

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 655-2017** 

PROVISION OF HOURLY RATES FOR HIRED EQUIPMENT AND DUMP TRUCKS 2017-2018 SNOW SEASON

#### **IMPORTANT NOTICE TO BIDDERS**

# <u>NOTICE #1</u> – INFORMATION MEETING ABOUT BID-OPPORTUNITY 655-2017 FOR THE PROVISION OF HOURLY RATES FOR HIRED EQUIPMENT AND DUMP TRUCKS FOR THE 2017-2018 SNOW SEASON.

The Heavy Equipment & Aggregate Truckers Association of Manitoba Inc. (HEAT) have made arrangements to hold an information meeting that will take place on August 22, 2017 at 7:00 PM at the Canad Inn Club Regent – Blue Lagoon Room (main floor) – 1415 Regent Avenue. City representatives will be available to provide an update about changes for this upcoming winter season. All are welcome to attend and there is no charge to attend.

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### **BIDDING PROCEDURES**

#### B1. CONTRACT TITLE

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#### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 5, 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. INFORMATION MEETING

- B3.1 The Contract Administrator will be attending an Information Meeting that will be held by HEAT at he Canad Inn Club Regent Blue Lagoon Room (main floor) 1415 Regent Avenue on August 22, 2017 at 7:00 PM.
- B3.2 Not be entitled to rely on any information or interpretation received at the Information meeting unless that information or interpretation is provided by the Contract Administrator in writing.

#### B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 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.
- B4.3 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.
- B4.4 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.
- B4.5 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.
- B4.6 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.

#### B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
  - (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <u>http://www.winnipeg.ca/matmgt/bidopp.asp</u>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

#### B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

#### B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices;
    - (i) Snow Removal Equipment; and/or
    - (ii) Semi-Trailer Dump Trucks; and/or
    - (iii) Rubber-Tired Skid Steer
- B8.1.1 When bidding equipment in the J10, J11, J13, J14, J16 classes, enter bids on Form B: Prices with the heading: RUBBER-TIRED SKID STEER AND TRACKLESS TRACTORS.
- B8.1.2 Place a check mark as required on Form B: Snow Removal Equipment (B7.1 (b) i) if interested in providing Guaranteed Equipment.
- B8.1.3 The City of Winnipeg is interested in entering into an agreement for the guaranteed provision of a limited number of loaders and graders for the 2017/2018 winter season. Bidders who may be interested in making such a commitment to the City must complete Form B: if a unit is not indicated for the guaranteed list on Form B, it will not be considered to be applying for the guaranteed list.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B17.1(a)
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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

- B8.7.1 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.
- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

#### B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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;
  - (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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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;
  - (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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 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.

#### B10. PRICES

B10.1 The Bidder shall state the Make, Model, Unit and Serial Number to identify all equipment and trucks, in writing on Form B: Prices. Failure to include the Make, Model, Unit and Serial

Number shall cause the equipment or truck to be rejected. Only original equipment manufactured (O.E.M) serial number to be used.

- B10.2 Bidders may be required to submit a copy of the vehicle registration after the submission deadline. No truck shall be called out for Work until the vehicle registration has been submitted if required.
- B10.3 In the event that Bids from different Bidders are identical for a class, the City reserves the right to have a lottery. The lottery would consist of having a draw of names to set the call-out order, with all tied Bidders being invited to attend.
- B10.4 In the event that the city errors in the slotting and/or calling out of equipment/trucks, the Bidder/Contractor shall have no claim against the City.
- B10.5 The Contractor shall not be compensated for rest breaks or meal breaks except as outlined below. If operational requirements permit, the city foreman may, at his discretion, allow one paid break per four hours of Work up to the maximum extent of fifteen minutes. The fifteen minutes for the break shall include travel time to and from the Work site. Breaks cannot be accumulated nor will payment be owing by the City for breaks not granted or not taken.
- B10.6 All quoted hourly rental rates shall include all costs of any nature whatsoever associated with the supply and operation of the equipment and trucks, including but not limited to:
  - a) Qualified and competent operators;
  - b) Fuel, oil, lubrication and all maintenance;
  - c) Any and all overtime, except as specified in B10.10 (i.e.: no special or additional rates will be accepted);
  - d) Any and all travel time to the Work site, except as specified in B10.5;
  - e) All insurance and all other costs.
- B10.7 Sander license plate number to be used instead of unit number.
- B10.8 All sander shall bid on a per hour basis for each area. (North, East, South)
- B10.9 For slotting purposes the Rates per Hour will be divided by two. Allowing the truck to have the age clause (outlined in B17.2) applied to it, plus the sander will have the age clause applied to it. That rate will then be entered for slotting.
  - (a) Eg: price per hour \$30.00

2010 sander \$15.00 - (\$15.00 x 20% = \$3.00) = \$12.00 2010 truck \$15.00 - (\$15.00 x 20% = \$3.00) = <u>\$12.00</u> \$24.00

- (b) Failure to Supply registration may cause unit not to be hired if registration is required.
- B10.10 Weekend & Statutory Holiday Premiums
- B10.10.1 An overtime premium of \$13.76/hour will be paid for each hour of equipment/truck time worked during the weekend period 19:00 hours Friday to 19:00 hours Sunday.
- B10.10.2 An overtime premium will also be paid for Work on a statutory holiday or Remembrance Day. In the event that one of these holidays falls on a Friday then the premium will be paid for all equipment/truck hours worked between 10:00 Thursday to 19:00 Sunday. Similarly, if one of these holidays falls on a Monday, then a premium will be paid for all equipment/truck hours worked between 19:00 Friday to 19:00 Monday.
- B10.10.3 Should a statutory holiday or Remembrance Day fall on Tuesday, Wednesday or Thursday, an overtime premium will be paid for all hours worked from 19:00 hours the day prior to 19:00 hours on the day of the holiday.

- B10.10.4 Statutory holiday are New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day.
- B10.10.5 Any weekend or statutory holiday premium paid to the equipment/truck operator is the sole responsibility of the equipment/truck owner. Notwithstanding that the Contractor may be required by law to pay overtime to his employees if they have worked excessive hours.
- B10.11 Equipment and trucks called out shall be paid a minimum of four hours, except where it is obvious from inclement weather, that the Work will not proceed. The hour rates quoted are from the time that equipment reaches the Site until the specific Work is completed. Travel time to and from the Work is the responsibility of the Contractor and the City will not pay for same. IF there is any doubt the Contractor should contact the City's Equipment Coordinator at 204-986-6481.
- B10.11.1 A callout shall include Work assigned at one or more locations and includes Work assigned for different users.

