



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 107-2021**

**MECHANICAL DUST FREE CLEANING ON A PORTION OF THE ROADWAY  
SYSTEM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MECHANICAL DUST FREE CLEANING ON A PORTION OF THE ROADWAY SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 19, 2021.

B2.2 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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 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.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 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 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 Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B6.6 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.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B16.
- B6.9 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 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.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4.2 will prevail over the Total Bid Price entered in MERX.

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**B11.3** In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B11.4** Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

**B12.1** 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.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 The Bidder and/or 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);
- (d) have performed street cleaning services under contract that utilizes similar equipment complement as stated in E5.

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B12.5 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.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Section Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

### **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6;
  - (e) costs to the City of administering multiple contracts.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B16.4.1 Further to B16.1(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.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.
- B16.5 This Contract may be awarded as a whole or separately in sections.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.
- B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender 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 Mechanical Dust Free Cleaning on a Portion of the Roadway System in the North Area, East Area and South Area.

D2.2 The major components of the Work are as follows:

- (a) Signing for temporary Parking Prohibition on Priority 2 and 3 streets;
- (b) Recording of signing of temporary parking signs and parked cars;
- (c) Mechanical sweeping of Priority 2 and 3 streets and alley; and
- (d) Transport and dispose of collected Debris to the Chester St. Landfill or the City of Winnipeg North Yard.

D2.3 The work is to be performed in the following order:

- (a) North and East Areas to be completed first followed by South Area and
- (b) South Area Work shall not be allowed to start until all Work deficiencies in the North and East Areas are completed.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**Adverse Weather Conditions**" means any weather condition, i.e. cold temperature, rain, snow, strong winds, which may cause or result in street conditions requiring cleaning over and above normal accumulation of debris prior to acceptance of Work by the City;
- (b) "**Block**" means the length of roadway from centre line of an intersecting roadway to the centre line of the next closest intersecting roadway;
- (c) "**Boulevard**" means the area between the street right of way and the nearest edge of a roadway and/or the area separating the roadways or a divided highway;

- (d) **"Debris"** means for the purposes of this Contract, shall include all dirt, garbage and rubbish
- (e) **"Dirt"** means natural soil, earth sand and stone;
- (f) **"Garbage"** means animal and vegetable waste, including food packaging materials with residual food materials, resulting from the handling, preparation, cooking and serving of foods in households, institutions, and commercial concerns and market wastes resulting from the handling, storage, and selling of foods in wholesale and retail stores and markets;
- (g) **"Kilometre"** means one (1) kilometre of roadway regardless of width;
- (h) **"Pavement"** or the adjective **"Paved"** when used to describe a street, road, alley, sidewalk or other area, means an area which has a surface constructed of Portland Cement concrete, asphaltic concrete, brick, tile or similar material;
- (i) **"Priority 2"** means streets that are designated as collectors and bus routes within the City's street system which carry most of the inter-arterial vehicular and bus traffic. These streets are typically ten (10) metres in width;
- (j) **"Priority 3"** means streets that are residential streets within the City's street system which mainly carry local traffic. These streets are typically seven and a half (7.5) metres in width;
- (k) **"Private Approach"** and **"Approach"** means a roadway, culvert crossing or other structure erected, installed or maintained over the boulevard for the use or benefit of the owner or occupant of the property adjoining, but does not include a roadway or other structure constructed for such purposes within an alley;
- (l) **"Regular Cleanup"** means the annual cyclic machine or manual cleanup of all paved roadway to remove abrasives, debris generated by private and commercial means over the summer or fall months. The process commences after the Spring Cleanup is complete and is outside the scope of this Contract;
- (m) **"Road Film"** means fine residual material remaining on the pavement after a sweep that is not normally collected by mechanical methods;
- (n) **"Rubbish"** means:
  - (i) **"Combustibles"** consisting of miscellaneous burnable materials such as paper, rags, cartons, boxes, wood excelsior, bedding, rubber, leather and plastics;
  - (ii) **"Non-combustibles"** consisting of miscellaneous materials that are not burnable such as tin cans, metals, ceramics, metal foils, glass, detached pieces of curb, concrete and asphaltic pavement; and
  - (iii) **"Yard Rubbish"** consisting of pruning's, grass clippings, weeds, leaves, general garden wastes, exclusive of solid wastes otherwise classified herein.
- (o) **"Spring Cleanup"** means the annual machine and manual cleanup of all paved roadways to remove winter abrasives that include debris generated by private and commercial means over the winter or spring months. The Contract Administrator shall initiate the process as soon as practicable after snow and ice has melted from the pavement;
- (p) **"Street Right-of-Way"** means the limit of the publicly-owned land acquired for and devoted to streets, boulevards, sidewalks, street lights, street furniture, street signs and other appurtenances, as well as underground facilities;
- (q) **"Traffic Lane"** means a width of pavement greater than (3.6) metres but less than eight (8) metres.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Jean-Luc Lambert,  
M.Sc., P.Eng

Telephone No. 204 986-7087

Email Address. [jeanlambert@winnipeg.ca](mailto:jeanlambert@winnipeg.ca)

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

#### **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 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.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D6. NOTICES**

- D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

#### **SUBMISSIONS**

#### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

#### **D8. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D8.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

## **D9. INSURANCE**

D9.1 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **D11. EQUIPMENT LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **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 D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D9;
  - (iv) the Subcontractor list specified in D10; and
  - (v) the equipment list specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) the Contractor has proven procedural comprehension on the placement of temporary parking prohibition signs in accordance with APPENDIX C.

D12.3 The Contractor shall commence the Work on the Site within twenty-four (24) hours from the time of notification by the Contractor Administrator.

### **D13. WORKING DAYS**

D13.1 Further to C1.1(ss), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D13.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D13.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D13.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

### **D14. TOTAL PERFORMANCE**

D14.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D12.

D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

### **D15. LIQUIDATED DAMAGES**

D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D16. COVID-19 SCHEDULE DELAYS**

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D16.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D16.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **CONTROL OF WORK**

##### **D17. JOB MEETINGS**

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

##### **D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

- D18.1 Further to B12.3, 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, as set out in B12.3.

## **D19. SAFETY**

- D19.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D19.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D19.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;

## **D20. INSPECTION**

- D20.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D20.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D21. DEFICIENCIES**

- D21.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## **D22. ORDERS**

- D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D23. RECORDS**

- D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D23.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);

- (c) service date(s); and
- (d) description and quantity of services provided.

D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

#### **D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

D24.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

D24.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)

D24.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D24.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D24.5 Any other information requested by the Contract Administrator.

D24.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

#### **MEASUREMENT AND PAYMENT**

##### **D25. INVOICES**

D25.1 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

##### **D26. PAYMENT**

D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

##### **D27. PAYMENT SCHEDULE**

D27.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) Where the Contract is awarded in Sections, a payment will be made at the end of each Section completed; or
- (b) Where the Contract is awarded as a whole, a payment will be made at the completion of the first Section and a second payment after the completion of the remaining Sections based on the number of kilometres or Work satisfactorily completed on each item of Work listed on Form B: Prices accepted by the City as free of deficiencies.

D27.2 The City will hold back five percent (5%) of each progress payment. These funds will be released forty (40) days after completion of the entire Contract and in accordance with E3.10 of this Contract regarding damages and clearances.

