S. and Manitoba Highway Traffic Act regulations and requirements.

Highway Traffic Act: http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.pHP

Canadian Motor Vehicle Safety Standards, CMVSS: https://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm

2.3 All welding shall conform to the CSA/CWB Standards W47.1-03 and W59-03.

3.0 QUALIFICATIONS OF MANUFACTURER / CONTRACTOR

- 3.1 The Contractor shall be a manufacturer or authorized distributor/supplier of the cranes being supplied.
- 3.2 For the purpose of warranty repairs, the Contractor shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the equipment being offered. Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience on crane equipment, and general service capabilities. A description of the service facility shall be provided within 3-Calendar Days upon request of the Contract Administrator.

4.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

- 4.1 All items in these specifications must be answered indicating compliance or non-compliance. Bidders shall state "yes" for compliance or state deviation, or give a reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.
- 4.2 Each bidder is required to fill in every blank. Failure to do so may be used as a basis for rejection of bid.

5.0 PERFORMANCE

5.1 The crane shall be capable of operating safely and efficiently in any working position and in confined areas while performing lifting functions during summer and winter conditions normal to the City of Winnipeg. The crane shall be suitable for mounting on the rear corner of a fiberglass service body and capable of loading provisions and supplies to the deck area and onto tow behind trailers.

	•	d capable of loading provisions and supplies to the deck area and o	
6.0	SPECIF	CATIONS	
6.1		ear, corner-mount electric / hydraulic, telescopic crane, -lb moment rating.	
6.1.1	State ma	ake and model being bid.	
6.2	Lifting ca	apacities:	
	i) 3125	5 lbs. @ 8 ft. approx., state .	
	ii) 250	0 lbs. @ 10 ft. approx., state .	
	iii) 156	5 lbs. @ 16 ft. approx., state .	
	iv) 125	0 lbs. @ 20 ft. approx., state .	
6.3		g location – right-rear (passenger's side) corner of service body side packs.	
	Note:	Service body has been reinforced from the manufacturer in the rear compartment to allow for a maximum 25,000 ft-lb telescopic crane.	
6.4	power bo	20 ft. telescopically extendable boom length. Hydraulic com extending to 16 ft., plus manual extension to 20 ft. om extension details.	
6.5	Rotation	– 360° continuous power rotation.	
6.6	Weight a	and dimensions. State the following:	
	i) Wei	ght.	
	ii) Stov	wed Boom Length.	
	iii) Exte		

The City of Winnipeg **Bid Submission** Bid Opportunity No. 48-2016 Page 14 of 15 Template Version: E020150806 - Elect iv) Width. v) Height, in stowed position. 6.7 Base plate – to meet crane capacity, **state size and thickness**. 6.8 Automatic overload protection system – required. Winch – 12-Volt electric with approx. 80 ft. of $\frac{5}{16}$ in. galvanized 6.9 aircraft cable with safety hook and down haul weight. 6.10 Remote control pendant – 25 ft. approx., removable. 6.11 Circuit breaker – required, 150 Amp approx., City installed. 6.12 Master disconnect switch – required, City installed. 6.13 Outriggers – steel construction including all components for rear installation by the City of Winnipeg. Outriggers shall include a heavyduty crosstube rated for crane capacity, manually extendable with a crank-down leg on each side. The outriggers shall be incorporated into a custom made rear bumper, built and installed by the City of Winnipeg. 6.14 Operator's manual – one (1) required per crane. 7.0 **INSTALLATION** 7.1 The City of Winnipeg shall install the crane on the following City owned vehicle: 2016 Ford F550, Crew Cab 19,500 lbs. GVWR Crew Cab 60 in. CA 4WD Automatic transmission Horizontal discharge exhaust 225/70Rx19.5 tires 9 ft. fiberglass service body, crane mount provision on passenger's side rear 7.2 The crane shall be supplied complete and ready for installation including, but not limited to, mounting hardware, fasteners, base plate, hydraulic hoses, hydraulic oil, etc. 7.3 Installation manual – the Contractor shall provide an installation manual providing installation instructions for the crane. The manual shall include, but not limited to, recommended fasteners, base plate, welding criteria, recommended outrigger design criteria, etc. 8.0 **DELIVERY**

8.1 Delivery – the equipment shall be delivered F.O.B. with the freight prepaid to the Winnipeg Fleet Management Agency, Repair Facility 7, 215 Tecumseh Street, Winnipeg, Manitoba within **sixteen (16) calendar weeks** from the date of award. The Contractor shall contact the Contract Administrator prior to delivery of the equipment. Equipment shall be delivered within 8:00 am and 3:00 pm on Business Days.

8.2	A pre-delivery inspection shall be performed by the Contractor on all equipment.	
9.0	PERFORMANCE RELIABILITY	
9.1	The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.	
9.2	The term "repeat failures" as used herein is defined to mean that the same component, assembly, or sub-assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, assembly, or sub-assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventative maintenance schedules.	
9.3	Where the unit develops repeated failures in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.	
10.0	WARRANTY	
10.1	The Contractor shall warrant all equipment and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace without cost to the City any article that has become defective and not proven to have been caused by negligence on the part of the user within two (2) years from the date the equipment is put into service by the City of Winnipeg.	