#### B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:

(a) N/A

#### B12. PROVISION FOR GUARANTEED EQUIPMENT

- B12.1 The City is interested in entering into agreement for the guaranteed provision of a limited number of loaders and graders for the 2017/2018 winter season. Bidder who may be interested in making such a commitment to the City must complete Form B: To apply your equipment for the Guaranteed List refer to Form B and make a "check mark" next to the class code for your unit in the first column entitled "Guaranteed Equipment". If a unit is not indicated for the Guaranteed List on Form B, it will not be considered for the Guaranteed List.
- B12.2 The City is prepared to enter into agreements to ensure the availability of a minimum number of pieces of equipment in the following classifications:
  - (a) 25 x K6 Motor Graders
  - (b) 30 x J3 Loaders
  - (c) 15 x J5 Loaders

All guaranteed equipment must be available for inspection and use on November 1, 2017.

- B12.3 Guaranteed equipment will be allocated to a specific work area for the entire winter season. The amount of equipment in each Area will be based on the City's needs and will be established prior to the start of winter.
- B12.4 Bidders who have indicated an interest to provide guaranteed equipment on Form B: will be contacted in order of equipment age to fulfill the City's required number of guaranteed equipment in each Area.
- B12.5 Guaranteed equipment must be available for each shift (day and night) that the City works during a major plowing operation.
- B12.6 Guaranteed payments will be based on thirty (30) hours a month for each of five (5) months during the winter season November through March.
- B12.7 Guaranteed payments will be offset by hours worked but only within the month actually worked.

- B12.8 Equipment commitment is only for major plowing operations.
- B12.9 Every effort will be made to utilize guaranteed equipment in their preferred areas. However there may be isolated events where the guaranteed equipment will be expected to work in other areas of the City.

#### B13. QUALIFICATION

- B13.1 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; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract
- B13.2 be financially capable of carrying out the terms of the Contract; and
  - (a) 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 <u>http://www.winnipeg.ca/matmgt/debar.stm</u>
- B13.3 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba)
- B13.4 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.
- B13.5 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.

#### B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bid Submissions will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>

B14.4 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.

#### B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 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.

#### B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
  - (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### B17. EVALUATION OF BIDS

- B17.1 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 B13 (pass/fail);
  - (c) Call Out List for Semi-Trailer Dump Trucks will be determined using the actual floor length of the trailer. This length will then be divided in the rate per hour and that rate will be for slotting purposes only. The frame is not measured and the length it was purchased has no bearing. The measurement is from the front edge of the floor to the tailgate. See example in E2.3. NOTE: NO registration or ownership papers no slotting.
  - (d) Call Out List for all other Equipment will be determined as per B17.2.
- B17.1.1 If more than one unit of a class is quoted by the Bidder, the Streets Maintenance Division will endeavour to assign all units in that class to the same bidding area. However, if a Bidder quotes more than one class of equipment, there is no guarantee expressed or implied that all equipment will be assigned to the same bidding area. This does not include guarantee equipment. Guaranteed equipment will be assigned where needed.
- B17.2 For the purpose of slotting only, the following formula will be used:

Slotting

- (a) Equipment originally manufactured after **2015** shall be given a 30% price/hour advantage.
- (b) Equipment originally manufactured after **2012** shall be given a 25% price/hour advantage.
- (c) Equipment originally manufactured after **2009** shall be given a 20% price/hour advantage.
- (d) Equipment originally manufactured after **2006** shall be given a 15% price/hour advantage.
- (e) Equipment originally manufactured after **2003** shall be given a 10% price/hour advantage.
- (f) Equipment originally manufactured in **2003** and prior years shall be given no price/hour advantage.

#### Example:

		Year	Bid	Price	Advantage
Grader built:	a)	2016	\$40.00	\$28.00	30%
	b)	2013	\$40.00	\$30.00	25%
	c)	2010	\$40.00	\$32.00	20%
	d)	2007	\$40.00	\$34.00	15%
	e)	2004	\$40.00	\$36.00	10%
	f)	<b>2003</b> or prior	\$40.00	\$40.00	0%

Slotting

- B17.3 Further to B17.1, the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.4 Further to B17.1 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.

#### B18. AWARD OF CONTRACT

- B18.1 This Bid Opportunity is to establish pay rates and a hiring order for snow clearing equipment and/or semi-trailer dumps for the 2017-2018 Snow Season. Snow clearing activities for the Public Works Department conducted on City roads, lanes, sidewalks and other areas, as necessary, shall include, but not necessarily be limited to plowing, hauling and/or loading snow, widening roadways and/or sidewalks, scarifying ice, spreading sand/salt/aggregate and levelling and maintenance of snow dump sites (referred to herein as "the Work").
- B18.2 Without limiting the generality of B17.1, 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 judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 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 the representation that work is available. Work, if and when available, at the discretion of the Contract Administrator, shall be assigned in accordance with the terms and conditions of this 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- 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 Hourly Rates for Hired Equipment and Dump Trucks **2017-2018** Snow Season.
- D2.2 The City shall be the sole judge of what Work will be performed under this Contract.
- D2.3 The City reserves the right to issue other bid opportunities for equipment/dump trucks.
- D2.4 The City reserves the right to by-pass a lower bid piece of equipment/dump truck, if it is deemed inadequate for that particular job.
- D2.4.1 A map of the Bidding areas' boundaries for snow equipment only is attached to this Specification, for reference in Appendices
- D2.4.2 Bid price (lowest area price in a class) is an indication of the area you prefer to Work in.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
  - (a) "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "Submission Deadline" and "Time and Date Set for the Final Receipt of Bids" means the time and date set out in the Bidding Procedures for final receipt of Bids.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Abe Wiebe Field Support Services Supervisor Telephone No. 204-470-7922 Email: abewiebe@winnipeg.ca

D4.2 At the information meeting, the Contract Administrator will identify additional City personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### D5. CONTRACTOR'S SUPERVISOR

D5.1 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D5.1 may be determined to be in breach of Contract.

#### D7. NOTICES OF APPEAL

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer Facsimile No.: 204-949-1174

#### SUBMISSIONS

#### D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

#### D9. WORKERS COMPENSATION

- D9.1 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.
- D9.2 In the event of default of Workers Compensation coverage, the City of Winnipeg will withhold funds and Work until the Contractor has the appropriate coverage and evidence is provided to the Contract Administrator.