## WARRANTY

### D28. WARRANTY

D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

## THIRD PARTY AGREEMENTS

### D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D29.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D29.2 Further to D29.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D29.3 For the purposes of D29:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D29.4 Modified Insurance Requirements

D29.4.1 Where applicable, if not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D29.4.2 If not already required under the insurance requirements identified in D9, if applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D29.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D29.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Contractor

- D29.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D29.6 Records Retention and Audits
- D29.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D29.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D29.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D29.7 Other Obligations
- D29.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D29.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D29.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D29.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D29.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D29.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.





**FORM K: EQUIPMENT**  
(See D11)

**MECHANICAL DUST FREE CLEANING ON A PORTION OF THE ROADWAY SYSTEM**

<p>1. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D11)

**MECHANICAL DUST FREE CLEANING ON A PORTION OF THE ROADWAY SYSTEM**

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

APPENDIX A	Section A (North Area) Priority 2 and 3 Streets Section B (East Area) Priority 2 and 3 Streets Section C (South Area) Priority 2 and 3 Streets
APPENDIX B	By- Law No. 86/2016
APPENDIX C	Procedure for Placement of Temporary "No Parking" signs
APPENDIX D	Worker Visibility
Section A Map	North Area Sweeping Contract
Section B Map	East Area Sweeping Contract
Section C Map	South Area Sweeping Contract

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. QUANTITIES

E2.1 The Work to be carried out under this Contract is for the complete street cleaning of identified Priority 2 streets, Priority 3 streets and alleys.

E2.2 The Contract Administrator reserves the right to exclude portions of roadway in the Contract Area subjected to construction activity. Such designated roadway sections shall be excluded from payment in the Contract.

E2.3 The streets included in this Contract are identified in APPENDIX A. The total scope of Work is shown in kilometres and is subject to minor changes at the discretion of the Contract Administrator.

#### E3. STREET CLEANING

E3.1 The Contractor shall be responsible for the cleaning of all the debris in the designated routes within the Contract area (APPENDIX A). All Priority 2 and 3 streets shall be cleaned within each route before advancing on to the next route. The process shall be repeated on subsequent routes.

E3.2 All cleaning shall be done to the Quality Standards as set out below:

- (a) all roadway surfaces shall be cleaned to expose bare pavement surface, including the removal of road film, to the satisfaction of the Contract Administrator;
- (b) all loose or packed debris, including road film, shall be removed from the roadway surface by means of mechanical sweepers, scrapers, loaders, street flushers, or manual labour, placed into trucks and removed to disposal areas acceptable to the Contract Administrator; and
- (c) all exposed rebar or partially connected curb which creates a hazard to pedestrians and vehicular traffic in the roadway area shall be reported to the Contract Administrator immediately.

E3.3 All costs incurred by the Contractor in the street cleaning Works shall be included in the Bid Prices set out in Form B: Prices.

- E3.4 Priority 2 streets generally receive a higher application of winter abrasives. Also, along some of these routes, the Parks and Open Spaces Division will remove accumulated boulevard material in a boulevard sweeping operation. This operation normally deposits material into the adjacent curb lane prior to a haul-away operation.
- E3.5 Any material deposited on the roadway whether due to weather conditions or due to boulevard cleaning by the public or Parks and Open Spaces Division on the Priority 2 and 3 street systems shall be cleaned as part of the portion of this Contract.
- E3.6 The Contractor shall ensure that each route of the completed Work achieves a high level of cleanliness as defined by the Quality Standards detailed in E3.1.
- E3.7 Dirt, Garbage, or Rubbish collected during a shift shall not be stored temporarily on streets utilized for temporary storage. Non-conformance will result in the removal by the City at the Contractor's cost.
- E3.8 The Contractor will be required to transport and dispose of street and alley cleaning Debris to the Chester St Landfill, located at 960 Thomas Ave, or the City of Winnipeg North Yard, located at 1220 Pacific Ave.
- E3.9 For purposes of minimizing community dust nuisance created by the performance of the Work, the Contractor shall be required to pre-wet streets with a water distributor immediately prior to sweeping. Pre-wetting will not be required if vacuum sweeping equipment is used and no dust nuisance is created during the cleaning. In certain adverse weather conditions and upon specific authorization from the Contract Administrator, Contractor's may be allowed to sweep without the use of water.
- E3.10 The Contractor shall be responsible for the arrangement of supply and all associated costs for use of water including sewer charges in the sweeping operation as described in these specifications. Contact Water Services Division of the Water & Waste Department for information and regulations regarding supply/use of hydrants and associated charges.
- E3.10.1 It is the City of Winnipeg's intent to holdback 5 percent (5%) of Progress Estimates for all Work performed under this Contract as a Damage Deposit/Clearance Deposit. The holdback will not be replaced until such time as letter/s of clearance are received from the Water & Waste Department regarding reimbursements and compliance of regulations, and any negligent damages by the Contractor have been rectified to the satisfaction of the Contract Administrator.
- E3.10.2 If the Contractor has not paid all water and sewer charges applicable to the Tender by June 30, 2020, the City shall pay the Water & Waste Department for the charges and deduct from the five percent (5%) holdback.
- E3.11 The Contractor shall be responsible for any spillage onto the public roadways resulting from the carrying out of these Works. Spillage shall be cleaned up promptly and completely by the Contractor. Spillage includes solids, oils and other liquids which may leak from equipment and the Contractor shall use appropriate measures as approved by the Contract Administrator, to remove all traces of the spillage promptly and completely.
- E3.12 The alternative of power flushing in lieu of sweeping shall not be considered for these Works.
- E4. ALLEY CLEANING**
- E4.1 The Contractor will be given a map indicating the alleys which require cleaning from the Contract Administrator.
- E4.2 The Contractor shall coordinate the alley cleaning with the street cleaning for each route in each Section ensuring that each alley requiring cleaning is cleaned prior to cleaning of surrounding streets.
- E4.3 The Contractor will be paid per kilometre for each alley cleaned as per the list supplied by the Contract Administrator.

## **E5. EQUIPMENT**

- E5.1 The Contractor shall supply no less than six (6) sweepers with the following specifications:
- (a) 4 wheel truck type sweeper with double gutter broom and high dump:
    - (i) must have independent motor to drive both brooms and conveyor;
    - (ii) minimum 2.3 cubic metre Debris capacity;
    - (iii) minimum 3.0 metre sweeping width; and
    - (iv) minimum 1.4 metre pick up broom width.
  - (b) 3 wheel type hydrostatic drive sweeper with double gutter broom and high dump:
    - (i) minimum 2.3 cubic metre Debris capacity;
    - (ii) minimum 3.0 metre sweeping width; and
    - (iii) minimum 1.4 metre pick up broom width.
- E5.1.1 Of the six (6) sweepers, two (2) of the units must be a type E5.1(b) sweeper.
- E5.2 The Contractor shall supply no less than six (6) semi-trailers with the following specifications:
- (a) GVW of 36,287 kg; and
  - (b) Box size of 2.25 metres wide and a minimum length of 7.0 metres.
- E5.3 The Contractor shall supply a truck with a water distributor with a backflow preventer and having a capacity of not less than two thousand (2,000) gallons, a spray bar attachment and a pressurized capability to fill sweepers and/or flush streets.
- E5.4 Each vehicle shall be provided with all the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba.
- E5.5 Notwithstanding this general requirement, all sweeping equipment must be equipped with the following minimum lighting requirements:
- (a) at least two (2) headlights;
  - (b) at least two (2) rear running lights;
  - (c) if the machine is in excess of two (2) metres wide, it must have at least four (4) clearance lights, one (1) amber light on each side at the front facing forward, and one (1) red light on each side at the rear facing rear-ward;
  - (d) turning signals front and rear;
  - (e) four-way hazard lights;
  - (f) stop lights at rear; and
  - (g) at least one (1) flashing or oscillating amber light with 360° visibility.
- E5.6 All equipment working or which travels under forty (40) km per hour must have a safety triangle mounted at the rear of their piece of equipment or truck.
- E5.7 All equipment shall be clearly labelled indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of one hundred (100) mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. These unit numbers shall be used when applicable on the Work Reports required to be completed under D20.
- E5.8 The Contractor shall make independent arrangements for the storage and maintenance of all equipment involved in these Works. No storage or maintenance (i.e. washing, etc.) shall be carried out on City streets or in City area yards.

