



THE CITY OF WINNIPEG

TENDER

TENDER NO. 964-2022

PROVISION OF HOURLY RATES FOR EQUIPMENT AND TRUCKS 2023-2024
CONSTRUCTION SEASON

Note to Bidders : All additions/changes from previous Tender (8-2022) are highlighted within.

Bidders must submit their Form B: Prices bids in Microsoft Excel format. As of August 2022 only hired hourly bids submitted in Microsoft Excel format will be accepted. If the Bidder requires additional information they may contact the Contract Administrator identified in D5.

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF HOURLY RATES FOR EQUIPMENT AND TRUCKS 2023-2024 CONSTRUCTION SEASON

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time **March 10, 2023.**

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 D5.1.

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 seven (7) 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.
- B5.4 The Bidder is responsible for ensuring that they have 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 D5.

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 their 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 they wish 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 their 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) At least one (1) of the following Excel Form B: Prices;
 - (i) Dump Trucks only;
 - (ii) Streets Sweepers only – Spring Clean Up;
 - (iii) Streets Sweepers only – Regular & Fall;
 - (iv) Streets Sweepers only – Central Services;
 - (v) Construction Equipment only.
- 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.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.3.2 Bids shall be submitted in Microsoft Excel format.
- B7.4 Bidders must enter all requested information accurately. Corrections will not be allowed after the Submission Deadline. The City intends to perform random audits to verify the accuracy of the information provided. Units found to be misrepresented as to type or age will be removed from the Hired Equipment list for duration of the Contract and further may affect the ability of the Bidder to qualify for future contracts.

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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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 Bidder shall state the Class Code, Make, Model, Unit and Serial Number, as well as the class bid to identify all equipment and trucks Bid, on Form B: Prices. Failure to include may cause the equipment or truck Bid to be rejected.
- B9.3 The Bidder will be required to submit a copy of the vehicle registration after the submission deadline. No truck shall be placed on the Call-Out list or hired out for Work until the vehicle registration has been submitted. License plate number can only be used once in Class A1, A4 and A7. If the license plate number is not listed on Form B, bid prices will not be accepted.
- B9.4 The Bidder shall bid on Form B: Prices for any or all of the following.
- (a) Dump Trucks;
 - (b) Street Sweeping – Spring Clean Up;
 - (c) Street Sweeping – Regular & Fall;
 - (d) Street Sweeping – Central Services;
 - (e) Construction Equipment.
- B9.5 In the event that Bids from different Bidders are identical for a class of equipment or truck, the City reserves the right to have a lottery. The lottery would consist of having a draw of names to set the Call-Out order, with all tied Bidders being invited to attend.
- B9.6 In the event that the City errs in the slotting and/or calling out of equipment and trucks, the Bidder/Contractor shall have no claim against the City.
- B9.7 The Contractor shall not be compensated for rest breaks or meal breaks except as outlined below. If operational requirements permit, the City foreman may, at his discretion, allow one paid break per four hours of Work up to the maximum extent of fifteen minutes. The fifteen minutes for the break shall include travel time to and from the work site. Breaks cannot be accumulated nor will payment be owing by the City for breaks not granted or not taken.

- B9.8 All quoted hourly rental rates shall include all costs of any nature whatsoever associated with the supply and operation of the equipment and trucks, including but not limited to:
- (a) Qualified and competent operators;
 - (b) Fuel, oil, lubrication and all maintenance;
 - (c) Any and all overtime, except as specified in B9.9 (i.e.: no special or additional overtime rates will be accepted);
 - (d) Any and all travel time to the work site, except as specified in B9.9;
 - (e) All insurance and all other costs.
- B9.9 An overtime premium of \$16.12/hour will be paid for each hour of equipment and truck time worked during the weekend period 1900 hours Friday to 1900 hours Sunday.
- B9.9.1 An overtime premium will also be paid for work on a Statutory holiday and Remembrance Day. The overtime rate for working on a Statutory Holiday shall be paid at \$24.18/hour and will be paid from 19:00hrs the day prior until 19:00hrs the day of the Statutory holiday.
- (a) Statutory holidays are New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day.
- B9.9.2 Any weekend or statutory holiday premium paid to the equipment and truck operator is the sole responsibility of the equipment and truck owner. Notwithstanding that the Contractor may be required by law to pay overtime to his employees if they have worked excessive hours.
- B9.10 Equipment and trucks called out for Work shall be paid at the quoted hourly rate as follows:**
- (a) A minimum of four (4) hours from the time the equipment reaches the Site until the specific Work is completed; or**
 - (b) A minimum of two (2) hours if the Work is cancelled without a three (3) hours notice being provided before the called out start of Work; or**
 - (c) No hours will be paid if a notice was provided more than three (3) hours before the called out start of Work.**
- B9.10.1 Travel time to and from the Work is the responsibility of the Contractor and the City will not pay for same. IF there is any doubt the Contractor should contact the City's Equipment Coordinator at 204-986-6481.**
- B9.11 Spring Clean Up only: Streets Maintenance Division will set up a central phone number (204-775-7669) with a recording stating whether Work will proceed or will be cancelled for the day. The Contractor should contact this number prior to the start of a street sweeping shift.
- B9.12 Spring Clean Up only: Parks Division will set up a central phone number (204-986-3900) with a recording stating whether Work will proceed or will be cancelled for the day. The Contractor should contact this number prior to the start of a street sweeping shift.
- B9.13 Spring Clean Up only: A two hour call out may be paid if sprint clean-up equipment shows up at a job site and is not utilized but sent home due to inclement weather, providing the message recording cancelling the sweeping shift was not on two hours prior to the start of the shift. A total of four hours will be paid if a spring clean-up equipment works a minimum of one hour on the job site and is then sent home due to inclement weather.
- B9.14 A Call-Out shall include Work assigned at one or more locations and includes Work assigned for different users.
- B9.15 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.
- B9.16 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.6 and D7).
- B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

- B12.6 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.7 The Bidder shall submit, within five (5) 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.
- B12.8 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 After evaluation, the name(s) of the successful proponent(s) who will be on the call out list, their address(es) and hourly rates will be available on the MERX website at www.merx.com.
- B13.3 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).
- B13.3.1 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 their 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) economic analysis of any approved alternative pursuant to B6;
 - (d) Call-Out List for Dump Trucks will be determined on Price per Hour;
 - (e) Call-Out List for all other Equipment will be determined as per B16.4.
- 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(a), 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 For the purpose of determining the Call-Out List for other equipment, the following slotting formula will be used:

- (a) Equipment manufactured after 2020 shall be given a 35% price/hour advantage;
- (b) Equipment manufactured after 2017 shall be given a 28% price/hour advantage;
- (c) Equipment manufactured after 2014 shall be given a 22% price/hour advantage;
- (d) Equipment manufactured after 2011 shall be given a 15% price/hour advantage;
- (e) equipment originally manufactured after 2008 shall be given a 5% price/hour advantage;
- (f) Equipment manufactured in 2008 and prior years, shall be given no (0%) price/hour slotting advantage

For Example:

	Year	Bid	Slotting Price	Advantage
Equipment Age:	a) 2021	\$40.00	\$26.00	35%
	b) 2018	\$40.00	\$28.80	28%
	c) 2015	\$40.00	\$31.20	22%
	d) 2012	\$40.00	\$34.00	15%
	e) 2009	\$40.00	\$38.00	5%
	f) 2008 or prior	\$40.00	\$40.00	0%

B16.5 When a combination unit is Bid, both serial numbers must be supplied (eg. truck and air compressor).

B16.6 For the backhoe/breaker combination, it is anticipated that the backhoe will be used seventy-five percent of the time and the backhoe/breaker combination twenty-five percent of the time, the low Bid (for slotting purposes only) for the combined unit will be determined by adding seventy-five percent of the backhoe rate and twenty-five percent of the combined backhoe/breaker rate (both backhoe/breaker are slotted based on age clause.) The 75%/25% backhoe/breaker ratio stated is an estimate only and is not meant to imply any guaranteed hours of usage for either the backhoe or hydraulic breaker.

B16.7 The truck/air compressor combination in Class L1 will be given a slotting position based on the age of the air compressor.

B16.8 Only original equipment manufactured (O.E.M) serial numbers to be provided on Form B: Prices.

B16.9 The Tender will establish pay rates and a hiring order for all classes of trucks and equipment identified for the 2023-2024 Construction Season.

B16.9.1 Bid rates for equipment to be utilized during spring clean-up operations shall be effective from the start of the 2023 spring clean-up program.

B16.9.2 Bid rates for equipment to be utilized for 2023-2024 construction work shall be effective from April 1, 2023 to March 31, 2024.

B17. AWARD OF CONTRACT

B17.1 The Tender will establish pay rates and a hiring order for all classes of trucks and construction equipment identified for the 2023-2024 Construction Season.

B17.1.1 Bid rates for equipment to be utilized during spring clean-up operations shall be effective from the start of the 2023 spring clean-up program.

B17.2 Bid Rates for equipment to be utilized for 2023-2024 construction work shall be effective from April 1, 2023 to March 31, 2024.

B17.3 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.

B17.3.1 Without limiting the generality of B17.1, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their 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.

B17.4 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.

B17.5 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.

B17.5.1 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
- 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 provision of hired equipment and trucks for the period of April 1, 2023 to March 31, 2024

D2.2 The City shall be the sole judge of what work will be performed under this contract.

D2.3 The City reserves the right to issue other Tenders for equipment and trucks.

D2.4 The City reserves the right to by-pass lower Bid pieces of equipment and truck if it is deemed inadequate for the particular job.

D2.5 The Work shall be done on an "as required" basis during the term of the Contract.