#### D10. INSURANCE

- D10.1 The Contractor providing <u>unlicensed equipment</u> (Contractors Equipment) 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;
- D10.2 The Contractor providing <u>licensed equipment</u> (insured through MPI or another Auto liability carrier) shall provide and maintain the following insurance coverage:

- a) 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;
- b) 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- c) Confirmation either under the Automobile Liability policy OR the commercial general liability policy that coverage includes loading and unloading / hauling and dumping.
- D10.3 The Certificate must clearly state: "Operations include snow clearing on City right-of-ways during winter months" (i.e. insurance to cover snow clearing and ice control of streets, roadways, sidewalks back lanes /alleys, etc.).
- D10.4 All policies shall be taken out with insurers licensed to and carry on business in the Province of Manitoba.
- D10.5 Deductibles must be expressly stated on the certificate of insurance and must not exceed \$5,000.00.
- D10.6 Deductibles shall be borne by the Contractor.
- D10.7 The Contractor shall file with the City certificates of insurance, confirming and expressly stating all requirements, in a form satisfactory to the City Solicitor; these certificates must be received by the City and approved, prior to commencement of any Work.
- D10.8 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D10.9 The City shall have the right to alter limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D10.10 The City will require proof of insurance before any piece of equipment can be utilized. Failure to provide the necessary documentation will result in the removal of that equipment until the necessary documentation has been provided.
- D10.11 If not engaged in snow clearing operations, the certificate must clearly state the Contractor's specific operations.

#### D11. DAMAGE CLAIMS

- D11.1 The Contractor shall report to the City 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.
- D11.2 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.
- D11.3 The Streets Maintenance Division 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 investigators and shall promptly provide all information requested of him to enable the City to determine responsibility for the injury or damage. The Streets Maintenance Division will identify if the damage was caused by negligent action on behalf of the Contractor or whether it should be considered as unforeseen damages that would be the responsibility of the City. The City shall notify the Contractor of their decision and, where the decision is that the Contractor was responsible; the Contractor shall settle the claim through the process required by the City of Winnipeg Claims Branch.

#### SCHEDULE OF WORK

#### D12. COMMENCEMENT

- D12.1 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.
- D12.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in D9; and
    - (iii) evidence of the insurance specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D12.3 The Contractor must provide the City with their G.S.T. registration number at least 24 hours prior to commencement of 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.

#### D13. DECLARATION BY CONTRACTOR

D13.1 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 combines in connection with his Bid or Contract.

#### D14. EQUIPMENT AND TRUCK RELIABILITY

- D14.1 At the sole discretion of the Streets Maintenance Division, equipment or trucks which show a istory of breakdowns and/or not reporting for Work or of being substituted for will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the Streets Maintenance Division. The Contractor shall produce copies of Work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Also, all equipment/trucks must comply to the specifications and safety requirements in this Bid Opportunity or the unit will not be used.
- D14.2 When a Contractor bids more than one unit in a class and the unit price for this equipment is different, the unit with the lowest slotted price will be hired first. If the lower priced unit in a class is not available, the next higher priced unit will be used but only if it qualifies as a substitute in accordance with Clause D20. In addition the impacts of slotting and age advantage will be considered.

#### D15. OPERATOR'S COMPETENCE AND PERFORMANCE

D15.1 The Contractor's operator shall maintain all equipment/trucks in good working order and shall perform all obligations expressed and implied in this Bid Opportunity in good, safe and workmanlike manner. Where, in the opinion of the City supervisor or foreman, an operator fails to meet the obligations expressed or implied in this Bid Opportunity, and without limiting the generality of the foregoing, the operator is:

- (a) unqualified, incompetent, 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 interests. (including side-jobs)
- D15.2 The equipment/truck and operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the sole satisfaction of the Contract Administrator.
- D15.3 Individuals under the age of 18 years are not permitted by the City of Winnipeg to operate any equipment used in snow clearing and ice control activities.

#### D16. SUSPENSION AND REMOVAL FROM CALLOUT LISTS

- D16.1 A private operator caught working on private property during City of Winnipeg working hours will be automatically suspended, pending a hearing.
- D16.2 Suspension from the callout lists may be made by the Contract Administrator, at his sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the Bid Opportunity.
- D16.3 If the City of Winnipeg determines that one of your equipment operators is not competent, or the piece of equipment is not appropriate, the operator or piece of equipment immediately will result in the equipment being released and sent home for the remainder of the shift. A second occurrence will result in the equipment being released and sent home, and that piece of equipment will not be permitted to work for the City of Winnipeg until the next snow event following the end of storm clearing. A third occurrence will result in the operator and equipment or contractor/ equipment provider being removed from the call-out list for the remainder of snow season.
- D16.4 A Contractor who makes a substitution for guaranteed equipment without approval of the Contract Administrator will be removed from the guaranteed list immediately for the remainder of the winter season.
- D16.5 Additional obligations shall include, but shall not be limited to:
  - (a) Failure to supply an Operator/Driver with the appropriate driver's license for said piece of equipment/truck
  - (b) Equipment/truck mechanical condition;
  - (c) Operator's attitude, ability or actions;
  - (d) Failure to report to an assigned Work site;
  - (e) Failure to report to the Work site at the assigned time;
  - (f) Working without being assigned by the Equipment Co-ordinator;
  - (g) Failure to bring equipment in for inspection, when requested to do so;
  - (h) Failure to properly complete Work Tickets;
  - (i) Low productivity (at the sole determination of the City foreman or Supervisor)'
  - (j) Failure to report to the City of Winnipeg Claims Branch as required in D11.1;
  - (k) Failure to co-operate with the Claims Investigator as required in D11.2;
  - (I) Failure to settle any claim as required in D11.3;
- D16.6 After suspension, the Contractor will be requested to explain the circumstances that caused the suspension. The Contract Administrator 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.
- D16.7 Removal from the callout list may result and future contracts may not be awarded based on one or more instances of unacceptable performance at the sole discretion of the Contract Administrator.

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 Contract Administrator given pursuant to any of the provisions of the Bid Opportunity or if he should fail to make prompt payment of wages, or accounts for the purchase or rental of material or plant or disregard by-laws and statutory regulations or if he contract Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof, the Contract Administrator may notify the Contractor to discontinue all Work or any part thereof, under this Bid Opportunity, by a written notice to be served upon the Contractor. Should such notice being given, the Contractor shall forthwith discontinue the Work or such part thereof as the Contract Administrator shall designate.

#### **CONTROL OF WORK**

#### D17. OWNERS OF EQUIPMENT/TRUCKS AND THEIR EMPLOYEES

D17.1 The Contractor, owner, owner/operator and /or operator of the equipment supplied under this id 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.