## **E6. SAFETY**

- E6.1 The Contractor shall perform the Work in accordance with all applicable laws, by-laws and regulations enacted by the City of Winnipeg and/or the Province of Manitoba.
- E6.2 Where required under APPENDIX D, the Contractor shall ensure that all personnel engaged in cleanup wear and utilize a disposable respirator with a N-95 classification and wears a reflectorized safety vest. When working at night or low light conditions shall wear Class III reflectorized safety apparel as identified by the City of Winnipeg, safety standard. The Contractor may use reflectorized arm/ankle bracelets in addition to a safety vest to satisfy the requirement.
- E6.3 All sweepers shall travel in the same direction as the flow of traffic.

## **E7. RESTRICTED HOURS OF WORK**

- E7.1 The Contractor may clean alleys at any time of the day or night.
- E7.2 The Contractor shall require written permission forty-eight (48) hours in advance of the Contract Administrator for cleaning of Priority 2 and 3 streets between 21:00 and 09:00, or on Saturdays, Sundays, Statutory Holidays and/or Civic Holidays.
- E7.3 The following Work restrictions shall also apply:
- (a) where Work is within one (1) block in any direction from a school yard, cleanup shall not take place between the hours of 08:00 to 09:00 hours, 11:30 to 13:30 hours and 15:30 to 16:30 hours, Monday to Friday, inclusive, except for Statutory Holidays; and
  - (b) where roadways are posted with restricted stopping or parking hours 07:00 to 09:00 hours and 15:30 to 17:30 hours on the Priority 2 streets system, cleanup shall not take place between the posted hours.

## **E8. ROUTING**

- E8.1 The Contractor shall establish a routing system for each of the Contract Sections shown in APPENDIX A in accordance with the requirements of this Section. The Contractor is free to devise and utilize any routing system approved by the Contract Administrator that conforms to these provisions. Routing system approval is necessary for purposes of Contract Administration and public liaison, and accordingly, the Contractor shall file a copy of the proposed routing schedule for each Section showing commencement locations, routes and equipment numbers for each shift for approval prior to commencement of the Works of this Contract.
- E8.2 The routing shall be designed to minimize the left hand turns and the need to turn around at intersections in the interest of safety. It shall also provide for reasonable continuity and expediency in completing the Work on an "alternate street by street basis" in accordance with the procedure for placing signs enclosed as APPENDIX C under Section 1.1.2. High density areas require alternate street signing. This requirement mandates a two-day cycle for each Section of cleaning in each Contract route and is intended to provide alternate parking space for residents temporarily prohibited from parking on a front street during the Works. The towing practices of APPENDIX C, Section 2.1, will be carried out to attempt a minimizing of parked car deficiencies but will not relieve the Contractor of the obligation towards deficiency restorations should they occur.
- E8.3 The routing plan to be established for each Contract route shall consider the completion of the total Contract route (or the route where alternate street parking considerations are involved) before commencing a subsequent route using the same equipment. Unless specifically approved by the Contract Administrator, there shall be no exceptions to this requirement other than the correction of deficiencies.
- E8.4 For Works in Section A, B and C the Contractor shall first complete all alleys that require cleaning in a Contract route and then shall immediately complete all streets in that Contract

route in order to collect debris unavoidably left at lane intersections before it is significantly spread about by area traffic.

## **E9. SIGNING FOR TEMPORARY PARKING PROHIBITION**

- E9.1 For purposes of street cleaning operations, City Council has invoked Parking By-Law No. 86/2016 and the pertinent Sections are enclosed as APPENDIX B for the information and direction of the Contractor. For the majority of the Contract routes the utilization of temporary parking prohibition signs will be required. The Parking Prohibition signs to be made available for these Works are furnished solely for the specific purpose of this Contract and shall not be utilized by the Contractor for any other purposes. The Contractor is the designated agent of the City for purposes of temporary traffic control devices prohibiting parking under the Traffic By-Law 86/2016, Section 15 for these Works only. The Contractor shall carry out all required sign placements, including location maintenance, monitoring, recordings, removals and returns in accordance to Sections 1.1, 1.2, 1.3, 2.1, and 2.2 of the Standard Operations Departmental Procedures enclosed as APPENDIX C.
- E9.1.1 When the Contractor is required by the Contract Administrator to utilize temporary parking prohibition sign the Work by the Contractor will consist of:
- (a) placing temporary parking sign on streets identified in APPENDIX A twenty-four (24) hours ahead of scheduled street cleaning;
  - (b) placing and marking temporary parking sign with stickers indicating the day of the week and time frames for when the sign is in effect;
  - (c) recording the street names, limits and time when temporary parking signs were erected; and
  - (d) record vehicles that were parked on the street prior to the temporary signs being erected.
- E9.2 The Contractor will be responsible to follow the Procedure for Placement of Temporary “No Parking” signs in APPENDIX C. As part of this responsibility the Contractor must provide daily copies of E9.1.1(c) and E9.1.1(d) records to the Contract Administrator for enforcement purposes by 17:00 hours of each shift.
- E9.3 The Contractor is advised that the legal process associated with towing private vehicles involves a risk of Traffic By-Law appeals by vehicle owners claiming innocence. For a period of up to ten (10) months, the City and its Contractor are exposed to subpoenas for each such appeal for purposes of providing court evidence of the relevant signing particulars. Attendance by the installer of temporary parking prohibition signs is required by the By-Law Court to verify sign placement, vehicles parked and City notification details.
- E9.3.1 Such follow-up services by the Contractor are deemed to be a critical aspect of the Work as successfully appealed tickets render the City liable for towing/storage charge reimbursement costs as well as lost ticket (enforcement) revenue. Court attendance services are considered incidental to the Works and all costs shall be included in Bid prices submitted.
- E9.3.2 Should a public challenge to a parking ticket be successfully appealed on the basis of unclear, inaccurate, or unacceptable documentation which do not meet the requirements of APPENDIX C or by a failure of the Contractor to provide same, the City will consider such failure to be a breach of Contract and will seek to recover such damages from the Contractor.
- E9.4 Signs will be available from the City area yards. All costs for this aspect of the Work shall be considered as incidental and shall be included in the unit price amounts for each Section.
- E9.4.1 Where the Contractor fails to return temporary “No Parking” signs to area offices or signs are returned in a damaged and irreparable state, the Contractor shall be assessed ninety dollars (\$90.00) per sign. Where signs are returned in a damaged but repairable state, the

Contractor shall be assessed forty dollars (\$40.00) per sign at the time of the final Progress Payment.