D2.5.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.5.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;;
- (b) **"Submission"** means the time and date set out in the Bidding Procedures for final receipt of Bids;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Jean-Luc Lambert
Support Services Engineer

Telephone No. 204 986-7087

Email Address. jeanlambert@winnipeg.ca

D6. CONTRACTOR'S SUPERVISOR

D6.1 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;

- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. INSURANCE

D10.1 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) Property insurance for your Contractor's equipment;

D10.2 The Contractor providing licensed equipment (insured through MPI or another Auto liability carrier) shall provide and maintain the following insurance coverage:

- (a) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (b) If required, Commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (c) Confirmation – either under the Automobile Liability policy OR the commercial general liability policy that coverage includes loading and unloading/hauling and dumping.

D10.3 The certificate of Insurance must clearly outline the Contractors operations.

D10.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D10.5 Deductibles must be expressly stated on the certificate of insurance and must not exceed \$5,000.00. Any variation of the deductible are subject to the Supervisor of Insurance and/or Corporate Risk Manager approval.

D10.6 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.

D10.7 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.

D10.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. DAMAGE CLAIMS

D11.1 The Contractor shall report any event resulting in injury or damage immediately following the occurrence of such event, and the receipt of notice of an action, proceeding, claim or demand alleging or giving notice of injury immediately following receipt thereof, to the City of Winnipeg Claims Branch.

D11.2 The City shall notify the Contractor of all claims of injury or damage alleged to have been caused by the Contractor or his equipment of which it receives notice.

D11.3 Reports or claims of injury or damage reported by the Contractor or of which the Contract Administrator or designate from the Risk Management Division has received notice will be dealt with as follows:

D11.3.1 The Contract Administrator or designate will identify if the damage was caused by a negligent action on behalf of the Contractor. The Contract Administrator or designate shall then, notify the Contractor of the claim by email/Canada Post mail, and include all supporting documentation; the Contractor shall contact the claimant in writing by mail within 30 days of the receipt of the email/letter from the City, providing their position on liability, with a copy sent by email to the City of Winnipeg's Claims Branch at FINclaim@winnipeg.ca. If a Contractor fails to contact the claimant within 30 days outlining their position on liability, the City will take these acts of inaction into consideration and may suspend Call-Out equipment for 6 months or debar for 3 years.

D11.3.2 If it is determined by the Contract Administrator or designate that the damage identified is considered unforeseen damage, the City of Winnipeg will respond to the property owner with respect to liability in the matter.

D11.4 The Contractor shall provide to the City an active email address to receive claim notifications.

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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor must provide the City with their G.S.T. registration number at least 24 hours prior to starting Work. If the G.S.T. registration number is not supplied within 24 hours of Work, then the Contractor will not receive G.S.T. payment for the first 24 hours after the number is received.

D13. DECLARATION BY CONTRACTOR

D13.1 The Contractor declares that he has submitted his Bid and entered into this Contract in good faith and that to the best of his knowledge no member of Council, or any officer or employee of the City has any pecuniary interest, direct or indirect, in the said Contract, and further that the said Contractor shall forfeit all claims under this Contract for Work done beyond the actual proven expenses of the Contractor if any member of Council, or any officer or employee of the City is at any time interested therein is given or agreed to be given to him and as well shall refund to the City any monies paid to the Contractor by the City under this Contract beyond the actual expenses of the Contractor. The Contractor declares that he has not participated in any collusive scheme or combine in connection with his Bid or Contract.

D14. COVID-19 SCHEDULE DELAYS

D14.1 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.

- D14.2 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.
- D14.3 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.
- D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule, including the durations identified in D10, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 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

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D15.1 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.

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 The Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba.)

D17. EQUIPMENT AND TRUCK RELIABILITY

- D17.1 At the sole discretion of the Street Maintenance Division, equipment or trucks which show a history of breakdowns and/or not reporting for Work or of being substituted for will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the Street Maintenance Division. The Contractor shall produce copies of Work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Also all equipment and trucks must comply with the specification and safety requirements in this Tender or the unit will not be used.

D18. OPERATOR'S COMPETENCE AND PERFORMANCE

- D18.1 The Contractor's operator shall maintain all equipment and trucks in good working order and shall perform all obligations expressed and implied in this Tender in a good, safe and workmanlike manner.
- D18.2 Where in the opinion of the City supervisor or foreman, an operator fails to meet the obligations expressed or implied in this Tender and without limiting the generality of the foregoing, the operator is:
- a) Unqualified, or
 - b) Operating in an unsafe manner, or

- c) Not performing a satisfactory amount of Work, or
- d) Engaged in activity outside the City's interest.

D18.3 The equipment, truck or operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the sole satisfaction of the Contract Administrator.

D19. OPERATOR BEST PRACTICES GUIDELINES

D19.1 All operators of trucks, loaders, street sweepers, water distributors, loaders and sidewalk clearing equipment are required to complete the City of Winnipeg "Best Practices for Spring Clean Up" Online Orientation and have a certificate of completion in possession to present to their Foreman when reporting to work for the City.

D19.2 The City of Winnipeg "Best Practices for Spring Clean Up" is an online orientation that has the objective to educate and increase operator knowledge on how to best perform clean up operations on City right-of-way. The online orientation is a joint venture between the City of Winnipeg Streets Maintenance Division and the Heavy Equipment & Aggregate Trucker Association (HEAT).

D19.3 Access to this course can be purchased on HEAT's training website, www.heatlearningportal.ca. Cost to complete the course and receive a certificate is \$40.00 plus GST. HEAT members can contact the association to access a discounted price of \$25.00 plus GST. Businesses who purchase courses as a "company" will have the ability to assign a group leader who can buy, view and assign courses to their employees.

D19.4 The cost per registration spot shall be borne by the Bidder. Certificates are Valid for two years. If you need assistance with, or have questions about the course, please reach out to the HEAT office at 204-809-0142 or email admin@heatlearningportal.ca

D20. SUSPENSION AND REMOVAL FROM CALL-OUT LISTS

D20.1 Suspension from the Call-Out lists may be made by the Contract Administrator, at his sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the Contract.

D20.2 Further to C18 and D17.1 to D17.4, other deficiencies that will result in a Contractor being suspended or removed from the Call-Out lists shall include, but shall not be limited to:

- (a) Failure to supply equipment/trucks on two separate phone calls and or equipment/trucks found working elsewhere;
- (b) Failure to supply an Operator/Driver with the appropriate driver's license for said piece of equipment/truck;
- (c) Equipment/truck mechanical condition;
- (d) Operator's attitude, ability or actions;
- (e) Failure to report to an assigned work site;
- (f) Failure to report to the work site at the assigned time;
- (g) Working without being assigned by the Equipment Co-ordinator;
- (h) Failure to bring equipment in for inspection, when requested to do so;
- (i) Failure to properly complete Work Tickets;
- (j) Low productivity (at sole determination of the City Foreman or Supervisor);
- (k) Failure to report to the City of Winnipeg Claims Branch as required in D15;
- (l) Failure to co-operate with the Claims Investigator as required in D15;
- (m) Failure to settle any claim as required in D15;

- (n) Failure to provide the Equipment Coordinator of the Street Maintenance Division with evidence of insurance as required in D10;
- (o) Failure to supply or provide safety attire to their employees as established by the city;
- (p) Equipment/trucks fail to meet visibility and lighting standards;
- (q) Engaged in activities outside of the City's interest.

D20.3 After suspension, the Contractor will be requested to explain the circumstances that caused the suspension. The Contract Administrator at his discretion, may request that (but not limited to):

- (a) The operator be evaluated by City staff;
- (b) The equipment and/or truck be repaired and inspected after repair; and/or
- (c) The equipment, truck and/or operator be monitored in the field.

D20.4 There will be no financial compensation for suspension or removal from the call out list.

D21. OWNERS OF EQUIPMENT, TRUCKS AND THEIR EMPLOYEES

D21.1 The Contractor, owner, owner/operator and/or operator of the equipment supplied under this Tender shall be considered an independent contractor who will work under the direction of a City employee and it is acknowledged and agreed that such person shall be a servant of the owner of the equipment or trucks and shall not be considered an employee of the City of Winnipeg.

D22. SAFETY REQUIREMENT

D22.1 Without limiting the following, all trucks and equipment must meet, or exceed, any applicable requirements including, but not limited to: Federal Acts and Regulations, the Manitoba Highway Traffic Act, The Workplace Safety and Health Act and Regulations, applicable standards (CSA, ANSI, etc.), and any applicable By-Laws, Policies, Directives, or Procedures, etc. of the City of Winnipeg.

D22.2 Each crawler tractor/dozer working at a snow dump shall be equipped with an R.O.P.S. cab or canopy.

D22.3 D19.7 All crawler tractors/dozers used at snow dumps must be equipped with at least one oscillating or strobe amber beacon

D22.4 All equipment and trucks must comply with their applicable Specifications and safety requirements. If the equipment and/or trucks are found not to be in compliance with these requirements, Work will be immediately stopped, and the equipment in question not used until such time that the equipment meets the applicable requirement(s). Repeated infractions may result in the equipment being withdrawn from the equipment list at the discretion of the Contract Administrator.

D22.5 No person under the age of 18 may operate hired equipment or trucks for The City of Winnipeg.

D22.6 All equipment shall be equipped with lighting to meet or exceed the requirements of the Public Works Department Equipment Lighting Visibility Standard as per Appendix C and regulations passed there under. Dump trucks, dump trailers or trucks mounted with other apparatus, to be equipped with strobe or revolving beacon.

D22.7 All equipment and truck Bid in this Tender shall be equipped with an operating back-up alarm.

