



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 215-2017

**PROVISION OF HIRED TRACTORS AND A CRISAFULLI PUMP FOR THE 2017
SPRING FLOOD EVENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF HIRED TRACTORS AND A CRISAFULLI PUMP FOR THE 2017 SPRING FLOOD EVENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **March 16th, 2017**

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. BID SUBMISSION

B4.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Price;

B4.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B4.3 Bidders are advised not to include any information/literature except as requested in accordance with B4.1.

B4.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B10.1(a)

B4.5 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B4.6 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

B4.7 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B4.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.

B4.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B4.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B5. BID

B5.1 The Bidder shall complete Form A: Bid, making all required entries.

B5.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted; and
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B5.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B5.2.

B5.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B5.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers; and
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B5.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B5.4.2 All signatures shall be original.

B5.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B6. PRICES

- B6.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B6.2 The Bidder will be required to submit a copy of the vehicle registration after the submission deadline. No tractor shall be hired out for Work until the vehicle registration has been submitted.
- B6.3 All quoted hourly rental rates shall include all costs of any nature whatsoever associated with the supply and operation of the equipment, including but not limited to:
- (a) Mobilization and Demobilization;
 - (b) Set up and tear down;
 - (c) Qualified operators;
 - (d) Fuel, oil, lubrication and all maintenance;
 - (e) Lighting Plants;
 - (f) Hoses, fittings and any required adaptors;
 - (g) Any and all overtime;
 - (h) Any and all travel time to the work site, except as specified in B8.8; and
 - (i) All insurance and all other costs.
- B8.8 The hourly rates quoted are from the time that equipment reaches the site until the specific Work is completed. Travel time to and from job site is the responsibility of the Contractor and City will not pay for the same

B7. QUALIFICATION

- B7.1 The Bidder shall:
- (a) undertake to 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out Work, similar in nature, scope and value to the Work; and
 - (f) employ only Subcontractors who:
 - (i) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm> ; and
 - (ii) have successfully carried out Work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B7.2 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B7.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B8. OPENING OF BIDS AND RELEASE OF INFORMATION

B8.1 Bid Submissions will not be opened publicly.

B8.2 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B9. IRREVOCABLE BID

B9.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B9.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B10. EVALUATION OF BIDS

B10.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B7 (pass/fail);
- (c) total Bid Price

B10.2 Further to B10.1(a), 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 or minor informalities or irregularities if the interests of the City so require.

B10.3 Further to B10.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B10.4 Further to B10.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B10.4.1 Further to B10.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B11. AWARD OF CONTRACT

B11.1 Without limiting the generality of B15.1 the City will have no obligation to award a Contract where:

- (a) The prices exceed the available City funds for the Work;
- (b) The prices are materially in excess of the prices received for similar work in the past;
- (c) The prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) Only one Bid is received; or

- (e) In the judgement of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B11.2 This Bid Opportunity shall not be interpreted by the Contractor(s) as an obligation on the part of the City to provide Work, or as a representation that Work is available. Work, if and when available, at the discretion of the Manager of Streets Maintenance Division, shall be assigned in accordance with the terms and conditions of the Bid Opportunity.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of hired tractors and a Crisafulli pump for the 2017 spring flood event from April 3, 2017 until notified by the Contract Administrator that the services are no longer required.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Kas Zurek, P. Eng.
Design and Construction Engineer
Telephone No. 204-982-2025
Email Address: Kzurek@winnipeg.ca

SUBMISSIONS

D4. AUTHORITY TO CARRY ON BUSINESS

D4.1 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.

D5. WORKERS COMPENSATION

D5.1 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.

D5.2 For the purpose of this Contract, a Contractor shall be in good standing with workers compensation and will not be deemed a "worker" by the compensation board.

D6. INSURANCE

D6.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Property insurance for your contractors equipment;
- (c) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service.

The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- D6.2 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D6.3 The Contractor shall provide the Contract Administrator with 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 seven (7) Calendar Days from notification of the award of Contract.
- D6.4 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.
- D6.5 The City shall have the right to alter limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D4;
 - (ii) evidence of the workers compensation coverage specified in D5; and
 - (iii) evidence of the insurance specified in D6.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D7.3 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.