#### D18. SAFETY REQUIREMENTS

- D18.1 Without limiting the following, all trucks and equipment must meet, or exceed, any applicable requirements including, but not limited to: Federal Acts and Regulations, the Manitoba Highway Traffic Act, The Workplace Safety and Health Act and Regulations, applicable standards (CSA, ANSI, etc.), and any applicable By-Laws, Policies, Directives, or Procedures, etc. of the City of Winnipeg.
- D18.2 All equipment shall be equipped with lighting to meet or exceed the requirements of the Public Works Department Equipment Lighting Visibility Standard (see appendices) and regulations passed there under. Dump trucks, dump trailers or trucks mounted with other apparatus are to be equipped with strobe or revolving beacon.
- D18.3 All equipment and trucks bid in this Bid Opportunity shall be equipped with an operating back-up alarm.
- D18.4 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 regulations in force at the time this Bid Opportunity is accepted, or which may subsequently be enacted.
- D18.5 Without limiting the foregoing, all operators/drivers shall have and use appropriate personal protective equipment, including but not limited to protective headwear, footwear, safety vests and hearing protection, etc., and must also abide by requirements of applicable Federal Acts and Regulations, the Manitoba Highway Traffic Act, The Workplace Safety and Health Act and Regulations, any applicable standards (CSA, ANSI, etc.), and applicable By-Laws, Policies, Directives, or Procedures, etc. of the City of Winnipeg.
- D18.6 Each crawler tractor/dozer working at a snow dump shall be equipped with an R.O.P.S. cab or canopy.

- D18.7 All crawler tractors/dozers used at snow dumps must be equipped with at least one oscillating or strobe amber beacon.
- D18.8 All equipment/trucks must comply with their applicable specifications and safety requirements. If the equipment/trucks are found not to be in compliance with these requirements, work will be immediately stopped, and the equipment in question not used until such time that the equipment meets the applicable requirement(s). Repeated infractions may result in the equipment being withdrawn from the equipment list at the discretion of the Contract Administrator.
- D18.9 Any infraction or disregard of the safety rules will not be tolerated. The City has the right to investigate and remove operators who do not comply with the safety rules and regulations. Depending on the severity and frequency of the infraction(s), the Contract Administrator may remove the Contractor from the callout list on an interim basis or for the balance of the terms of the Bid Opportunity and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.

#### D19. EQUIPMENT IDENTIFICATION

- D19.1 All equipment and trucks hired by the City via this Bid Opportunity must be clearly labelled indicating Contractor's name and unit number as indicated on the Bid Opportunity Forms with Price Bid.
- D19.2 Letters and numbers used for identification purposes must be a minimum of 100 mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. Units with no name will be sent home and a replacement will be called. The unit sent home (replaced) cannot come back until the following week. As bumping occurs at end of the week for next weeks work if any.
- D19.3 It is absolutely imperative that unit numbers of equipment and trucks, and the unit numbers indicated on Work Tickets (outlined in Clause 20 below) exactly match those numbers listed on the bid submission of this Bid Opportunity. Failure to do so will result in computer rejection of the timekeeping entry associated with a piece of equipment or truck number referenced in error, and an associated delay in payment.
- D19.4 The City may institute a bar code sticker identification system for some or all of the equipment supplied in this Bid Opportunity

#### MEASUREMENT AND PAYMENT

#### D20. WORK TICKETS

- D20.1 The Contractor and/or the Contractor's employees operating hired equipment for the City will be provided Work tickets, supplied by the City at the commencement of each shift and shall complete these Work tickets, 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. See Appendices.
- D20.2 Failure to properly complete the above-mentioned Work tickets will result in delay of payment for the Work detailed, until such time as the tickets is corrected and re-submitted.
- D20.3 Continued failure to properly complete Work tickets may result in the Contractor's equipment being moved to the bottom of applicable hiring list or suspension from that list.

#### D21. SUBSTITUTIONS, REPLACEMENT AND AVAILABILITY

- D21.1 Notwithstanding in the event equipment/trucks as quoted are not available when called, due to breakdown or other circumstances resulting in short-term non-availability of the equipment, the City may allow substitution of such equipment providing:
  - (a) The substitute equipment/trucks are, in the opinion of the Contract Administrator, at least equal in all respects to the equipment for which it is being substituted, and is owned by the Contractor; and
  - (b) The substitution will be allowed up to a maximum of one week. If, in a period of 90 working days, the quoted piece of equipment is not available on two separate occasions, the unit may be deemed unreliable and may be removed from the callout list.
- D21.2 The total number of units (within a class) from a Contractor working for the City shall not, due to such substitutions, exceed the total number of units originally quoted by that Contractor.
- D21.3 If the Contractor sells or otherwise disposes of a piece of equipment/truck detailed on the callout list, he will be allowed to replace that piece of equipment providing the replacement, is in the opinion of the Contract Administrator, at least equal in all respects to the equipment it is replacing and provided the piece of equipment being replaced has worked under the terms of and as a result of the Bid Opportunity, for a minimum of five (5) working days in the current snow removal season.
- D21.4 All substitutions must be approved by the Contract Administrator prior to such equipment commencing Work, see D16.4 for how this applies to guaranteed equipment.
- D21.5 All requests to allow replacement of quoted equipment which has been disposed of shall be submitted in writing to:

Contract Administrator Streets Maintenance Division 104-1155 Pacific Avenue Winnipeg, MB R3E 3P1

- D21.6 If a piece of equipment/truck on the hiring list is used to replace another piece of equipment which is also listed, but has been disposed of, the original position of the replacement piece of equipment/truck will be forfeited in making the replacement.
- D21.7 The forfeited position is subject to review, at the written request of the Contractor affected, by the Contract Administrator. The decision resulting from the review by the Contract Administrator shall be final.
- D21.8 If a substitute or replacement piece of equipment would, by virtue of its specifications, normally be listed in an equipment class larger than that in which the equipment it is replacing was listed, the substitute or replacement equipment shall be listed in and hired from the same class and position as the unit it is replacing, as though no substitution or replacement had occurred.
- D21.9 Similarly, should a piece of equipment of at least like-size, not negatively affected by the equipment age provision, be substituted for or replace a piece of equipment which is negatively affected by the age provision, the substitute or replacement shall be listed in the same position as that which it is replacing.
- D21.10 The Contract Administrator reserves the right, at any time, at his discretion, to ask for proof that a unit quoted is in fact owned or leased by the Contractor. This proof may be by means of physical inspection of the equipment or by submission of documentation as deemed appropriate by the City.
- D21.11 In the event such proof is not produced, the equipment in question may be removed from the callout list.