D22.8 Contractors (and their employees) hired by the City shall familiarize themselves with and abide by any and all requirements, with regard to personal protective equipment and all standards pertinent to the supply and safe operation of equipment, as required by any and all applicable Federal, Provincial and Civic By-Laws, Acts, orders and regulation in force at the time this Tender is accepted, or which may subsequently be enacted.

- D22.9 Without limiting the foregoing, all operators shall have and use appropriate safety head wear, footwear, safety vests and hearing protection, and must abide by the manual of temporary traffic control of the City of Winnipeg, at all times. Additional personal protective equipment is required when working during periods of low visibility, with the minimum standard being CSA class 3 safety apparel. Reflectorized wrist and ankle cuff bands can be used to meet this requirement.
- D22.10 All equipment working or which travels under 40 km per hour must have a safety triangle mounted at rear of their piece of equipment or truck.
- D22.11 Any infraction or disregard of the safety rules will not be tolerated. The City has the right to investigate and remove operators who do not comply with the safety rules and regulations. Depending on the severity and frequency of the infraction(s), the Contract Administrator may remove the Contractor from the Call-Out list on an interim basis or for the balance of the terms of the Tender and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.

D23. EQUIPMENT IDENTIFICATION

- D23.1 All equipment and trucks hired by the City via this Tender must be clearly labelled indicating Contractor's name and unit number as indicated in their Bid Submission.
- D23.2 Letters and number used for identification purposes must be a minimum of four inches (4"), ten millimetres (10 mm) in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. Equipment or trucks will not be allowed to work until it is properly identified.
- D23.3 It is absolutely imperative that unit numbers on equipment and trucks and indicated on Work Tickets (outlined in E11) exactly match those numbers listed on Form B: Prices Bid Submissions. Failure to do so will result in computer rejection of the timekeeping entry associated with a piece of equipment or truck number referenced in error, and an associated delay in payment.

D24. WORK TICKETS

- D24.1 The Contractor and/or the Contractor's employees operating hired equipment for the City shall complete Work Tickets, supplied by the City, at the end of each Work shift or when Work is completed or otherwise terminated. Work Tickets must be completed so as to indicate date, location of Work, Contractor's name, supplier number, license number if applicable, equipment unit number, plus city issued number, description of equipment, start and finish time using 24 hour clock, operating hours, operator's signature and operator's printed name. The Work Tickets must be signed by the project Foreman or designate and shall be distributed as indicated on the bottom left corner of the ticket.
- D24.2 Failure to properly complete the above-mentioned Work Tickets will result in delay of payment for the Work detailed, until such time as the ticket is corrected and re-submitted.
- D24.3 Continued failure to properly complete Work Tickets may result in the Contractor's equipment being moved to the bottom of applicable hiring list or suspension from that list.

D25. SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY

- D25.1 In the event equipment or trucks as quoted are not available when called, due to breakdown or other circumstances resulting in short-term non-availability of the equipment, the City may allow substitution of such equipment providing:
- (a) The substitute equipment or trucks are, in the opinion of the Contract Administrator, at least equal in all respects to the equipment for which it is being substituted, and is owned by the Contractor; and

- (b) The substitution will be allowed up to a maximum of one week. If in a period of 90 working days the quoted piece of equipment is not available on two separate occasions the unit may be deemed unreliable and may be removed from the Call-Out list.

- D25.2 The total number of units (within a class) from a Contractor working for the City shall not, due to such substitutions, exceed the total number of units originally quoted by that Bidder.
- D25.3 All substitutions must be approved by the Equipment Dispatch Office of the Streets Maintenance Division prior to such equipment commencing work, and will be compensated at the same price as the equipment it is replacing.
- D25.4 If the Contractor sells or otherwise disposes of a piece of equipment or truck detailed on the Call-Out list, he will be allowed to replace that piece of equipment providing the replacement is, in the opinion of the Contract Administrator, at least equal in all respects to the equipment it is replacing and provided the piece of equipment being replaced has worked under the terms of and as a result of this Tender, for a minimum of five (5) working days in the current construction season.
- D25.5 All requests to allow replacement of quoted equipment which has been disposed of shall be submitted in writing to:
Jean-Luc Lambert
Contract Administrator
Streets Maintenance Division
104 – 1155 Pacific Avenue
Winnipeg, MB R3E 3P1
- D25.6 If a piece of equipment or truck on the hiring list is used to replace another piece of equipment which is also listed, but has been disposed of, the original position of the replacement piece of equipment or truck will be forfeited in making the replacement.
- D25.7 The forfeited position is subject to review, at the written request of the Contractor affected, by the Contract Administrator. The decision resulting from the review by the Contract Administrator shall be final.
- D25.8 If a substitute or replacement piece of equipment would, by virtue of its specifications, normally be listed in an equipment class larger than that in which the equipment it is replacing was listed, the substitute or replacement equipment shall be listed in and hired from the same class and position, including price as the unit it is replacing, as though no substitution or replacement had occurred.
- D25.9 Similarly, should a piece of equipment of at least like-size, not negatively affected by the equipment age provision B17.4, be substituted for or replace a piece of equipment which is negatively affected by the age provision, the substitute or replacement shall be listed in the same position, including price as that which it is replacing.
- D25.10 The Contract Administrator reserves the right, at any time, at his discretion, to ask for proof that a unit quoted is in fact owned or leased by the Contractor. This proof may be by means of physical inspection of the equipment or by submission of documentation as deemed appropriate by the City.
- D25.11 In the event such proof is not produced, the equipment in question may be removed from the Call-Out list.

D26. REPLACEMENT OF EQUIPMENT AFTER BREAKDOWN

- D26.1 In the event of equipment breakdown, the Contract Administrator or his designate may allow two (2) hours of uncompensated time to repair or substitute the piece of equipment. If the piece of equipment is not repaired or substituted within the allotted time, the Contract Administrator will call out the next available piece of equipment from the Call-Out list as a replacement.

- (a) The replacement will remain in effect for the remainder of the shift that it was called out for.

D27. WITHDRAWAL OF EQUIPMENT OR TRUCKS PRIOR TO LAYOFF

- D27.1 Should a piece of equipment or truck **not be supplied after two separate call outs** or be withdrawn from operation prior to layoff without permission of the City, no further attempt shall be made by the City to employ equipment from the Contractor involved until an explanation indicating a delay beyond the reasonable control of the contractor has been provided in writing by the Contractor.
- D27.2 If the aforesaid written explanation indicates that the withdrawal is for a reason beyond the control of the contractor, the City may, but shall not be obliged to, rehire the Contractor's equipment.

D28. RE-ARRANGEMENT ("BUMPING") OF HIRED EQUIPMENT AND TRUCKS

- D28.1 In the event that re-arrangement or bumping of hired equipment and trucks is required in order to maintain proper order in accordance with a particular hiring list, such re-arrangements shall be made for the first starting hour of the shift on the first Monday of each week except where, in the opinion of the Contract Administrator, such rearrangement would not be in the best interest of the City. Sunday night start is considered Monday first shift.
- D28.2 Equipment or trucks which show a history of not reporting for Work with two Call-Outs breakdowns and/or being substituted for, will be placed at the bottom of the Call-Out list for the balance of the terms of this Tender as referred in Provision D23 for the Tender.

D29. CONTRACTOR'S OFFICE AND PHONE NUMBERS

- D29.1 Each Contractor shall provide and maintain a valid 24-hour Call-Out telephone number with a person answering. If the person answering cannot give a firm commitment, the City will consider that the equipment and/or dump trailers are not available and will go to the next on the list.
- D29.2 All equipment operators and truck drivers must have a cell phone. Numbers are to be left with Area Foreman upon reporting for Work.

D30. SPECIALIZED EQUIPMENT, TRUCKS AND DUMP TRUCKS

- D30.1 Equipment, trucks and dump trucks of a specialized nature or possessing specialized attachments, within a class, may be hired before a unit within the same class with a lower quoted rate, provided such use is deemed beneficial to a given project by the Contract Administrator.

D31. PAYMENT FOR RIPPERS AND LOW BED TRAILERS

- D31.1 Payment for frost rippers and low bed trailers shall be at the following rate:
- (a) Frost Ripper: used with backhoes in (Class Code C) \$3.25 per actual hour used.
 - (b) Frost Ripper: used with excavators in (Class Code D and E) \$6.00 per actual hour used.
 - (c) Frost Ripper: used with crawler excavators in (Class H and I) \$6.00 per hour for entire shift when specifically requested.
 - (d) Low bed moves for class H1-H3 and I1-I4 are \$225.00 per move.
 - (e) Low bed moves for class E1, E2, H4-H9 and I5-I9 are \$288.00 per move.
 - (f) Low bed moves for class E3 are \$195.00 per move.
 - (g) Equipment being transported by low bed will not be paid while in transit. Unless otherwise approved by the Contract Administrator, the low bed trailer rates will not apply where:

- (i) Due to but not limited to, equipment breakdown, a piece of equipment has to be transported from the job site prior to lay off or is not available to continue working, and is substituted by or replaced with another piece of equipment from the same equipment supplier, no payment will be made for a low bed trailer used for transporting to the job site the substitute or replacement piece of equipment. Likewise, for a low bed trailer used for transporting from the job site, both the original piece of equipment working and the substitute or replacement piece of equipment, payment will be made for one move only.

D32. RATE ADJUSTMENTS – FUEL COSTS

- D32.1 The Contract Administrator, at his discretion, may adjust upwards or downwards, the rates quoted for equipment and dump trailer included in this Contract, considering an increase or The City of Winnipeg Supplemental Conditions Tender No. 546-2022 Page 14 of 19 Template Version: eServices 2022 03 23 decrease in fuel prices exceeding three (3) percent, based on Natural Resources Canada Weekly Average Retail Prices for Fuel at the start of each month for the term of the Contract. Any rate adjustment shall only reflect that portion of fuel price increases or decreases in excess of the three (3) percent outlined above. Any adjustment shall be effective on the first of each month during the term of the Contract and will not be retroactive.
- D32.2 The hourly rate adjustments shall be based on the average hourly fuel consumption, based upon manufacturers' published specifications, averaged per equipment or dump trailer class, as calculated by the Contract Administrator, whose decision shall be final and binding.