**E10. TOWING COORDINATION**

- E10.1 Towing will be required on an ongoing basis throughout street sweeping Work. In order for the Contract Administrator to coordinate towing Work the Contractor is responsible for Work under E9.1.1.
- E10.2 The City will not be responsible for towing recalls should the Contractor's cleaning fall behind towing.
- E10.3 The following limitations will affect the scheduling and sweeping for each day:
  - (a) available parking control signs for each area;
  - (b) availability of commissionaires for ticketing and towing vehicles.
- E10.4 availability/scheduling of tow trucks.



## APPENDIX A – NORTH, EAST AND SOUTH AREA STREETS

<b>SECTION A (NORTH AREA) PRIORITY 2 STREETS</b>			
<b>Streets</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Aberdeen Av	McPhillips St	Arlington St	1.3
Airlies St	Jefferson Av	Mountain Av	1.7
Atlantic Av	Airlies St	Mcgregor St	1.2
Bannerman Av	Mcgregor St	Salter St	0.6
Cathedral Av	Airlies St	Scotia St	3.0
Church Av	McPhillips St	Arlington St	1.3
Dufferin Av	Sinclair St	Mcgregor St	0.8
Euclid Av	Main St	Sutherland Av	0.6
Jarvis Av	Sinclair St	Powers St	1.8
King St	Selkirk Av	Sutherland Av	0.6
McGregor St	Dufferin Av	Jarvis Av	0.1
Powers St	Dufferin Av	Sutherland Av	0.3
Redwood Av	McPhillips St	Salter St	2.5
Scotia St	Inkster Bv	Cathedral Av	0.4
Sinclair St	Jefferson Av	Inkster Bv	1.6
Sutherland Av	Powers St	Higgins Av	2.5
		<b>Total</b>	<b>20.3</b>

<b>SECTION A (NORTH AREA) PRIORITY 3 STREETS</b>			
<b>Streets</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Aberdeen Av	Arlington St	End	2.0
Aikins St	Inkster Bv	Sutherland Av	2.4
Airlies St	Mountain Av	College Av	0.1
Alfred Av	McPhillips St	End	3.2
Anderson Av	Parr St	St Cross St	1.9
Andrews St	Inkster Bv	Jarvis Av	2.3
Angus St	Rover Av	End	0.2
Annabella St	Rover Av	Sutherland Av	0.3
Argyle St N	Euclid Av	Sutherland Ave	0.1
Artillery St	College Av	Pritchard Av	0.7
Aster Av	Airlies St	Crocus St	0.3
Atlantic Av	McPhillips St	Airlies St	2.5
Austin St N	Pritchard Av	Point Douglas Av	0.8
Bannerman Av	McPhillips St	Mcgregor St	3.1
Barber St	Euclid Av	Rover Av	0.4
Battery St	College Av	End	0.8
Beaconsfield St	Lisgar Av	Lusted Av	0.2
Bluebell Av	Daffodil St	Sinclair St	0.3
Boyd Av	McPhillips St	Main St	3.0
Cairnsmore St	Cathedral Av	Mountain Av	0.4
Carruthers Av	End	Sinclair St	1.0
Cathedral Av	McPhillips St	Airlies St	0.4
Charles St	Jarvis Av	Sutherland Av	2.0
Cherryhill Rd	Daffodil St	Sinclair St	0.4
Church Av	Arlington St	Emslie St	1.9
Cochrane St	Inkster Blvd	End	0.0
Colish Dr	Cottingham St	Pearce Av	0.3
College Av	McPhillips St	Main St	3.0
Cottingham St	Dafoe Bv	Carruthers Av	0.4
Crocus St	Cherryhill Rd	Dahlia Av	0.2
Daffodil St	Teakwood Av	Dahlia Av	0.5
Dafoe Bv	McPhillips St	Cottingham St	0.5
Dahlia Av	End	End	0.4
Dalton St	Machray Av	Mountain Av	0.4

Derby St	Dufferin Av	Sutherland Av	0.2
Emslie St	Atlantic Av	Church Av	0.4
Fir St	Jefferson Av	Richardson Av	0.1
Flora Av	Sinclair St	Main St	2.1
Fowler St	Anderson Av	St Johns Av	0.1
Galloway St	Church Av	Mountain Av	0.3
Garlies St	Machray Av	Mountain Av	0.4
Giiwe Cv	Jarvis Av	Jarvis Av	0.1
Gladstone St	Sutherland Av	Point Douglas Av	0.1
Gomez St N	End	Point Douglas Av	0.1
Granville St	Euclid Av	Rover Av	0.3
Grove St	Euclid Av	Rover Av	0.4
Habitat Pl	Jarvis Av	Jarvis Av	0.0
Hallet St	Rover Av	Main St	0.4
Jarvis Av	Powers St	End	0.4
Kildarroch St	Machray Av	Mountain Av	0.4
Lansdowne Av	McPhillips St	End	0.7
Lisgar Av	Austin St N	Beaconsfield St	0.2
Lorne Av	Austin St N	Beaconsfield St	0.2
Lusted Av	Euclid Av	Beaconsfield St	0.3
Luxton Av	Inkster Bv	Polson Av	0.9
Luxton Av W	Powers St	Salter St	0.2
Luxton Pl	End	Arlington St	0.1
Machray Av	McPhillips St	St Cross St	3.3
Macklin Av	Payne St	Mccurdy St	0.4
Magnus Av	McPhillips St	End	3.2
Main St	Sutherland Av	End	0.1
Manitoba Av	McPhillips St	End	3.1
Maple St N	Euclid Av	Point Douglas Av	0.3
Marigold By	Sinclair St	Sinclair St	0.1
McAdam Av	Sinclair St	End	0.2
McCurdy St	Richardson Av	Mellish Av	0.3
McFarlane St N	Rover Av	Point Douglas Av	0.3
McKenzie St	Inkster Bv	Jarvis Av	2.3
Meade St N	Euclid Av	End	0.1
Mellish Av	Cottingham St	Airlies St	0.3
Minnigaffe St	Machray Av	Mountain Av	0.4