D8. DECLARATION BY CONTRACTOR

- D8.1 The Contractor declares that he has submitted his Bid and entered into this Contract 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 combines in connection with his Bid or Contract.

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.
- D9.5 Restoration of any area pavement, boulevard, structure etc. shall be restored by the contractor and considered incidental to the work.

D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D10.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D10.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without prior written authorization of the Contract Administrator.
- D10.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) The Contract, all deliverables produced or developed; and
 - (c) Any statement of fact or opinion regarding any aspect of the Contract.
- D10.4 A Contractor who violates any provision of D13 may be determined to be in breach of Contract.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D11.1 Further to C6.24, 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).

D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D12.1 The Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C11, the Contractor shall submit an invoice **bi-weekly** of work performed * MERGEFORMAT to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D13.2 Invoices must clearly indicate, as a minimum:

- (a) the Bid Opportunity number;
 - (b) date(s) of Work;
 - (c) address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B4.8.
- D13.5 The hours of operation identified in Form A are an estimate only of the hours of pumping operation that will be required. The actual amount of hours may increase or decrease significantly depending on flood conditions experienced during the 2017 spring flood event. There will be no consideration for additional payment if hours of operation change from those identified in Form A.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. TRACTOR SUPPLY OPERATE AND CONNECT TO PUMPS

E2.1 Beaujolais Coulee.

E2.1.1 Two (2) tractors that are rated 175-200hp at 540 rpm are required to connect to the existing vertical pumps at the Beaujolais Gate Chamber. The Gate Chamber is located on Pembina Hwy near the intersection of the Ducharme Avenue.

E2.2 Baldry Creek.

E2.2.1 Two (2) tractors that are rated 240 HP required to connect to two (2) City supplied Crisafulli pumps. Supply suitable discharge hose from the Crisafulli to pumps to existing discharge pipes that are installed beneath PTH 101. The pumping location is located on PTH 101 near the exit to north bound Pembina Hwy.

E3. TRACTOR AND PUMP SUPPLY AND OPERATE

E3.1 Lot 16 Drain

E3.1.1 One (1) tractor that is rated 240 HP complete with one (1) Crisafulli L16 – C pump. The pump shall have a 16” diameter discharge with a 19” impeller. Supply all necessary discharge hoses for the purposes required.. The pumping location is located at the Gate Chamber on Kenaston Boulevard South of Scurfield Boulevard.

E4. EQUIPMENT RELIABILITY

E4.1 At the sole discretion of the City of Winnipeg, tractors and pumps not fulfilling the ability to provide effective pumping at the prescribed locations will be removed and replaced with suitable equipment as required.

E5. OPERATOR'S COMPETENCE AND PERFORMANCE

E5.1 The Contractor's operator shall maintain all equipment 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, or
- (d) engaged in activity outside the City's interest.

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 Contract Administrator.

E6. OWNERS OF EQUIPMENT/TRUCKS AND THEIR EMPLOYEES

E6.1 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.

E7. SAFETY REQUIREMENT

E7.1 No person under the age of 18 may operate hired equipment or trucks for The City of Winnipeg.

E7.2 All equipment shall be equipped with lighting to meet or exceed the requirements as per Appendix C of the Public Works Department Equipment Lighting Visibility Standard and regulations passed there under. Dump trucks dump trailers or trucks mounted with other apparatus, to be equipped with strobe or revolving beacon.

E7.3 All equipment and truck Bid in this Bid Opportunity shall be equipped with an operating back-up alarm.

E7.4 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 regulation in force at the time this Bid Opportunity is accepted, or which may subsequently be enacted.

E7.5 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. Additional personal protective equipment is required when working during periods of low visibility, with the minimum standard being CSA class 3 safety apparel (Refer to Appendix 'D' of the standard for details.) ReflectORIZED wrist and ankle cuff bands can be used to meet this requirement.

E7.6 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.

E7.7 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.

E8. SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY

E8.1 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:

E8.2 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.

E9. REPLACEMENT OF EQUIPMENT AFTER BREAKDOWN

E9.1 In the event of equipment breakdown, the Contract Administrator or his designate may allow two (2) hours of uncompensated time to repair or substitute the piece of equipment. If the piece of equipment is not repaired or substituted within the allotted time, the Contractor will replace the broken down equipment with a suitable replacement.