D33. CLAIMS

- D33.1 In the event that the City errs in the slotting and/or the calling out of equipment and/or trucks the Contractor shall have no claim against the City.
- D33.2 The City of Winnipeg as the "Owner" of the Work, has the right to determine which piece of equipment and/or truck is most appropriate for any given Work.

D34. DUPLICATION OF MAKE, MODEL AND SERIAL NUMBER

- D34.1 If two or more Contractors Bid the identical machine, the Contract Administrator shall determine which bid, if any, he shall accept. If one of the Bids is accepted for that equipment, all other Bids shall be rejected.
- D34.2 If a Contractor uses a machine that was not Bid by the Contractor, the Contract Administrator shall take whatever considered appropriate action, including but not limited to, suspending all equipment quoted by the Contractor.
- D34.3 Make, Model, Unit, and Serial Number to match all equipment and a copy of the vehicle registration must be submitted to match serial plate numbers for trucks before any hiring will be done.

D35. EQUIPMENT COORDINATOR

- D35.1 The Equipment Coordinator of the Streets Maintenance Division is responsible for controlling and administering the day-to-day operation of the system for hiring construction equipment and trucks. The Equipment Coordinator performs the following major functions:
 - (a) Hiring and assignment of all construction season equipment and trucks;
 - (b) Re-assignment of equipment and trucks;
 - (c) Maintenance of Call-Out lists;
 - (d) Maintenance of records with respect to hired equipment; and
 - (e) Scrutiny of equipment and concerns.

D36. RESPECTFUL WORKPLACE

- D36.1 The City is committed to implementing and enforcing the Respectful Workplace Administrative Directive, which was approved by the Chief Administrative Officer in February 2002. The City recognizes its responsibility to build and maintain a respectful workplace where all employees enjoy an environment free of behaviours such as unlawful discrimination, harassment, disruptive workplace conflict, disrespectful behaviour and violence in the workplace. Harassment based on race, national or ethnic origin, colour, religion, age, sex, marital status, physical or mental disability, and/or sexual orientation is prohibited.
- D36.2 The City recognizes that disruptive workplace conflicts and disrespectful behaviour can jeopardize an individual's dignity and well-being and/or undermine Work relationships and productivity. The City commits to providing a workplace upon the principle of fair and respectful treatment in order to minimize these conflicts.
- D36.3 In pursuance with the principles of the Directive, the Contractor shall fully comply with the Respective Workplace Administrative Directive and ensure that all persons he employs or retains to perform Work pursuant to the terms of this Tender comply with the Directive and behaves respectfully to both members of the public and to employees of the City, failing which the City has the right to investigate and instruct the Contractor to replace any person not behaving respectfully, upon written notice to the Contractor, and the Contractor shall comply with the instruction. The Contractor shall not re-employ or re-retain any person that the City has instructed him to replace for the purpose of performing any other or further Work on this Tender.
- D36.4 Should a subsequent situation with respect to lack respectful behaviour occur, the Contract Administrator may remove the Contractor from the Call-Out list on an interim basis or for the balance of the terms of the Tender and may recommend to the Chief Administrative Officer that the Contractor be debarred and suspended in accordance with the Materials Management Policy.

D37. WATER AND SEWER EXCAVATION WORK

- D37.1 The City will only engage excavation contractors to undertake water and sewer excavations that are registered with the Workplace Safety and Health Division, of the Department of Labour, Province of Manitoba. Workplace Safety and Health Act 210, Manitoba Regulation 189/85, Section 107(1). To become registered, phone 945-6848.

D38. DRIVER'S LICENSE FOR HIRED HOURLY TRUCK AND EQUIPMENT

- D38.1 The City requires that all Owner's and Contractor's ensure all Drivers and Operators have the appropriate driver's license for all Hired Hourly Trucks and Equipment supplied to the City.

D39. BASIS FOR HIRING AND LAYOFF

- D39.1 Trucks and equipment in each class will be hired and laid off on the basis of the quoted hourly rental rate (i.e. the equipment or truck with the lowest quoted hourly rental rate in each class will be hired first and laid off last, subject to the other provision of this Specification).
- D39.2 Orders pertaining to the hiring and laying off trucks and equipment issued by the Equipment Dispatch Office of the Streets Maintenance Division shall supersede any orders which may have been issued by a Supervisor, Foreman or other official of a User group.

D40. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D40.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to 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:

- D40.2 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)
- D40.3 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).
- D40.4 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).
- D40.5 Any other information requested by the Contract Administrator.
- D40.6 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.

WARRANTY

D41. WARRANTY

- D41.1 Notwithstanding C13, Warranty does not apply to this Contract

DISPUTE RESOLUTION

D42. DISPUTE RESOLUTION

- D42.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D42.
- D42.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D42.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D42.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;

(iii) Department Head.

- D42.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D42.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D42.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D42.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D42.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

MEASUREMENT AND PAYMENT

D43. PAYMENT SCHEDULE

- D43.1 Payment for hourly hired equipment and trucks shall be processed through City of Winnipeg Hired Hourly Payment System. Payment shall be made bi-weekly subject to, but not limited to, proper documentation of Work Tickets by the Contractor, the Call-Out system being used and the correct equipment or trucks responding to Call-Out. All payments are subject to the approval of the Contract Administrator.

D44. PAYMENT

- D44.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

THIRD PARTY AGREEMENTS

D45. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D45.1 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.
- D45.2 Further to D45.1, in the event that the obligations in D45 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.
- D45.3 For the purposes of D45:
- (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.
- D45.4 Modified Insurance Requirements

- D45.4.1 Where applicable, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D45.4.2 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.
- D45.4.3 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.
- D45.4.4 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.
- D45.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D45.5 Indemnification By Contractor
- D45.5.1 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.
- D45.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D45.6 Records Retention and Audits
- D45.6.1 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.
- D45.6.2 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 D45.6.1 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.

D45.7 Other Obligations

- D45.7.1 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.
- D45.7.2 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.
- D45.7.3 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.
- D45.7.4 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.
- D45.7.5 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.
- D45.7.6 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.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. EQUIPMENT AND TRUCK CLASS GROUPINGS

E2.1 Dump Trucks class codes and minimum specifications as described in the table below.

Dump Trucks Class Codes			
Minimum Specifications	A1	A4	A7
	Single Axle Dump Truck	Tandem Axle Dump Truck	Semi-Trailer Truck
GVW	10,866 kg (24,000 lbs)	21,318 kg (47,000 lbs)	36,287 kg (80,000 lbs)
<u>Box Size</u>			
Length	3.05 meters (10')	3.70 meters (13')	6.09 meters (20')
Width	2.25 meters (7'3")	2.25 meters (7'3")	2.25 meters (7'3")
<u>Height</u>			
Sides	46 cm (18")	77 cm (30")	92 cm (36")
Sides w/ Planks	77 cm (30")	92 cm (36")	122 cm (48")
Hinge	77 cm (30")	107 cm (42")	138 cm (54")
Front	102 cm (40")	117 cm (46")	122 cm (48")

E2.1.1 Single Axle and Tandem Axle Dump Trucks these trucks may be required to be equipped with the following:

- (a) Light and brake hook-up to facilitate City of Winnipeg trailer hook-ups.
- (b) Combination pintle/ball trailer hitch
 - (i) Must be .76 meters (2'6") from ground to top of pintle hitch.
 - (ii) Must be .30 meters (1') clearance bottom of box to pintle hitch.
 - (iii) Set back no more than .45 meters (1'6") from end of box to pintle hitch.

E2.2 Rubber-Tired Backhoe Loaders class codes and minimum specifications as described in the table below.

E2.2.1 Rubber-Tired Backhoe Loaders have bucket attachment only. No other attachments considered.

E2.2.2 Rubber-Tired Backhoe Loaders are used in underground work and evidence of insurance as stated in D10 must be provided.

Rubber-Tired Backhoe Loader Class Code		
C2	C3	C4
50-80 Net H.P. 16'+ Over Depth Rubber Tired Backhoe With Extend-A-Hoe	81-99 Net H.P. 16'+ Over Depth Rubber Tired Backhoe	100+ Net H.P. 17'+ Over Depth Rubber Tired Backhoe
Case 580 D, E, K, L Case 580 SK, SL, SM	Case 590 SL Case 680 K, L	Case 590 SM Case 780
CAT 416 CAT 426	420 D, E CAT 426B, C, IT CAT 428B CAT 436	CAT 446 CAT 430E
John Deere 310 C, D, SE John Deere 410 C	310 SG John Deere 410 D, G John Deere 510 C, D John Deere 610 C	John Deere 710 B, C
Ford 555 B, C, D Ford 655 A, C, D	NEW HOLLAND 575 E	Ford 755B
---	JCB 214, 214S JCB 215S JCB 217, 217S JCB 1400B	---

E2.3 Hydraulic Excavators class codes and minimum specifications as described below:

- (a) D1 Rubber-Tired (Truck-Type) Carrier-Mounted
Minimum reach 17 ft.
Must be equipped with remote travel control
- (b) D2 Rubber-Tired Single Engine – 4 Wheel-Drive (Drott 40 Cruz-Air Type)
Minimum reach 17 ft.