Monreith St	Machray Av	Mountain Av	0.4
Mortimer Pl	Machray Av	St Cross St	0.2
Omeara St	Machray Av	Anderson Av	0.2
Parr St	Inkster Bv	Jarvis Av	2.3
Payne St	Richardson Av	Dafoe Bv	0.2
Pearce Av	Cottingham St	Airlies St	0.3
Penninghame St	Machray Av	Mountain Av	0.3
Point Douglas Av	Austin St N	Main St	0.1
Polson Av	McPhillips St	Main St	4.5
Powers St	Inkster Bv	Dufferin Av	2.1
Primrose Cr	Sinclair St	Sinclair St	0.5
Prince Edward St	Barber St	Rover Av	0.4
Pritchard Av	McPhillips St	End	3.2
Radford St	Polson Av	Aberdeen Av	1.2
Rex Av	Hallet St	Grove St	0.1
Richardson Av	McPhillips St	Mccurdy St	0.5
Robertson St	Bannerman Av	Mountain Av	0.6
Robinson St	Selkirk Av	Sutherland Av	0.6
Rover Av	Granville St	Angus St	0.9
Salvia By	Sinclair St	Sinclair St	0.2
Schultz St	Sutherland Av	Jarvis Av	0.2
Selkirk Av	Main St	End	0.3
Seymour St	Church Av	Mountain Av	0.3
Sgt Tommy Prince St	College Av	Selkirk Av	0.8
Sinclair St	Atlantic Av	Burrows Av	1.4
St Cross St	Inkster Bv	Anderson Av	0.9
St Johns Av	Parr St	Fowler St	1.7
Stella Av	Sinclair St	Main St	1.7
Stephens St	Rover Av	Point Douglas Av	0.3
Sutherland Av	Yard St	Powers St	0.1
Syndicate St	Rover Av	Point Douglas Av	0.3
Teakwood Av	Daffodil St	Jefferson Av	0.6
Tinniswood St	Machray Av	Mountain Av	0.7
Wiginton St	Carruthers Av	End	0.2
Yard St	Jarvis Av	Sutherland Av	0.1
<b>Total</b>			<b>87.6</b>

<b>SECTION B (EAST AREA) PRIORITY 2 STREETS</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Bonner Av	Henderson Hw	Raleigh St	2.0
Brazier St	McLeod Av	Midwinter Av	3.6
Chalmers Av	Watt St	Raleigh St	0.6
Donalda Av	Brazier St	Brazier St	0.1
Donwood Dr	Sutton Av	Raleigh St	2.1
Edison Av	Henderson Hw	Raleigh St	1.9
Emerson Av	Henderson Hw	Raleigh St	2.0
Gilmore Av	Henderson Hw	Raleigh St	2.0
Golspie St	Watt St	Neil Av	1.5
Headmaster Rw	Rothsay St	Raleigh St	1.4
Kimberly Av	Henderson Hw	Raleigh St	1.7
Knowles Av	Henderson Hw	Raleigh St	2.0
Leighton Av	Kildonan Dr	Watt St	1.7
Levis St	Johnson Av W	Poplar Av	0.1
Mclvor Av	Henderson Hw	Raleigh St	2.1
McLeod Av	Henderson Hw	Raleigh St	1.8
Neil Av	Golspie St	Golspie St	0.2
Raleigh St	Donwood Dr	Chalmers Av	5.5
Roch St	Edison Av	McLeod Av	0.6
Rothsay St	Glenway Av	McLeod Av	3.2
Springfield Rd	Henderson Hw	Raleigh St	2.0
Stadacona St	Levis St	Talbot Av	0.5
Sutton Av	Henderson Hw	Rothsay St	0.8
Talbot Av	Stadacona St	Elmwood Rd	0.8
Watt St	Munroe Av	End	1.6
Whellams Ln	Henderson Hw	End	0.7
<b>Total</b>			<b>42.5</b>

<b>SECTION B (EAST AREA) PRIORITY 3 STREETS</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Algonquin Av	Uxbridge Rd N	Raleigh St	0.5
Allan St	Thames Av	Nairn Av	0.5
Appleton St	Whellams Ln	End	0.3
Arbroath Dr	Rothsay St	End	0.1
Arby By	McKay Av	McKay Av	0.5
Aspenwood Pl	McKay Av	End	0.1
Autumnlea Pa	Morningmead Wk	Cranlea Pa	0.2
Baird Pl	Malcana St	Malcana St	0.1
Bardal By	De Graff Pl	De Graff Pl	0.5
Beatrice St	Martin Av W	End	0.5
Bowman Av	Henderson Hw	End	1.2
Brahms By	Bonner AV	Uxbridge Rd N	0.4
Brazier St	Cheriton Av	McLeod Av	0.3
Bredin Dr	Henderson Hw	Henderson Hw	0.5
Bret By	Donwood Dr	Donwood Dr	0.4
Brian St	Donwood Dr	Springfield Rd	0.4
Bridgewater Cr	Karen St	Paufeld Dr	0.2
Broad By	Edison Av	Edison Av	0.5
Bronx Av	Henderson Hw	Golspie St	1.0
Bronx Pl	Kildonan Dr	Henderson Hw	0.3
Brunlea Ky	Gilmore Av	End	0.1
Bunns Gr	Headmaster Rw	Bonner Ave	0.2
Callum Cr	Donwood Dr	Donwood Dr	0.4
Cameo Cr	McLeod Av	Raleigh St	0.6
Canterbury Pl	Kildonan Dr	Henderson Hw	0.2
Carmen Av	Glenwood Cr	Henderson Hw	0.6
Carrie Cv	Marcie St	End	0.1
Cedarcrest Dr	Corinne St	Mark Pearce Av	0.5
Chalmers Av	Henderson Hw	Watt St	0.9
Charles Hawkins By	Headmaster Rw	End	0.0
Chelsea Av	Henderson Hw	Golspie St	1.4
Chelsea Pl	Kildonan Dr	Henderson Hw	0.2
Cheriton Av	Kildonan Dr	Rothsay St	1.1
Chernichan Dr	Edkar Cr	End	0.2

Chopin Bv	Uxbridge Rd N	Wiebes Dr	0.3
Chornick Dr	Mclvor Av	Gilmore Av	0.5
Claudia Pl	Donwood Dr	End	0.1
Claus By	Whellams Ln	Whellams Ln	0.3
Cobourg Av	Glenwood Cr	Henderson Hw	0.6
Colvin Av	Brazier St	Roch St	0.3
Continental Av	Chornick Dr	Malcana St	0.4
Corinne St	Mark Pearce Av	Oakland Av	0.2
Corne St	Slater Av	End	0.1
Cranlea Pa	Mclvor Av	Gilmore Av	0.4
Dalgleish By	Headmaster Rw	End	0.1
Daman St	Glenway Av	Knowles Av	0.2
Dan H Young By	Headmaster Rw	End	0.0
De Fehr St	Edison Av	Oakland Av	0.5
De Graff By	De Graff Pl	De Graff Pl	0.4
De Graff Pl	Mark Pearce Av	De Graff By	0.5
Dearborn Av	Henderson Hw	Lacy St	0.3
Deborah Pl	Reiny Dr	End	0.1
Del Rio Pl	Slater Av	End	0.1
Delbrook Cr	Foxdale Av	Foxdale Av	0.4
Desalaberry Av	Nairn Av	Watt St	0.2
Devon Av	Henderson Hw	Rothsay St	0.8
Diamond St	Strood Av	Rothsay St	0.4
Digby Av	Glenwood Cr	Silvia St	0.1
Dobbie Av	Golspie St	Raleigh St	0.5
Donald McClintock By	Headmaster Rw	End	0.0
Donalds Av	Henderson Hw	Roch St	0.5
Douglas Av	Henderson Hw	End	0.8
Douglas Lawrence By	Headmaster Rw	End	0.1
Dounreay By	McLeod Av	End	0.0
Dunbeath Av	Brazier St	Roch St	0.3
Dundoon St	Glenway Av	McLeod Av	0.3
Dunrobin Av	Kildonan Dr	Raleigh St	2.2
Dunvegan St	Rossmere Cr	Mossdale Av	0.2
Durness By	McLeod Av	End	0.0
Eade Cr	Vryenhoek Cr	Raleigh St	0.4