#### D22. WITHDRAWAL OF EQUIPMENT/TRUCKS PRIOR TO LAYOFF

- D22.1 Should a piece of equipment/truck be withdrawn from operation prior to layoff without permission of the City, no further attempt shall be made by the City to employ equipment from the Contractor involved until an explanation indicating a delay beyond the reasonable control of the Contractor has been provided in writing by the Contractor.
- D22.2 If the aforesaid written explanation indicates that the withdrawal is for a reason beyond the control of the Contractor, the City may, but shall not be obliged to rehire the Contractor's equipment.

#### D23. RE-ARRANGEMENT OF HIRED EQUIPMENT AND TRUCKS

- D23.1 In the event that re-arrangement of hired equipment is required in order to maintain proper order in accordance with a particular call out list, such re-arrangements shall only be made for the first starting hour of the shift on the Monday (shift starting after 19:00 Sunday is the first shift for Monday) of each week except where, in the opinion of the Contract Administrator, such rearrangement would not be in the best interest of the City.
- D23.2 In the event that re-arrangement or bumping of hired snow trailer/s is required in order to maintain proper order in accordance with a particular call out list, such re-arrangements shall be made for the first starting hour of the shift on the Monday (shift starting after 19:00 Sunday is the first shift for Monday) of each week except where, in the opinion of the Contract Administrator, such re-arrangement would not be in the best interest of the City.
- D23.3 Notwithstanding D23.2, in the event of any all out plowing event on Priority 1, Priority 2 and/or Priority 3 streets, rearrangement would then occur on the first Monday shift following the completion of the original plow. Layoffs for the original plow will be administered on a last-in first-out basis.
- D23.4 Equipment or dump Trailers which shows a history of not reporting for Work with two call-outs (two separate events), breakdowns and/or being substituted for, will be placed at the bottom of the callout list for the balance of the terms of this Bid Opportunity as referred in Clause 21 of the Bid Opportunity.

#### D24. CONTRACTOR'S OFFICE AND TELEPHONE NUMBERS

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

#### D25. SPECIALIZED EQUIPMENT, TRUCKS AND DUMP TRUCKS

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

# D26. PAYMENT FOR USE OF MOTOR GRADERS AND LOADERS DURING MAJOR PLOWING OPERATIONS

- D26.1 Payment for motor grader and loader equipment utilized during Major Plowing Operations will be based on a Fixed Hourly Rate as listed in Table 1 and 2 below.
- D26.2 For the purposes of this quotation Major Plowing Operations shall include the following work activities that are undertaken on a city-wide basis:
  - a) Truck plowing of Priority I and/or II streets
  - b) Grader plowing on Priority I, II, or III streets or some combination thereof
  - c) Lane plowing

- d) Other activities that the Contract Administrator warrants during storm situations
- D26.3 Equipment that is made available to the City in the initial stages of a Major Plowing Operation will be compensated at the Base Rate for the applicable age and class of equipment.
- D26.4 Equipment that is made available to the City at a later date during the Major Plowing Operation will be compensated at the Supporting Rate for the applicable age and class of equipment.
- D26.5 Fixed and Supporting Hourly Rates for motor graders and loaders during major plowing operations have been established by the City for the 2017/2018 winter season as follows:

Table 1 Fixed Hourly Rates – Motor Graders (Major Plowing Operations Only)						
Equipment Age Equipment Class Base Rate Supporting Rate						
	K4	\$158.17	\$142.35			
Current Equipment	K5	\$164.88	\$148.39			
	K6	\$171.16	\$154.04			
	K4	\$146.93	\$132.23			
Non-Current Equipment	K5	\$151.59	\$136.43			
	K6	\$155.82	\$140.24			
	K4	\$132.61	\$119.35			
Previous Equipment	K5	\$136.25	\$122.63			
	K6	\$140.48	\$126.44			

#### Table 2 Fixed Hourly Rates – Loaders (Major Plowing Operations Only)

Equipment Age	Equipment Class	Base Rate	Supporting Rate
	J2	\$95.01	\$85.50
Current Equipment	J3	\$103.32	\$92.99
	J5	\$125.11	\$112.60
	J2	\$89.89	\$80.90
Non-Current Equipment	J3	\$98.21	\$88.39
	J5	\$119.99	\$107.99
	J2	\$82.74	\$74.46
Previous Equipment	J3	\$90.03	\$81.02
	J5	\$110.79	\$99.71

D26.6 Contractor's equipment not on the guaranteed list will be placed on a call out list that will be established through a lottery. This list is different from the traditional list and will only be utilized during the major plowing operations. The list will be rotated monthly to ensure everyone has a fair and equitable opportunity to provide the Work. Equipment/trucks that work in said month

will be rotated to the bottom of the list. Equipment/trucks that are called out for work will be rotated to the bottom of the list.

#### D27. PAYMENT

1

D27.1 Where the specific use is authorized in advance by the City, premium payments for ice-blades, V-plows, & snow wings used for snow clearing and/or ice cutting shall be as follows. Plain blades shall be included in quoted hourly rate:

	<u>ltem</u>	<u>R/CODE</u>	<u>Premium</u>	Explanation
1)	Blade Change*	5	\$70.00	When a foreman calls for a blade change between shifts

\*This premium will only be paid for blade change (from plain to ice or ice to plain) when plowing conditions change plus plowing is already in process and a streets foreman wants a blade change for the next shift. No premium will be paid for any blade changes if equipment is already laid off.

All graders are to come with plain blades for the first shift they are called out for, unless they are requested to come with ice blades.

2) Ice (Saw tooth)*	6	\$13.10/hour	This premium will be paid for motor graders equipped with ice blades only if ice blade use is authorized.
3) V-Plows*	7	\$11.35/hour	This premium will be paid for a motor grader equipped with a "V" plow only if V-plow use is authorized.
4) Snow Wing*	8	\$18.00/hour	This premium will be paid for motor graders and truck plows equipped with wing only if wing use is authorized.

- D27.2 When the use of a V-plow and/or snow wing is specifically requested by the User, premiums for the V-plow and/or the snow wing shall be paid for the entire shift. Requests for V-plows and/or snow wings will be made on a per-shift basis and are only valid for that shift. The use of V-plows and/or snow wings without any expressed request in advance by the City will result in the premium for the V-plows and/or snow wings being not applicable.
- D27.3 Use Rate Code 11 for -I4 and use Rate Code 13 for Class E1-E2 and I5-I9.
  - (a) Low bed trailers will be paid on a per move basis:
    - (i) Used for transporting equipment listed in Class Code I4 \$195.22 per move.
    - (ii) Used for transporting equipment listed in Class Codes E1 and E2, and I5 to I9 inclusive: \$258.05 per move.
  - (b) Equipment being transported by low bed will not be paid for while in transit.
  - (c) Unless otherwise approved by the Contract Administrator or designate, the low bed shall not be paid for where a piece of equipment has to be transported from the job site prior to lay off or is not available to continue working, and is substituted by or replaced with another piece of equipment from the same Contractor.
  - (d) Likewise, for a low bed used to transport both the original piece of equipment working and the substitute or replacement piece of equipment to and from the Work Site, payment shall be made for one return move only.
  - (e) Should a special permit be required above the annual overload permit, the City of Winnipeg will reimburse the cost to the Contractor upon delivery of receipt.