E2.4 Hydraulic Excavator Tracked class codes and minimum specifications as described below:

- (a) E1 Minimum rated bucket capacity 1 ¼ cu. yd.
Minimum operating weight 49,600 lbs.
Minimum reach 18 ft 6 in. with 8 ft. level bottom
- (b) E2 Minimum rated bucket capacity 2 cu. yd.
Minimum operating weight 74,900 lbs.
Minimum reach 23 ft 4 in. with 8 ft. level bottom
- (c) E3 Weight under 45,000 lbs. List weight on construction bid sheet
Minimum reach 18'
Minimum digging depth of 16'

E3. STREET SWEEPERS

- E3.1 All street sweepers must be able to contain water supply with no leakage, and all water spray systems must work properly, and broom pattern must meet City of Winnipeg standards or unit will not be allowed to work.
- E3.2 The Contract Administrator shall be the sole judge as to when spring cleanup is completed.
- E3.3 Street Sweeping – Spring Cleanup work class code utilization as described below:
- (a) Class F5 and F7 double gutter broom high dump street sweepers
- E3.4 Street Sweeping – Regular work class code utilization as described below:
- (a) Class F5 and F7, double gutter broom high dump street sweepers
- E3.5 Street Sweeping – Construction work class code utilization as described below:
- (a) Class F5 and F7, double gutter broom high dump street sweepers;
 - (b) Street sweeping during construction work comprises of all types of granular material and some rough road surfaces. Units Bid must have hydraulic down pressure on pick up broom in order to keep a constant ground pressure, plus no restrictions to prevent lowering back pick-up brooms;
- E3.6 Street Sweeper class codes and minimum specifications as described below:
- (a) F5 4 Wheel Truck Type (EAGLE TYPE) Double Gutter Broom High Dump:
 - (i) must have independent motor to drive brooms and conveyor;
 - (ii) Minimum 3 cu. yd. capacity
 - (iii) Minimum 10 ft. sweeping width
 - (iv) Minimum 4 ft. 6 in. pick up broom width
 - (b) F7 Hydrostatic Drive Double Gutter Broom 3-Wheel High Dump:
 - (i) Minimum 3 cu. yd. capacity;
 - (ii) Minimum 10 ft. sweeping width;
 - (iii) Minimum 4 ft. 6 in. pick up broom width;
- E3.7 Sidewalk Sweepers class codes and minimum specifications as described below:
- (a) G3 Minimum 35 Horsepower/Minimum Sweeping width 48"/Hi-Dump Model;
 - (b) G5 Minimum 55 Horsepower/Minimum Sweeping width 60"/Hi-Dump Model;
- E3.7.1 Rates quoted shall be inclusive of:
- (ii) Suitable means of transporting sweeper(s) to job sites.
 - (iii) Ramps or other suitable devices for climbing curbs when required.
- E3.8 Boulevard Sweepers (Class Code G7) minimum specifications as described below:
- (a) Agriculture type tractor hydro static drive minimum 32 horsepower. Rear sweeper broom. Minimum 6' (feet) sweeper broom;
 - (b) Will be required to work in close proximity to buildings, trees and sign poles thus tractors can be no more than 6' (feet) wide maximum;
 - (c) Must meet safety specs in E9;
 - (d) Back broom must be minimum 6' (feet) wide;
 - (e) Must be hydraulic controlled to angle left or right from operators seat;

E4. OTHER EQUIPMENT

- E4.1 Crawler Loaders class codes and minimum specifications as described below:

- (a) H1 Less than 70.0 Drawbar Horsepower
- (b) H2 70.0 to 88.9 Drawbar Horsepower
- (c) H3 89.0 to 117.9 Drawbar Horsepower
- (d) H4 118.0 to 142.9 Drawbar Horsepower
- (e) H5 143.0 to 174.9 Drawbar Horsepower
- (f) H6 175.0 to 209.9 Drawbar Horsepower
- (g) H7 210.0 to 249.9 Drawbar Horsepower
- (h) H8 250.0 to 294.9 Drawbar Horsepower
- (i) H9 295.0 & over Drawbar Horsepower

E4.1.1 All crawler tractors shall be equipped with R.O.P.S. cab or canopy and back up alarms, and equipped with an amber oscillating or strobe beacon.

E4.2 Crawler Tractor/Dozer as noted in the class codes below:

- (a) I6S
 - (i) Minimum operating weight 40,000lbs (18,143kg)
 - (ii) Minimum net horsepower 175
 - (iii) Minimum straight blade width 11' (3.35m)
 - (iv) Minimum track pad width 26" (660mm)
- (b) I8S
 - (i) Minimum operating weight 65,000lbs (29,483kg)
 - (ii) Minimum net horsepower 265
 - (iii) Minimum straight blade width 13' (3.96m)
 - (iv) Minimum track pad width 26" (660mm)

E4.2.1 All Crawler Tractor/Dozers shall be equipped with R.O.P.S. cab or canopy and back up alarms as well as an amber oscillating strobe beacon.

E4.3 Rubber-Tired Front End Loaders class codes and minimum specifications as described below:

- a) J2 Rubber-Tired – 4-Wheel Loader

SAE Net Horsepower	Minimum 75 H.P.
Operating Weight	15,000 lbs. – 21,000 lbs.
Bucket Size	1 ½ - 2 ¼ cu. yd.
- b) J3 Rubber-Tired – 4-Wheel Loader

SAE Net Horsepower	Minimum 100 H.P.
Operating Weight	21,000 lbs. – 30,500 lbs.
Bucket Size	2 ¼ - 3 cu. yd.
- c) J5 Rubber-Tired – 4-Wheel Loader

SAE Net Horsepower	Minimum 150 H.P.
Operating Weight	30,500 lbs. – 42,500 lbs.
Minimum Bucket Width	8'9" (2.7m)
- d) J6 Rubber-Tired – 4-Wheel Loader

SAE Net Horsepower	Minimum 200 H.P.
Operating Weight	42,500 lbs. – 45,000 lbs.
Bucket Size	4 ¼ & over cu. yd.
- e) J7 Rubber-Tired – 4-Wheel Loader

SAE Net Horsepower	Minimum 250 H.P.
Operating Weight	45,000 lbs. – 52,500 lbs.
Bucket Size	5 cu. yd. & over

f) J8	Rubber-Tired – 4-Wheel Loader	
	SAE Net Horsepower	Minimum 325 H.P.
	Operating Weight	52,500 lbs. & over (23,813 kg & over)
	Bucket Size	6 cu. yd. & over

E4.3.1 All units quoted that are assigned Work in a pit or quarry type operation must have an SAE approved ROPS cab or canopy, and have back-up alarms.

E4.4 Motor Graders class codes and minimum specifications as described below:

- (a) K3 Minimum 125 Flywheel Horsepower
- (b) K4 Minimum 140 Flywheel Horsepower
- (c) K5 Minimum 160 Flywheel Horsepower
- (d) K6 180+ Horsepower

E4.5 Truck/Air Compressor Combination (Class Code L1) minimum specifications as described below:

- (a) The combination unit will be utilized in joint sealing operation on City streets and lanes, and other areas as directed. The purpose of this unit is to:
 - (i) Provide compressed air for City crews engaged in cleaning pavement joints and cracks prior to sealing;
 - (ii) To transport (by means of towing) a joint sealing machine to job locations as directed; and
 - (iii) To transport pails/drums of joint sealing compound to job locations as directed.
- (b) Air Compressor shall be:
 - (i) Deck or box mounted to a suitably-sized truck;
 - (ii) Minimum 125 CFM and capable of continuous duty. Air supply must be oil free and equipped with a moisture separator. Air supply shall be routed to the front, centre, of the carrier truck in a manner that the air supply is easily accessible; and
 - (iii) Air hose/pipe shall be equipped with “Thor” type couplings.
- (c) Truck shall be:
 - (i) Have a gross vehicle rating capable of carrying a minimum 125 CFM air compressor (approximate weight 3500 lb/1590 kg), twenty-five (25) – 50 lb/23 kg pails of joint sealing compound, two (2) – 100 lb/46 kg propane tanks, trailer tongue weight of approximately 200 lb/91 kg and two City of Winnipeg personnel;
 - (ii) The deck shall have brackets to secure propane tanks in an upright position;
 - (iii) The deck shall be of a size to accommodate, in addition to the above mentioned compressor, up to twenty-five (25) - 50 lb/23 kg pails of joint sealing compound. Dimension of pails approximately 12 in diameter by 18 inch height. Height of deck shall be approximately 44 inch from ground level;
 - (iv) Adequate sides and tailgate or other suitable means of containing the aforementioned pails shall be provided. If the compressor is mounted in a location on the deck that restricts rear loading of the above mentioned pails, truck sides shall be easily lowered or removable to facilitate easy loading;
 - (v) Equipped with a rear-mounted pintle hitch capable of towing a trailer mounted joint sealing machine weighing approximately 6500 lb/2950 kg;
 - (vi) The hitch shall be mounted at a height of 24 inch from ground level; and
 - (vii) Equipped with a female trailer electrical connector compatible with City of Winnipeg male connectors. Should the truck be equipped with a voltage higher than the 12 volt system used by the City, the truck owner will be responsible for all costs incurred to make both systems compatible. This must also allow for using different City joint sealer machines.