Eastwood Dr	Glenway Av	Henderson Hw	0.2
Edelweiss Cr	Donwood Dr	Springfield Rd	0.9
Edith By	Continental Av	End	0.1
Edkar Cr	Mclvor Av	Pentland St	0.3
Elaine Pl	Donwood Dr	End	0.1
Elmwood Rd	Thames Av	End	0.5
Essar Av	Kildonan Dr	Henderson Hw	0.7
Euston St	Oakland Av	End	0.1
Evenlea Wk	Gilmore Av	Gilmore Av	0.5
Fair Pl	Mclvor Av	End	0.1
Fearn Av	Brazier St	Roch St	0.3
Fortier Av	Henderson Hw	Summerfield Wy	0.4
Foxdale Av	Rothesay St	End	0.5
Frasers Gr	Henderson Hw	Woodvale St	0.4
Gemini Av	Paufeld Dr	Edelweiss Cr	0.6
Glencoe Av	Mosssdale Av	Woodvale St	0.3
Glenway Av	Eastwood Dr	Raleigh St	2.1
Glenwood Cr	Digby Av	End	0.9
Golspie St	Oakland Av	McLeod Av	0.1
Gordon Av	Henderson Hw	Stadacona St	0.7
Graduate Pa	Sutton Av	Springfield Rd	0.1
Grandview St	Henderson Hw	End	0.3
Greene Av	Kildonan Dr	Raleigh St	2.5
Greenlea Cv	Gilmore Av	Gilmore Av	0.3
Halkirk By	McLeod Av	End	0.0
Hanson St	Emerson Av	Knowles Av	0.1
Harbison Av W	Glenwood Cr	End	1.7
Harewood Cs	Hathway Rd	End	0.1
Hart Av	Glenwood Cr	Henderson Hw	0.7
Hathway Rd	Rothesay St	Cranlea Pa	0.4
Hawthorne Av	Kildonan Dr	Rothesay St	1.1
Hawthorne Pl	Hawthorne Av	End	0.1
Hazel Dell Av	Kildonan Dr	Golspie St	2.0
Headmaster Rw	Rothesay St	End	0.1
Heidelberg By	Gilmore Av	End	0.0
Helmsdale Av	Kildonan Dr	Raleigh St	2.2



Honeywood St	Roselawn By	Donwood Dr	0.2
Hooper Pl	Gilmore Av	End	0.1
Huntsman Cir	Hathway Rd	End	0.1
Ian Pl	De Graff Pl	Edison Av	0.3
Irving Pl	Kildonan Dr	Henderson Hw	0.5
Jack Hawthorn By	Headmaster Rw	End	0.0
Jamison Av	Henderson Hw	Trueman St	1.3
Jodonndra By	Bonner AV	Bonner AV	0.3
Karen St	Donwood Dr	Springfield Rd	0.4
Kayhans Dr	Mclvor Av	End	0.2
Keith Black By	Headmaster Rw	End	0.0
Kellas St	Gilmore Av	Stuart Av	0.1
Kildonan Dr	End	Henderson Hw	3.4
Kildonan Dr S	Kildonan Dr	End	0.1
Kimberly Av	Kildonan Dr	Henderson Hw	0.3
Kinbrace By	McLeod Av	End	0.1
Kingsford Av	Henderson Hw	Kingsford Pl	1.5
Kingsford Pl	Kingsford Av	Mark Pearce Av	0.2
Kirkwall Cr	Cameo Cr	Cameo Cr	0.4
Kronstal Pl	Malcana St	Malcana St	0.1
Lacy St	Gordon Av	End	0.1
Larchdale Cr	Kildonan Dr	Frasers Gr	0.9
Larsen Av	Henderson Hw	End	1.2
Lauder Av	Cameo Cr	Lauder Av	0.2
Leatherwood Cr	Headmaster Rw	Headmaster Rw	0.5
Leatherwood Cv	Headmaster Rw	End	0.1
Lerwick By	McLeod Av	End	0.1
Leslie Av	Glenwood Cr	Silvia St	0.2
Levis St	Riverton Av	Talbot Av	0.1
Linden Av	Kildonan Dr	Raleigh St	2.4
Litz Pl	Appleton St	Henderson Hw	0.3
MacAulay Cr	Edison Av	End	0.6
MacAulay Pl	Edison Av	Macaulay Cr	0.2
Malcana St	Chornick Dr	Gilmore Av	0.7
Marcie St	Gilmore Av	End	0.2
Mark Pearce Av	De Fehr St	Cedarcrest Dr	0.8

Martin Av W	Glenwood Cr	End	1.7
Matthew By	Headmaster Rw	End	0.0
Mattinee By	Donwood Dr	Donwood Dr	0.4
Maxim By	Continental Av	End	0.1
Maxwell Pl	Brazier St	End	0.1
McIntosh Av	Henderson Hw	End	0.4
McKay Av	Henderson Hw	Rothesay St	0.8
McPhail St	Gordon Av	Dearborn Av	0.1
Melbourne Av	Henderson Hw	End	1.3
Mellowmead Cv	Gilmore Av	Gilmore Av	0.3
Melmar Pl	Rothesay St	End	0.1
Melness By	McLeod Av	End	0.0
Melonlea Cv	Gilmore Av	Gilmore Av	0.3
Mighton Av	Henderson Hw	Brazier St	0.3
Mildred St	Knowles Av	Headmaster Rw	0.1
Moir Av	Dunvegan St	Rossmere Cr	0.2
Monson St	Glenway Av	Knowles Av	0.2
Mornefortune Cr	Mclvor Av	Pentland St	0.3
Morningmead Wk	Autumnlea Pa	Cranlea Pa	0.5
Mossdale Av	Kildonan Dr	Henderson Hw	0.7
Nairn Av	Desalaberry Av	Allan St	0.1
Natalie By	Stuart Av	End	0.0
Neil Av	Henderson Hw	End	0.9
Neil Pl	Henderson Hw	End	0.1
Noble Av	Glenwood Cr	Henderson Hw	0.7
Northcote By	Headmaster Rw	End	0.1
Oakland Av	Henderson Hw	Raleigh St	1.8
Oakview Av	Kildonan Dr	Golspie St	1.9
Ottawa Av	Henderson Hw	Trueman St	1.3
Parkway Pl	Mclvor Av	End	0.1
Paufeld Dr	Rothesay St	Gemini Av	0.9
Pennefather By	Pennefather St	Bonner AV	0.2
Pennefather St	Headmaster Rw	Bonner AV	0.2
Pentland St	Douglas Av	End	0.8
Peters By	Headmaster Rw	End	0.1
Peters St	Knowles Av	Headmaster Rw	0.1