#### D28. RATE ADJUSTMENTS – FUEL COSTS

- D28.1 The Contract Administrator, at his discretion, may adjust upwards or downwards, the rates quoted for equipment and dump trailer included in this Contract, considering an increase or decrease in fuel prices exceeding three (3) percent, based on prices paid by the Streets Maintenance Division for clear diesel fuel between September 2, 2017 and December 16, 2017. Any rate adjustment shall only reflect that portion of fuel price increases or decreases in excess of the three (3) percent outlined above. Any adjustment shall be effective January 2, 2018 and will not be retroactive.
- D28.2 The hourly rate adjustments shall be based on the average hourly fuel consumption, based upon manufacturers' published specifications, averaged per equipment or dump trailer class, as calculated by the Contract Administrator, whose decision shall be final and binding.

#### D29. BASIS FOR HIRING AND LAYOFF

- D29.1 Trucks and equipment in each class excluding motor graders and loaders will be hired and laid off on the basis of the quoted hourly rate, i.e.: the equipment or truck with the lowest quoted hourly rate in each class will be hired first and laid off last, subject to the other provisions of this Specification.
- D29.2 Motor graders and loaders in each class that are required for maintenance plowing operations will be hired and laid off on the basis of the quoted hourly rate, i.e.: the equipment or truck with the lowest quoted hourly rate in each class will be hired first and laid off last, subject to the other provisions of this Specification.
- D29.3 After the guaranteed equipment list is established for each class the remaining equipment becomes non-guaranteed motor graders and loaders in each class. Some of the non-guaranteed equipment will be required for major plowing operations and will be hired and laid off on the basis of the lottery call out list that is established by the City through a fair and equitable equipment draw. This equipment will be hired on as required basis. Non-guaranteed equipment which worked in a said month will be rotated to the bottom of the list for the following month. Equipment/trucks that are called but are not available for work will be rotated to the bottom of the call-out list.
- D29.4 There may be major plowing events when the City will not be utilizing every piece of guaranteed equipment. On those occasions the guaranteed equipment will be hired and laid off in each Area on a rotational basis as established by the City in a fair and equitable manner.
- D29.5 Orders pertaining to the hiring and laying off of trucks and equipment issued by the Streets Maintenance Division shall supersede any orders which may have been issued by a supervisor, foreman or other official of a User group.

#### D30. CLAIMS

- D30.1 In the event that the City errs in the slotting and/or the calling out of equipment and/or dump trailers the Contractor shall have no claim against the City.
- D30.2 The City of Winnipeg as the "Owner" of the Work, has the right to determine which piece of equipment and/or dump trailer is most appropriate for any given Work.
- D30.3 When snow sides are in place and trailer is being used for snow removal, the City of Winnipeg may not repair, nor pay for any damage done to tarps or apparatus used to move tarps.

#### D31. PAYMENT SCHEDULE

D31.1 Payment for hired hourly equipment and/or dump trailers shall be processed through the City of Winnipeg PeopleSoft Accounts Payable system. Payment shall be made bi-weekly subject to, but not limited to, proper documentation of Work Tickets by the Contractor, the callout system being used and the correct equipment and/or dump trailers responding to callout. All payments are subject to the approval of the Contract Administrator.

#### D32. DUPLICATION OF MAKE, MODEL AND SERIAL NUMBER

- D32.1 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.
- D32.2 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.

#### D33. EQUIPMENT CO-ORDINATOR

- D33.1 The Equipment Coordinator for the Streets Maintenance Division is responsible for controlling and administering the day-to-day operation of the system for hiring snow equipment and trucks. The Equipment Co-ordinator performs the following major functions:
  - (a) Hiring and assignment of all snow equipment and trucks;
  - (b) Re-assignment of equipment/trucks;
  - (c) Maintenance of callout lists;
  - (d) Maintenance of records with respect to hired equipment; and
  - (e) Scrutiny of equipment and concerns.

#### D34. RESPECTFUL WORKPLACE ADMINISTRATIVE DIRECTIVE

- D34.1 The City is committed to implementing and enforcing the Respectful Workplace Administrative Directive, which was approved by the Chief Administrative Officer in February 2002. The City recognizes its responsibility to build and maintain a respectful workplace where all employees enjoy an environment free of behaviours such as unlawful discrimination, harassment, disruptive workplace conflict, disrespectful behaviour and violence in the workplace. Harassment based on race, national or ethnic origin, colour, religion, age, sex, martial status, physical or mental disability, and/or sexual orientation is prohibited.
- D34.2 The City recognizes that disruptive workplace conflicts and disrespectful behaviour can jeopardize an individual's dignity and well-being and/or undermine Work relationships and productivity. The City commits to providing a workplace based upon the principle of fair and respectful treatment in order to minimize these conflicts.
- D34.3 In pursuance with the principles of the Directive, the Contractor shall fully comply with the Respective Workplace Administrative Directive and ensure that all persons he employs or retains to perform Work pursuant to the terms of this Bid Opportunity comply with the Directive and behaves respectfully to both members of the public and to employees of the City, failing which the City has the right to investigate and instruct the Contractor to replace any person not behaving respectfully, upon written notice to the Contractor, and the Contractor shall comply with the instruction. The Contractor shall not re-employ or re-retain any person that the City has instructed him to replace for the purpose of performing any other or further Work on this Bid Opportunity.
- D34.4 Should a subsequent situation of disrespectful behaviour occur, the Contract Administrator may remove the Contractor from the callout list on an interim basis or for the balance of the term of the Bid Opportunity and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.
- D34.5 As a guideline for situations where a contractor may be approached by the media for a interview, Contractors are recommended to ask the media to contact City Corporate Communications at 204-986-6000 to coordinate their media request.

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

D35.1 The City requires that all Owners and Contractors ensure all Drivers and Operators have the appropriate driver's license for all Hired Hourly Trucks and Equipment supplied to the City.