- E4.6 Rubber-Tired Backhoe/Loader Hydraulic Pavement Breaker (Hoe-Mounted) (Class Code M1) minimum specifications as described below:
- (a) A Rubber-Tired Backhoe must be bid with one rate as an M1 and the breaker must be bid with one rate as an M1A. The two rates will be combined according to formula in paragraph B16.6;
 - (b) The above combination to be utilized for breaking pavement and/or frost on City of Winnipeg construction sites as directed;
 - (c) Backhoe shall be:
 - (i) A minimum C2 size for the M1 category;
 - (ii) The hydraulic pump output shall be of sufficient volume and pressure to operate the attached breaker at the optimum performance level as specified by the manufacturer of the breaker; and
 - (iii) The hydraulic supply (hoses) to the breaker shall be fitted with “quick” coupler to facilitate easy bucket/breaker changeover.
 - (d) Pavement-Breaker shall be:
 - (i) Have a minimum rating of 700 ft-lbf impact energy, and 600 blows per minute; and
 - (ii) Pin-mounted to the backhoe and equipped with hydraulic “quick” couplers and be capable of rotating 90 degrees to the left and right of centre.
 - (e) All waiting time for this class shall be paid at the backhoe rate.
- E4.7 Rubber-Tired Loader/Backhoe Hydraulic Pavement Breaker (Class Code M2) minimum specifications as described below:
- (a) Backhoe:
 - (i) Hydraulic pump output shall be of sufficient volume and pressure to operate the attached breaker at the optimum performance level as specified by the manufacturer of the breaker; and
 - (ii) Hydraulic supply (hoses) to breaker shall be fitted with “quick” couplers to facilitate easy bucket/breaker changeover.
 - (b) Pavement-Breaker:
 - (i) The breaker shall be pinmounted to the backhoe and equipped with hydraulic “quick” couplers; and
 - (ii) The breaker shall have a minimum rating of 1300 ft-lbf impact energy and 550 blows per minute.
- E4.8 Excavator Hydraulic Breaker (Class Code M3) minimum specifications as described below:
- (a) Excavator
 - (i) Hydraulic pump output shall be of sufficient volume and pressure to operate the attached breaker at the optimum performance level as specified by the manufacturer of the breaker.
 - (b) Pavement-Breaker
 - (i) The breaker shall be pin mounted to the excavator. The breaker shall have a minimum rating of 2000 ft./lbs. and 450 blows/min.
- E4.9 Skid Steer Loaders as noted by the class code below:
- (a) All units in J11S class shall have truck and trailer to move them included in hourly price quoted. No road travel except for short distances.
 - (b) J11S Skid Steer Loader
 - (i) Minimum horsepower is 50 hp
 - (ii) Bucket width is minimum 60”
 - (iii) List attachments and prices

E4.10 Rubber Tired Trackless Tractors

E4.10.1 As noted by the class code and specifications below:

- (a) J15 Rubber Tired Trackless Tractor With Angle Broom
 - (i) Minimum horsepower 70HP
 - (ii) Minimum broom width 60 inches
 - (iii) Broom must be capable of angling both left and right

E4.11 Hi-Pressure Sewer Cleaner and Closed Circuit Television Equipment With Flushing/Cleaning Equipment (Class Code N1 and N2).

E4.11.1 The equipment shall provide for:

- (a) The cleaning of sewers with high pressure water jet equipment; and
- (b) Television inspection of sewers and associated documentation. In the event that sewer debris is impeding the ability to properly televise the sewer, the company hired to do the televising shall be given the option of the cleaning/flushing the sewer even if is cheaper for cleaning from a N1 Bid. It is not feasible to call out another contractor just for cleaning and then call the television equipment back.

E4.11.2 Hi-Pressure Sewer Cleaning Equipment (Class Code N1) minimum specifications as described below:

- (a) Shall provide a minimum operating pressure of 900 psi. Pressure shall be variable upwards, but not to exceed 1600 psi. If requested, any material loosened from the sewer shall be removed and hauled to an approved disposal site by the Contractor. Subject to supplementary regulation, including but not limited to back flow preventing, water required for the cleaning operation may be obtained from a designated City water hydrant at no charge. Clearance for designated hydrant must first be arranged with Water Works Department.

E4.11.3 Closed Circuit Television (Class Code N2) minimum specifications as described below:

- (a) Shall provide a television image of the interior of designated sewers for observation by a City representative on site. The image shall be sufficiently clear so that the condition of the sewer and appurtenances can be determined and assessed;
- (b) Shall provide, when requested, photographs of all locations as specified by a City representative;
- (c) Shall provide written reports, suitable to the City representative as to form and detail;
- (d) Measurements shall be provided in feet and/or metres as requested, and to be accurate to plus or minus 2 ft (0.6 m);
- (e) Shall provide complete videotapes of all sewers inspected; tapes shall become the property of the City. Tapes must be compatible with the VHS format of video reproduction; and
- (f) The Contractor shall be responsible for providing proper signing and barricades as defined in the current edition of the Manual of Temporary Traffic Control in work areas on City streets and shall comply with all applicable By-laws and Regulations.

E4.12 Catch Basin Cleaner (Class Code N3) minimum specifications as described below:

- (a) Shall provide for the cleaning of debris from catch basins, catch basin connections from the curb inlet box, culverts, manholes, water valve boxes and valve pits, and any other related Work as may be required;
- (b) Shall provide sufficient length of hose and attachments, and have the capability of drawing up debris from manhole depths of up to twenty feet;
- (c) Shall provide a minimum debris storage capacity of thirteen cubic yard. Collected debris material will be disposed of as directed by the City Supervisor, Foreman, or other official of a user group; and

- (d) The Contractor shall be responsible for providing proper signing and barricades as defined in the current edition of the Manual of Temporary Traffic Control in work areas on City streets and shall comply with all applicable By-laws and Regulations.

E4.13 Trailer Mounted Hydro Vac Units with Dump Trucks (Class N3HD) minimum specifications as described below:

- (a) The Contractor shall provide the following items on the N3HD Hydro Vac Units
 - (i) Neoprene on suction nozzle;
 - (ii) 100 feet of suction hose;
 - (iii) Lance to have isolating tip
 - (iv) 120 degree Water Temperature on Lance;
 - (v) 2500 psi on Lance,
 - (vi) 15 inches HG Vacuum;
 - (vii) Minimum 1000 CFM of Air Flow;
 - (viii) 500 gallon Water Tank;
 - (ix) 6 cubic yard Spoils Bin;
 - (x) Single axle dump truck
- (b) The crew shall consist of two (2) employees/workers; a minimum of at least one (1) of these employees/workers must be Hydro Vac Hot Dig Operator Qualified through the Manitoba Hydro Contractor Safety Watching Course.

E4.14 Hydro Vac Units (Class N4HD) minimum specifications as described below:

- (a) The Contractor shall provide the following items on the N4HD Hydro Vac Units
 - (i) Neoprene on suction nozzle;
 - (ii) Lance to have isolating tip;
 - (iii) 3000 psi on Lance;
 - (iv) 120 Degree Water Temperature on Lance;
 - (v) Minimum 2750 CFM of Air Flow;
 - (vi) 25 inches HG Vacuum;
 - (vii) 10 cubic yard Spoils Bin;
 - (viii) 1000 gallon Water Tank
- (b) The crew shall consist of two (2) employees/workers; a minimum of at least one (1) of these employees/workers must be Hydro Vac Hot Dig Operator Qualified through the Manitoba Hydro Contractor Safety Watching Course.

E4.15 Water Distributor class codes and minimum specifications as described below:

- (a) The water distributor is fed by gravity or by pump as listed below.
- (b) O1 1500 – 2000 Imperial Gallons Single Axle Water Distributor:
 - (i) O1 Gravity Flow; 1,000 – 2,000 Imperial Gallons;
 - (ii) O1A Pumped through Main Spray Bar; 1,000 – 2,000 Imperial Gallons;
 - (iii) O1B Pumped through 1.5 in x 25 ft hose; 1,000 – 2,000 Imperial Gallons;
 - (iv) O1B2 Pumped through 1.5 in x 25 ft hose; 1,000 – 2,000 Imperial Gallons; the crew shall consist of two (2) employees;
 - (v) O1C Flusher with Adjustable Swivel Heads; 1,000 – 2,000 Imperial Gallons;
- (c) O2 2200 – 3000 Imperial Gallons Tandem Axle Water Distributor:
 - (i) O2 Gravity Flow; 2,200 – 3,000 Imperial Gallons;
 - (ii) O2A Pumped through Main Spray Bar; 2,200 – 3,000 Imperial Gallons;
 - (iii) O2B Pumped through 1.5 in x 25 ft hose; 2,200 – 3,000 Imperial Gallons;
 - (iv) O2B2 Pumped through 1.5 in x 25 ft hose; 2,200 – 3,000 Imperial Gallons; the crew shall consist of two (2) employees;