Pinecrest By	Donwood Dr	Donwood Dr	0.3
Placid Cv	Mclvor Av	End	0.1
Pleasant By	Brazier St	Brazier St	0.5
Poplar Av	Henderson Hw	Levis St	0.7
Principal By	Headmaster Rw	End	0.1
Puffin Pl	Pentland St	End	0.0
Quiring By	Donwood Dr	Donwood Dr	0.4
Rachel St	Malcana St	Continental Av	0.2
Radium Cv	Mclvor Av	Uxbridge Rd S	0.3
Ranch Pl	Ranch Rd	End	0.0
Ranch Rd	Mclvor Av	Mclvor Av	0.2
Regula Pl	Knowles Av	End	0.1
Reichert St	Gilmore Av	End	0.1
Reinhard Pl	Donwood Dr	End	0.1
Reiny Dr	Mclvor Av	Mclvor Av	0.7
Riverton Av	Elmwood Rd	Talbot Av	1.4
Roberta Av	Woodvale St	Raleigh St	2.2
Roch St	McLeod Av	Poplar Av	3.1
Roman St	Oakland Av	End	0.1
Roosevelt Pl	Bredin Dr	Henderson Hw	0.1
Roselawn By	Donwood Dr	Donwood Dr	0.5
Rosewell Pl	Sharron By S	De Fehr St	0.3
Rossmere Cr	Kildonan Dr	Mosssdale Av	0.7
Rowandale Av	Henderson Hw	Rowandale Cr	0.3
Rowandale Cr	Rowandale Av	Kildonan Dr	0.4
Rowe St	Oakland Av	End	0.1
Serenity Cv	Gilmore Av	Gilmore Av	0.3
Sharron By N	Rothesay St	De Fehr St	0.7
Shelagh Cr	Edelweiss Cr	Edelweiss Cr	0.2
Silvia St	Hespeler Av	Digby Av	0.2
Slater Av	Henderson Hw	Corne St	0.3
Solace Ky	Evenlea Wk	End	0.1
Springfield Rd	Graduate Pa	Springfield Rd	0.2
Springlea Pa	Morningmead Wk	Gilmore Av	0.2
Stalker By	Mark Pearce Av	Mark Pearce Av	0.4
Stanier St	Gordon Av	Dearborn Av	0.1

Stoneham Cr	Bonner Av	Pennefather St	0.5
Strood Av	Henderson Hw	East End	0.7
Stuart Av	Henderson Hw	Natalie By	0.7
Summerfield Wy	Gilmore Av	Gilmore Av	0.7
Sutton Av	Rothesay St	Karen St	0.3
Swiss By	Rothesay St	End	0.2
Sydney Av	Henderson Hw	End	1.3
Tain By	McLeod Av	End	0.0
Talbot Av	End	End	0.4
Tamarind Dr	Whellams Ln	End	0.3
Thames Av	Allan St	Elmwood Rd	0.4
Tranquility Cv	Gilmore Av	Summerfield Wy	0.3
Trent Av	Henderson Hw	Golspie St	1.1
Trueman St	Washington Av	End	0.1
Tweed Av	Stadacona St	Elmwood Rd	0.7
Union Av W	End	End	0.9
Uxbridge Rd N	Bonner AV	End	0.3
Uxbridge Rd S	Radium Cv	Mclvor Av	0.1
Valhalla Dr	Henderson Hw	End	0.3
Vryenhoek Cr	De Graff Pl	Eade Cr	0.4
Vryenhoek Pl	Vryenhoek Pl	End	0.0
Washington Av	Henderson Hw	Raleigh St	1.6
Watt St	Leighton Av	Roberta Av	0.1
Wiebes Dr	Bonner AV	Algonquin Av	0.4
Wilfred Knowles By	Headmaster Rw	End	0.0
Willart Pl	Pentland St	End	0.1
William Dixon By	Headmaster Rw	End	0.0
William Newton Av	Stadacona St	Elmwood Rd	0.8
Willowdale Pl	Kildonan Dr	Larchdale Cr	0.2
Winmart Cv	Mclvor Av	End	0.1
Winters Wy	Pentland St	End	0.0
Winterton Av	Henderson Hw	Golspie St	1.0
Woodvale St	Frasers Gr	Helmsdale Av	1.0
Zacharias Pl	Zeglinski Cr	End	0.0
Zeglinski Cr	Chopin Bv	Wiebes Dr	0.4
		<b>Total</b>	<b>115.6</b>

<b>SECTION C (SOUTH AREA) PRIORITY 2 STREETS</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Argue St	Berwick Pl	Rathgar Av	0.4
Beresford Av	Cockburn St S	Daly St S	0.3
Berwick Pl	Argue St	Daly St S	0.4
Brandon Av	Osborne St	Hay St	0.3
Churchill Dr	Cockburn St S	Osborne St	2.9
Cockburn St S	Rathgar Av	Churchill Dr	0.4
Cockburn St N	Wellington Cr	Scotland Av	0.9
Daly St S	Morley Av	Beresford Av	0.5
Eccles St	Churchill Dr	Churchill Dr	1.0
Fleet Av	Stafford St	Pembina Hw	1.1
Grosvenor Av	Stafford St	Wellington Cr	0.6
Lilac St	Grosvenor Av	Jubilee Av	1.7
Morley Av	Hugo St S	Eccles St	1.6
Nassau St N	Roslyn Rd	Stradbrook Av	0.5
Osborne St SB to Churchill Dr EB	Osborne St	Churchill Dr	0.4
Rathgar Av	Cockburn St S	Daly St S	0.3
Roslyn Rd	Nassau St N	Osborne St	0.3
Scott St	River Av	Stradbrook Av	0.2
<b>Total</b>			<b>13.8</b>

<b>SECTION C (SOUTH AREA) PRIORITY 3 STREETS</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length (km)</b>
Arbuthnot St	Grosvenor Av	Pembina Hw	1.2
Arctic St	River Av	Bell Av	0.1
Argue St	Beresford Av	End	0.3
Arnold Av	Hugo St S	Eccles St	1.6
Ashland Av	Osborne St	Churchill Dr	1.3
Avonherst St	Harvard Av	Yale Av	0.1
Balfour Av	Osborne St	Churchill Dr	1.1
Baltimore Rd	Osborne St	Churchill Dr	1.3
Bartlet Av	Osborne St	Eccles St	0.9
Bell Av	Clarke St	Wood St	0.3
Beresford Av	Argue St	Osborne St	1.0
Berwick Ct	Argue St	End	0.1
Berwick Pl	Berwick Pl	Berwick Pl	0.1
Bole St	River Av	End	0.1
Brandon Av	Osborne St	End	0.3
Bryce St	Roslyn Rd	End	0.2
Carlaw Av	Osborne St	Daly St S	0.5
Carter Av	Stafford St	Pembina Hw	0.6
Casey St	Arnold Av	Churchill Dr	1.1
Cauchon St	River Av	End	0.1
Churchill Dr	Eccles St	Eccles St	1.4
Clare Av	Osborne St	Eccles St	0.9
Clarke St	River Av	Donald St	0.2
Cockburn St N	Scotland Av	End	0.0
Cockburn St S	Kylemore Av	Rathgar Av	0.2
Daly St N	Wardlaw Av	Lorette Av	0.9
Daly St S	Carlaw Av	Churchill Dr	0.7
Darling St	Oakwood Av	Balfour Av	0.3
Don Av	Osborne St	End	0.1
Dorchester Av	Stafford St	Wellington Cr	0.6
Dudley Av	Stafford St	End	1.0
Ebby Av	Stafford St	Lilac St	0.4
Evergreen Pl	Roslyn Rd	End	0.1
Fisher St	Arnold Av	Churchill Dr	1.3