#### D36. SUPPLYING CELL PHONE NUMBERS

D36.1 The City requires all hired equipment operators to have a cell phone and <u>it is mandatory for the</u> operators to provide the cell phone number to the area foreman.

## **PART E - SPECIFICATIONS**

#### GENERAL

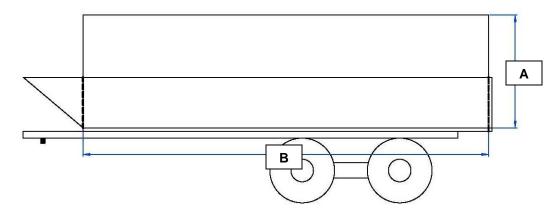
#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work. All semi dump trucks, sanders, truck plows must use license plate number as unit number.

#### E2. SEMI-TRAILER TRUCKS

Note: The City plans to only hire trucks with snow sides for its hauling operations. If, in the event of an emergency, the City extends the work to include trucks without snow sides, those trucks will be hired from the summer construction Bid Opportunity.

- E2.1 Class A7B Semi-trailer for hauling snow with snow sides
- E2.2 Call Out List for Semi Dump Trucks will be determined. Using the actual floor length of the trailer. This length will then be divided in the rate per hour and that rate will be for slotting purpose only. The frame is not measured and the length it was bought as has no bearing. The measurement is from the front edge of the floor to the tailgate. See example. NOTE: NO registration or ownership papers no slotting.
- E2.3 Semi-trailer snow sides shall be installed on drivers' side. Snow sides should be a minimum of 7 ft. in total height from floor of dump trailer, driver's side (See A in diagram below). Front edge of snow side must start from front where floor starts to taper upwards (if no tapered front, snow side to start at front edge of box.) and ends at tailgate (See B in diagram below). There must be a snow side across the total front of the trailer equivalent in height to side boards. The snow sides must be of sufficient strength to prevent the snow sides from breaking from the force of the snow blown against the snow sides or objects being propelled through the blower chute (minimum <sup>3</sup>/<sub>4</sub>" plywood, no particle board or OSB will be allowed).



- E2.4 Failure to comply to above will result in trailer being sent home until it meets the City criteria.
- E2.5 The City of Winnipeg will not repair, nor pay for any damage done to tarps or apparatus used to move tarps.

#### E3. HYDRAULIC EXCAVATORS

- E3.1 As described below:
  - (a) Buckets shall be OEM spec's for hydraulic excavators.
  - (b) The following buckets may be required on class D1, D2:
    - (i) Regular: OEM Ditching Bucket minimum 60" wide (5')

- (ii) Extra Wide: OEM Ditching Bucket Altered minimum 84" wide (7') minimum 27" opening
- (c) D1 Rubber-Tired (Truck-Type) Carrier-Mounted Minimum reach 17 ft. Shall be equipped with remote travel control <u>Bucket Sizes:</u>
- (d) D1 Regular ditching bucket minimum 60" wide (5')
- (e) D1A Extra wide ditching bucket minimum 84" wide (7') minimum 27" opening
- (f) D2 Rubber-Tired Single Engine 4 Wheel-Drive (Drott 40 Cruz-Air Type) Minimum reach 17 ft Bucket Sizes:
- (g) D2 Regular ditching bucket minimum 60" wide (5')
- (h) D2A Extra wide ditching bucket minimum 84" wide (7') minimum 27" opening
- D2B Special Loading Bucket: for High Snow Piles Height – OEM Ditching Bucket – minimum 27" opening Width – OEM Ditching Bucket/ Altered – mini. 60" wide to maximum 84" Length – minimum 72" Sides along extension – minimum 20" height to maximum 28"

#### E4. CRAWLER TRACTOR/DOZER

- E4.1 As noted by the class code below: All dozers must have a track pad, a minimum of 26" and no attachment on machines:
  - (a) I5 143.0 to 174.9 drawbar horsepower
  - (b) I6 175.0 to 209.9 drawbar horsepower
  - (c) I7 210.0 to 249.9 drawbar horsepower
  - (d) 18 250.0 to 294.9 drawbar horsepower

#### E5. RUBBER-TIRED FRONT END LOADER

E5.1 As noted by the class code below:

(b)

(c)

(i) (ii)

(a) J2 Rubber-Tired - 4 Wheel Drive Loader

JZ N	ubber-fileu - 4 wheel Drive Loader	
(i)	SAE Net Horsepower	Minimum 75 H.P.
(ii)	Operating Weight	15,000 lbs 21,000 lbs.
(iii)	Bucket Size	1.5 – 2.25 yd <sup>3</sup> .
J3 R	ubber-Tired - 4 Wheel Drive Loader	
(i)	SAE Net Horsepower	Minimum 100 H.P.
(ii)	Operating Weight	21,000 lbs. to 30,500 lbs.
		(9525.4 kg – 13834 kg)
(iii)	Bucket Size	2.25 - 3 y d <sup>3</sup> .
J5 R	ubber-Tired - 4 Wheel Drive Loader	
(i)	SAE Net Horsepower	Minimum 150 H.P.
(;;)	Operating Weight	20 500 lbc 42 500 lbc

- (ii) Operating Weight 30,500 lbs. 42,500 lbs. (13834 kg – 19277 kg)
- (iii) Minimum Bucket Width 8' 9" (2.7 m)
- (d) J6 Rubber-Tired 4 Wheel Drive Loader

SAE Net Horsepower	Minimum 200 H.P.		
Operating Weight	42,500 lbs 45,000 lbs.		

(iii)

(19277 kg – 20412 kg)
4.25 yd <sup>3</sup> & over

(e) J7 Rubber-Tired - 4 Wheel Drive Loader

**Bucket Size** 

(i)	SAE Net Horsepower	Minimum 250 H.P.
(ii)	Operating Weight	45,000 lbs. & over
		(20412 kg & over)
(iii)	Bucket Size	5 yd <sup>3</sup> & over

#### E6. RUBBER-TIRED SKID STEERS AND TRACKLESS TRACTORS

E6.1 As noted by the class code below:

- (a) All units in J10 to J16 series to have heated cabs. All units shall have truck and trailer to move them to be included in hourly price quoted. No road travelling except for short distances. All units cannot be wider than the bucket or blade plowing width.
- (b) J10 Rubber-Tired Skid Steer Loader (Bridge Units)
  - (i) Bucket Minimum 34" Maximum 47"
  - (ii) Minimum 15 HP to maximum 42 HP
  - (iii) Minimum weight 1900 lbs. (864 kgs)
- (c) J11 Rubber-Tired Skid Steer Loader
  - (i) Minimum net horsepower is 50 hp
  - (ii) Bucket width is minimum 60" (1.52 m), and maximum 68" (1.73 m).
  - (iii) Tires must not exceed width of the bucket.
- (d) J14 Trackless Tractors for Sidewalk Snow Clearing
  - (i) Snow blade maximum 60"
  - (ii) Two way blade controlled inside cab
  - (iii) Minimum 30" High.
- (e) J15 Tracked Tractors for Sidewalk Snow Clearing
  - (i) Snow blade maximum 60"
  - (ii) Two way blade controlled inside cab
  - (iii) Minimum 30" High.
  - (iv) Minimum 100 HP
  - (v) Bombardier type
- (f) J16 Rubber-Tired Skid Steer with Snow Blade
  - (i) Snow blade maximum 66" width
  - (ii) Snow blade minimum 30" height
  - (iii) Minimum 65 HP
  - (iv) 2 way blade

#### E7. MOTOR GRADER

- E7.1 As noted by the class code below:
  - (a) K3 125 to 139 flywheel horsepower
  - (b) K4 140 to 159 flywheel horsepower
  - (c) K5 160 to 170 flywheel horsepower
  - (d) K6 180 and over flywheel horsepower

#### E8. TRUCK-MOUNTED SNOW PLOW

E8.1 As noted by the class code below:

- (a) (G.V.W. rated as stamped on plate on door jam, by vehicle manufacturer).
- (b) P1 Single Axle (27,000 lbs. {12 240 kg} G.V.W.) with a reversible plow, capable of tripping, minimum 8' (2.4 m) plow-clearing width. Wheel base should be based on standard measurement of 4.39m (14'5") from centre point front axle to centre point of rear axle ± 0.127m (5").
- (c) P2 Tandem Axle (43,000 lbs. {19 500 kg} minimum G.V.W.) with reversible plow, capable of tripping, minimum 8' (2.4 m) plow-clearing width. Tandem axles may only be used in the event of a major storm.

#### E9. TRUCK-MOUNTED STREET SANDER – (MINIMUM 6 CU.YD/4.6 CU.M)

- E9.1 As noted by the class code below:
- E9.1.1 Sander Classes
  - (a) S2 Single Axle with no computerized spreader control;
  - (b) S2C Single Axle with computerized spreader control;
  - (c) S3 Tandem Axle with no computerized spreader control; and
  - (d) S3C Tandem Axle with computerized spreader control.

#### E10. TRUCK-MOUNTED STREET SANDER WITH COMPUTERIZED SPREADER CONTROLS

- E10.1 Preference will be given to computerized sanders.
  - (a) All hired sanders shall be equipped with a computer controlled sand spreader control system with closed loop and internal recording or equivalent.
  - (b) All sanders must first pass an inspection by the City of Winnipeg Equipment inspector on the accuracy and ability to accept and maintain information supplied by the City before the sander will be slotted as computer controlled.
- E10.2 All computerized sanders will be tested and calibrated to City of Winnipeg specifications for accuracy.
  - (a) The first test is free. If additional tests are required the cost of the inspection will be paid by the Contractor.
  - (b) All computers shall be accessible, adjustable, and able to accept and maintain the information supplied by the City of Winnipeg for sanding and salting of streets. Should a computer not readily accept the information supplied by the City on its first attempt, any further costs to adjust the computer will be borne by the Contractor.
  - (c) It will not be considered to fall into the S2C and S3C class of computerized sanders until a computerized sander is fully operational.
- E10.3 Requirement for Gate Sensor will not be applicable for this winter season.

#### E11. SNOW BLOWERS

- E11.1 All Snow Blower units must be two stage
- E11.2 V1 Sidewalk Snow Blowers Mounted on Skid Steer Loaders for bridges.
  - (a) Minimum 34", Maximum 48" cutting height approx. 30", minimum 270-degree rotation on discharge chute, full remote control from inside cab for chute while blowing snow.
  - (b) All controls to be mounted inside cab. All cabs shall be enclosed and heated.
- E11.3 V2 Sidewalk Snow Blowers Mounted on Skid Steer Loaders, equipped with High Flow Pumps with a minimum of 26 GPM along with a High Flow sidewalk snow blower.

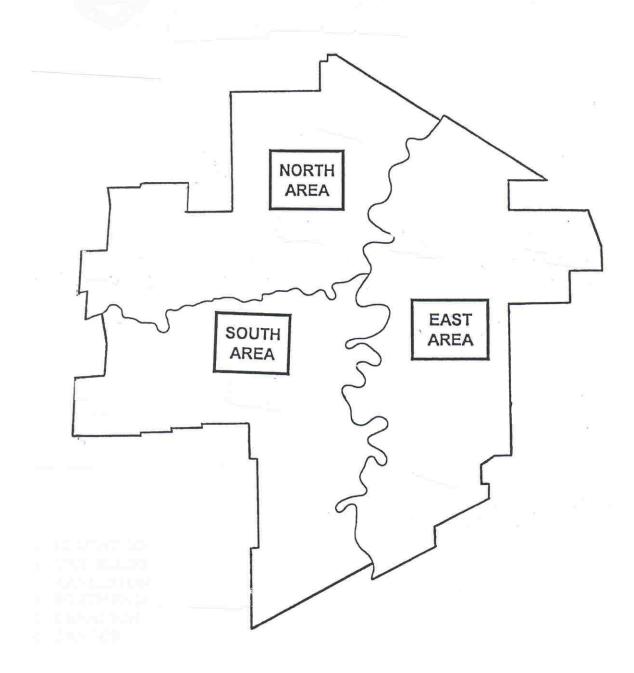
- (a) Maximum 68" Cutting Width, Cutting Height approximately 30", minimum 270-degee rotation on discharge chute, full remote control from inside cab of chute while blowing snow.
- E11.4 V4 Sidewalk Snow Blowers Mounted on Trackless Tractors
  - (a) Maximum 60" cutting width. Cutting height approx. 30", minimum 270-degree rotation on discharge chute, full remote control from inside cab for chute while blowing snow.
- E11.5 V6 Loader-Mounted Snow Blower
  - (a) Heavy-duty industrial-type, 8' blower clearing width, minimum 180 HP.
  - (b) Shall be able to blow (load) snow over a minimum of 8' sides.
- E11.6 V7 Truck-Mounted Snow Blower
  - (a) 8' blower clearing width.
  - (b) Shall be able to blow (load) snow over a minimum of 8' side

The City of Winnipeg Bid Opportunity No. 655-2017 Template Version: S320170317 - S LR

# **APPENDICES**

# **CITY OF WINNIPEG**

# STREETS MAINTENANCE DIVISION



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