- (v) O2C Flusher with Adjustable Swivel Heads; 2,200 – 3,000 Imperial Gallons;
- (d) O3 3200 – 4000 Imperial Gallons Trailer Mounted Water Distributor:
 - (i) O3 Gravity Flow; 3,200 – 4,000 Imperial Gallons;
 - (ii) O3A Pumped through Main Spray Bar; 3,200 – 4,000 Imperial Gallons;
 - (iii) O3B Pumped through 1.5" x 25' hose; 3,200 – 4,000 Imperial Gallons;
- E4.15.1 All water distributors must be equipped with an air gap system located on the water supply outlet line as a back flow prevention.
- E4.15.2 All water distributors must also be equipped with a 2 ½" gate valve along with a hydrant wrench.
- E4.15.3 Spray bar must be minimum of 3 inch diameter and holes must be spaced to provide an even coverage and spray must overlap to avoid dry gaps on roadway surface.
- E4.15.4 Spray bar shall be full width of truck with provision to add 2' extension to the right hand side of spray bar (passenger side).
- E4.15.5 Shut off valve shall be controlled from cab.
- E4.16 Roll-Off Trucks (Class Code R1) minimum specifications as described below:
 - (a) Roll-Off Trucks with a hook and winch style body compatible with the ANSI Type H roll-off bins (AKA: deadlift roll-offs). Trucks must be capable of loading and transporting bins with a minimum length of 8.1 m (26' 4") and a minimum 50 yard bin.
- E4.17 SINGLE DRUM VIBRATORY COMPACTORS
 - E4.17.1 As noted by the class codes and specifications below.
 - (a) SDC1 Single Drum Vibratory Compactor, (list drums available smooth/padfoot).
 - (i) Operating Weight 15,000lbs – 20,000lbs
 - (ii) Drum Width 60 inches – 72 inches
 - (iii) Gross Horsepower Minimum 75 HP
 - (b) SDC2 Single Drum Vibratory Compactor, (list drums available smooth/padfoot).
 - (i) Operating Weight 15,000lbs – 20,000lbs
 - (ii) Drum Width 72 inches – 85 inches
 - (iii) Gross Horsepower Minimum 100 HP
- E4.18 BOOM MOWER/AXE
 - E4.18.1 As noted by the class code and specifications below.
 - (a) BM1 Boom Mower. (Supporting unit supplied must be 4WD (four wheel drive) and have adequate weight & horsepower to safely maneuver and operate the boom mower in all conditions).
 - (i) Boom Reach Minimum 22 Feet (please state)
 - (ii) Cutting Capacity Grass, Weeds and Brush Up To 5 Inch Diameter
 - (iii) Cutting Swath Minimum 60 Inches (please state)

PART F - APPENDICES

Appendix A – Work Ticket Sample

CW 3122000 03

CITY OF WINNIPEG PUBLIC WORKS

IF SHIFT WORKED IS NIGHT SHIFT 2 ACTUAL DATES SHOULD BE SHOWN AS INDICATED

EQUIPMENT UNIT NUMBER MODEL & TYPE LIST ALL ATTACHMENTS EG. WING & HRS. WORKED

TO BE COMPLETED BY CITY OF WINNIPEG PERSONNEL

START & FINISH TIMES MUST BE SHOWN USING 24 HOUR CLOCK

COMPANY NAME & SUPPLIER NUMBER

IF OPERATOR'S SIGNATURE IS ILLEGIBLE, NAME MUST BE PRINTED WHERE PROVIDED OR BELOW SIGNATURE

FOREMAN'S NAME MUST BE LEGIBLE

TO BE COMPLETED BY CITY OF WINNIPEG PERSONNEL

DATE: MAY 21-22 / 2002

WORK ORDER NO. / ACCOUNT NO. / TASK NO.

LOCATION OF WORK: PORTAGE AND MAIN

EQUIPMENT UNIT NO.	DESCRIPTION	CITY UNIT NO.	USE 24 HOUR CLOCK		OPERATING TIME
			START	FINISH	
123	140G PATROL	1	22:00	07:00	9HRS.
			↑	↑	

OWNER OF EQUIPMENT: FAMOUS EQUIPMENT RENTALS - 12345 (PLEASE PRINT)

OPERATOR'S NAME (PLEASE PRINT): _____ OPERATOR'S SIGNATURE: _____

COMMENTS: (LAY OFF, BREAKDOWN, TRANSFERRED, DISMISSED, ETC.) (ATTACHMENTS USED E.G. BLADES, RIPPER, ETC.)

NO LUNCH BREAK

LAI D OFF

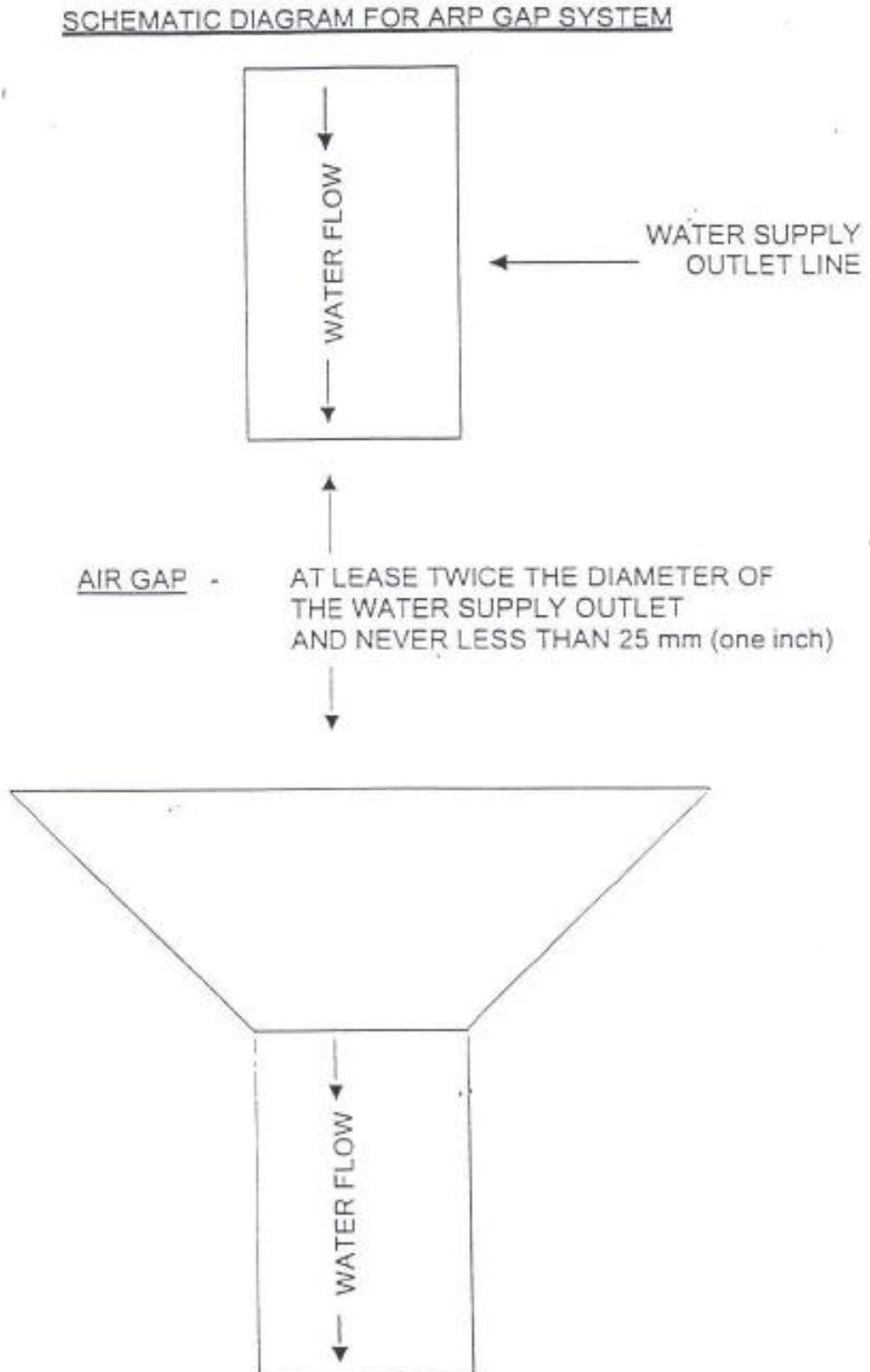
WORK TICKET NUMBER: 134651

DISTRIBUTION
WHITE - 1220 PACIFIC AVENUE
YELLOW - FOREMAN
PINK - RETAINED BY OPERATOR

FOREMAN'S SIGNATURE: _____

CHECK ONE				
N. E.	S.	HYDRO	WW	
PARKS	CENTRAL SERVICE		P.M.D.	

Appendix B - SCHEMATIC DIAGRAM FOR ARP GAP SYSTEM



APPENDIX C – EQUIPMENT LIGHTING AND VISIBILITY REQUIREMENTS



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Equipment Lighting and Visibility Requirements

Purpose

- To help ensure that adequate warning of work vehicles and equipment is provided to motorists, pedestrians and workers, in and adjacent to construction and maintenance work zones.
- To ensure high visibility lighting is adequate and consistent for all vehicles engaged in work activities for the City of Winnipeg's Public Works Department.

Scope

All vehicles and powered mobile equipment must be equipped with a consistent level of High Visibility Lighting(HVL) to ensure they are visible to motorists, pedestrians and workers. The risk level of equipment/vehicles determines the level of equipment lighting/visibility required. These risk levels are based upon work location and type, travel and working speeds, environmental conditions and applicable regulatory requirements, including but not limited to, the Highway Traffic Act.

This document is designed to assist with the purchase and placement of High Visibility Lighting and establishes the minimum specifications of High Visibility Lighting necessary to operate vehicles/equipment for or with the City of Winnipeg's Public Works Department, with the intent that all applicable Regulations are met or exceeded.

Hazard Categories and explanations for the different classes of equipment are included in the following pages, along with some practical examples. There are many different pieces of equipment that are not listed due to the variety of equipment involved, however, reference to general equipment types/classes are included to assist in ensuring that the equipment engaged is highly visible and meets the minimum requirements described in this document. Four Hazard categories are described in this document, with Level 1 having the highest risk to Level 4 having the lowest risk.

High Visibility Lighting is critical for the visibility of the equipment on the road and in work areas. With recent technological advances, the preferred High Visibility Lighting(HVL) for today's vehicles is becoming LED lighting, however other types will also meet these minimum HVL requirements. These LED lights can be extremely bright with a typically lower current draw on the vehicles electrical system, and can be more dependable and durable.

Be reminded that this document identifies minimum High Visibility Lighting(HVL) requirements, and vehicles/equipment can be equipped with additional High Visibility Lighting if a user wishes, providing the additional level of lighting does not create a hazard to motorists, pedestrians and workers, in and adjacent to construction and maintenance work zones.

With the exception of mobile machinery, valid permits for displaying beacons may be required to be in the vehicle at all times (see Appendices for additional information)..