Fleet Av	Pembina Hw	Nassau St N	0.1
Fortune St	Stinson Av	End	0.0
Garwood Av	Stafford St	Nassau St N	1.0
Gerard St	River Av	End	0.1
Gertrude Av	Wellington Cr	Donald St	1.1
Glasgow Av	Osborne St	End	0.1
Harvard Av	Stafford St	Ruskin Rw	0.2
Hay St	Churchill Dr	Montgomery Av	1.2
Hector Av	Stafford St	Pembina Hw	0.5
Hethrington Av	Osborne St	End	0.6
Hugo St N	Wellington Cr	Pembina Hw	0.8
Hugo St S	Arnold Av	Berwick Pl	0.2
Jackson Av	Stafford St	End	0.4
Jessie Av	Stafford St	Osborne St	1.5
Kingsway Af	Stafford St	Wellington Cr	0.4
Kylemore Av	Osborne St	End	0.9
Lagopoulos Wy	Pembina Hw	End	0.2
Lewis St	River Av	End	0.1
Lorette Av	Stafford St	Daly St N	1.0
Mabel St	Arnold Av	Montgomery Av	0.9
Maplewood Av	Osborne St	Eccles St	0.9
Mayfair Av	Harkness St	End	0.0
Mayfair Pl	River Av	End	0.2
McMillan Av	Stafford St	Pembina Hw	1.5
McNaughton Av	Daly St S	Churchill Dr	0.5
Montague Av	Churchill Dr	Churchill Dr	0.5
Montgomery Av	Osborne St	Churchill Dr	0.9
Mulvey Av	Stafford St	Pembina Hw	1.2
Mulvey Av E	Osborne St	End	0.1
Nassau St N	Stradbrook Av	Garwood Av	0.6
Nassau St S	Brandon Av	Montague Av	1.2
Norquay St	River Av	End	0.1
Oakwood Av	Osborne St	Darling St	1.1
Osborne St	Osborne St	McMillan Av	0.1
Palk Rd	Ruskin Rw	Wellington Cr	0.2
Pulford St	River Av	End	0.1

Rathgar Av	Station Pl	Osborne St	1.2
River Av	Harkness St	Stradbrook Av	0.2
Riverdale St	Jubilee Av	End	0.0
Rosedale Av	Argue St	Osborne St	1.4
Roslyn Cr	Roslyn Rd	Roslyn Rd	0.4
Roslyn Rd	Roslyn Cr	End	0.5
Ruskin Rw	Kingsway Af	Grosvenor Av	0.4
Scotland Av	Stafford St	End	1.0
Scott St	Stradbrook Av	McMillan Av	0.3
Station Pl	Rathgar Av	Argue St	0.1
Stinson Av	Daly St S	Taft Cr	0.2
Stradbrook Av	Stradbrook Av	River Av	0.1
Taft Cr	Nassau St S	End	0.2
Togo Av	Osborne St	End	0.1
Walker Av	Argue St	Osborne St	1.1
Walker Ct	Argue St	End	0.1
Wardlaw Av	Wellington Cr	Donald St	1.0
Warsaw Av	Stafford St	End	1.5
Wavell Av	Churchill Dr	Fisher St	0.5
Weatherdon Av	Stafford St	Pembina Hw	0.6
Wentworth St	End	Pembina Hw	1.5
Wilmot Pl	River Av	End	0.2
Wood St	Bell Av	End	0.0
Woodward Av	End	End	0.3
Yale Av	Stafford St	Ruskin Rw	0.3
		<b>Total</b>	<b>54.1</b>



## **APPENDIX B – SECTION 15 OF WINNIPEG PARKING BY LAW**

### **TEMPORATY PARKING RESTRICION TO ACCOMMODATE STREETS WORKS**

Section 15 of By-Law No. 86/2016 states that:

- 15(1) If a temporary traffic control device prohibiting parking during specified hours in order to accommodate Work within the street is placed or erected on a street by or on behalf of the City, no vehicle may be parked on that street in contravention of that sign.
- 15(2) Subsection one (1) does not apply within the first twenty four (24) hours after the sign is placed or erected on that street by or on behalf the City.

## **APPENDIX C – PROCEDURE FOR PLACEMENT OF TEMPORARY “NO PARKING” SIGNS**

### **PURPOSE:**

To ensure the proper use of temporary "No Parking" signs during street cleaning operations.

### **PROCEDURE:**

#### **1. SIGN PLACEMENT**

##### **1.1. Timing**

- 1.1.1. Temporary "No Parking" signs used to prohibit vehicle parking on streets shall be erected 24 hours prior to the Work being carried out.
- 1.1.2. In high density residential areas, street Work should be done on an "Alternate Street" basis.

##### **1.2. Spacing**

- 1.2.1. The first sign at each location shall be erected approximately 15 metres from the street or lane intersection that traffic on the signed side of the street first approaches.
- 1.2.2. The maximum spacing between temporary "No Parking" signs shall be 60 metres.
- 1.2.3. Intersection with another street or public lane ends the parking ban. Any continuation of signing shall be in accordance with 1.2.1. and 1.2.2.
- 1.2.4. Both sides of one-way streets shall be signed if parking is permitted on both sides.

##### **1.3. Alignment**

- 1.3.1. Temporary "No Parking" signs shall be erected in visible unobstructed locations and at an angle to face oncoming traffic.

#### **2. ENFORCEMENT**

##### **2.1. Towing**

- 2.1.1. Vehicles parked on the street after the signs have been erected and still parked on the street during the time period displayed on the temporary signs, will be ticketed by the Commissionaires and towed to a compound at the vehicle owner's expense.
- 2.1.2. Vehicles that were parked prior to sign placement and still parked when Work commences shall be towed "around the corner" by the Operations Department under the coordination of the District By-Law Enforcement Officer, or his designate, and no tickets shall be issued.

##### **2.2. Sign Removal**

- 2.2.1. When signs are removed, the location of all signs that are down or missing shall be recorded to assist in complaint resolution.

#### **3. REFERENCE**

##### **3.1. By-Laws**

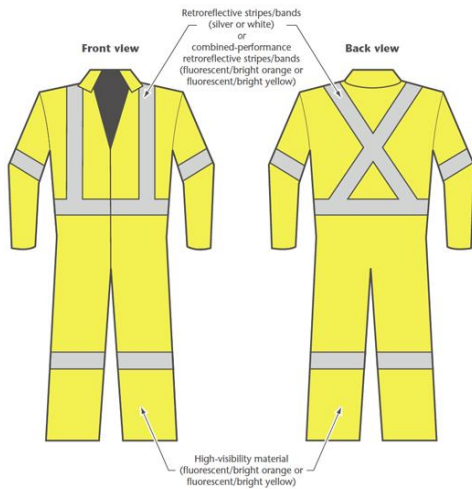
- 3.1.1. Winnipeg Parking By-Law No. 86/2016

## APPENDIX D – WORKER VISIBILITY

Under the Manitoba Workplace and Health Regulations Part 6.7 and 20.6(2)(ii) and the City of Winnipeg’s Worker Visibility Directive:

- Every worker engaged in Work within the “public right of way” or exposed to the hazards of vehicular traffic/powered mobile equipment shall:
  - Wear a blaze orange or yellow-green CSA Class II vest/garment during daylight hours.
  - Wear blaze orange fluorescent or yellow-green outer safety apparel that meets CSA Class III requirements during periods of low visibility and darkness (see figures below).

### CLASS III – MINIMUM VISIBILITY STANDARD



Example of minimum retroreflective layout standard



Example of ankle band meeting retroreflective standard