All City of Winnipeg or contractor supplied equipment and vehicles must meet the minimum High Visibility Lighting requirements identified.



City of Winnipeg, Public Works Department
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Hazard Categories

Minimum visibility requirements and risk levels are as follows:

Level 1 – Highest Risk

- Equipment that falls under Level 1 includes, but is not limited to, units that operate against the flow of traffic, or which work on the roadway centerline such as:
 - Pavement Marking Truck
 - Water Truck (Figure 1.0)
 - Road Patcher
- Equipment Visibility **Must** include the following:
 - 360° visibility amber beacon/strobe light or equivalent
 - Approved flashing or sequential arrow traffic control device(Figure 1.2)
 - 4-way hazard lights
 - Retro-reflective striping

Figure 1.0



Figure 1.1



Figure 1.0 and 1.1: Tanker equipped with 4 beacons, retro-reflective striping and combined directional lighting/caution signage.

Figure 1.2



Figure 1.3



Figure 1.2 and 1.3: Roadpatcher with directional lighting and informational sign (note front and rear mounted beacon lights)



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Hazard Categories (continued)

Level 2

- Equipment that falls under Level 2 includes, but is not limited to, equipment that may work during periods of low visibility such as:
 - Sander
 - Truck Plow (greater than 1 ton)
 - Motor Grader
 - Tow Truck
- Equipment Visibility **Must** include:
 - 360° visibility amber beacon/strobe light or equivalent
 - 4-way hazard lights
 - Two strobe lights for the rear-facing warning lights
 - Retroreflective striping
- Additional lighting/signing is required on units being used for specific tasks, such as pilot vehicles, and shadow/buffer vehicles, etc (Appendix I). All equipment/vehicles used for snowplowing operations will be equipped with two strobe lights for the rear-facing warning lights for increased visibility(Appendix III)

Figure 2.0



NOTE - Blue beacons or strobes can only be used during Winter snow removal operations and must be removed or de-energized when the vehicle is not being used in snow removal operations (Figure 2.1 and 2.2)

NOTE - Vehicles typically traveling at a speed less than 40 kilometers per hour **must** be equipped with a slow moving vehicle sign indicating that it is a slow moving vehicle in compliance with the Highway Traffic Act. (See Appendix I)

Figure 2.0: Articulating Loader with roof mounted dual function, amber/blue LED beacon.

Figure 2.1



Figure 2.2



Figure 2.1 and 2.2: Motor Grader with roof mounted dual rotating halogen beacons, slow moving vehicle sign, and caution signage.



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Hazard Categories (continued)

Level 3

- Equipment that falls under Level 3 includes, but is not limited to, equipment and passenger vehicles that may be used to enter construction or work zones, examples are:
 - Cars, Vans (excludes those used solely for administrative purposes)
 - Foreman's Trucks (Figure 3.0 and 3.1)
 - Out-front Lawnmowers
 - Skid Steer Loaders
 - Cement Trucks
- Equipment Visibility **Must** include
 - 360° visibility amber beacon light or equivalent
 - 4-way hazard lights



Figure 3.0



Figure 3.1



Figure 3.2



Figure 3.3

Smaller beacons (Figure 3.3) or equivalent such as a 360° LED strobe light may be used on the smaller units (i.e. All terrain vehicles, skid steers or out front mowers, etc)

NOTE - Vehicles typically traveling at a speed less than 40 kilometers per hour **must** be equipped with a slow moving vehicle sign (Figure 3.3) indicating that it is a slow moving vehicle in compliance with the Highway Traffic Act. (See Appendix I)



City of Winnipeg, Public Works Department
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Hazard Categories (continued)

Level 4

- Equipment that falls under Level 4 includes, but is not limited to, units that are not self-propelled (trailers and equipment) and are normally working in a signed or flagged work zone and are attached to other units equipped with beacons, these may include
 - Caboose (work trailer)
 - Compressor
 - Tar Kettle
- Equipment Visibility **Must** include
 - Retro-reflective striping visible on all sides including the trailer tongue
- Towed units that obstruct the towing vehicles tail lights **must** be equipped with tail lights/signal lights as per the Highway Traffic Act. Directional Lighting may be added (Figure 4.2).
- Trailers and attachments not designed to be towed over 40 kilometers per hour **MUST** display a slow moving vehicle sign (Figure 4.3). Especially important when the attachment obscures the towing equipment's slow moving vehicle sign (Appendix I).



Figure 4.0



Figure 4.1



Figure 4.2



Figure 4.3



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Lighting/Mounting Locations and Standards

Daytime Running Lights

All vehicles with a Risk Level of 1 to 3 must maintain daytime running lights that comply with the *Motor Vehicle Safety Act* (Canada). (See Appendix I)

Beacons

Mounted in such a way that 360° visibility is achieved. If this is not possible with one beacon, additional beacons must be added to achieve 350° visibility. If this is not possible with a beacon alone then supplemental lighting must be used. This supplemental lighting may include additional beacons and/or strobes until 360° visibility is effectively achieved (See Appendix II)

- Protective cages enclosing the beacons are recommended but not required, provided they do not impede the efficiency of the beacon or alter the structural integrity of the vehicle

Minimum Requirement for Beacons/Strobes

- For all new installations lighting equipment must meet or exceed **SAE J845 Class 2(2007)**
Or
- Previously installed equipment lighting must meet or exceed **SAE J1318 Class 2**

An LED beacon or equivalent is recommended for all new installations(LED recommended due to the dependability and high visibility). They must be able to either rotate, oscillate, pulsate, flash or light intermittently. They must be clearly distinguishable by an approaching motorist at a distance of at least 500 metres (0.5 km) on a bright sunny day.

Reflective Striping (Conspicuity Tape)

Mounted on all sides of the vehicle that faces the flow of traffic and where the vehicle width is 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more (See Appendix II). All trailers must have retro-reflective tape on all sides.

Requirements of Flashing or Sequential Arrow Traffic Control Devices

The Manual of Temporary Traffic Control (MTTC, 2011 edition) references traffic control devices, see Vehicle Mounted Flashing or Sequential Arrow Traffic Control Device for correct use of Directional lighting. A copy of the MTTC can be purchased for a nominal fee at Public Works Customer Service, front desk at 1155 Pacific Avenue Winnipeg, MB. or a copy can be printed from the following link: http://winnipeg.ca/publicworks/InformationAndResources/TrafficControl/manual_of_temp_traffic_control.asp

Special Mobile Machines

A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in snow removal operations shall be equipped with one or more lamps. (Appendix I) Vehicles, up to and including 1 ton trucks, used in snow clearing operations will not be required to be equipped with rear facing strobe lights. These vehicles do require 360° HVL. **Light fleet vehicles (up to 1 tons) engaged in truck plowing in parking lots and Park roadways must not display Blue Beacons.**

Compliance Schedule

All City of Winnipeg vehicles and equipment as well as equipment supplied by organizations under contract with the City of Winnipeg's Public Works Department must meet the Equipment Lighting/Visibility requirements as outlined in this document.

Cement Mixers are new additions and have a compliance date of: October 1, 2012



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Appendix I – Excerpts from The Highway Traffic Act

MINIMUM LIGHTING EQUIPMENT REQUIRED

Lighting equipment of vehicles

35(1) Except as otherwise provided in this Act, every vehicle shall, at all times while it is upon a highway, be equipped with lamps and other equipment in good working order as in this section provided, namely:

(n) Every motor vehicle manufactured on or after December 1, 1989, other than a motorcycle or moped, shall carry daytime running lights that comply with the standards prescribed for such lights by the regulations made under the *Motor Vehicle Safety Act* (Canada), and any motor vehicle manufactured before that date, other than a motorcycle or moped, may carry daytime running lights that comply with the standards approved for such lights by the Canadian Standards Association.

Lamps on repair and escort motor vehicles (Figure A1)

35(15) Notwithstanding subsection 38(1), a motor vehicle that is used

(a) by a repairer or a person engaged in the business of towing vehicles, or in connection with the repair or removal of damaged or disabled vehicles; or

(b) to escort oversized vehicles or loads as required by a permit issued therefore under the regulations;

shall be equipped with at least one lamp on its top that is capable of emitting an amber or a yellow light and that has a flashing or oscillating beam clearly visible under normal atmospheric conditions, when illuminated, from all directions for a distance of 150 metres, and, where the motor vehicle is being operated on a highway at a speed in excess of 80 kilometres an hour, clearly visible under normal atmospheric conditions, when illuminated, from all directions for a distance of one kilometre.

Figure A1



Directional Arrows and beacon/strobe for increased visibility, used as a blocking/shadowing vehicle



City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Appendix I – Excerpts from The Highway Traffic Act (continued)

Lamps on special mobile vehicles (Figure A2)

35(16) A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in snow removal operations shall be equipped with one or more lamps

(a) which, if there is only one, shall show a blue or amber light; and

(b) some of which, if there are two or more, shall show a blue light and some of which shall show an amber light;

and the lamps, in either case, shall have a flashing or oscillating beam and shall be of such size, candle power, and design as may be approved by the traffic board.

Figure A2



Motor Grader with Dual Rotating Strobe lights, where blue is active only during Winter snow removal

Lamps on special government or municipal vehicles

35(17) A special mobile machine or other vehicle owned or operated by the government or a municipality and being used in the maintenance or construction of roads or the collection of refuse may be equipped with a lamp or lamps which show an amber light, and the lamp or lamps shall have a flashing or oscillating beam and shall be of such size, candle power, and design as may be approved by the traffic board.

Special permits

37(6) A motor vehicle may be equipped with lighting equipment prohibited under subsection 38(1) if the owner thereof has, upon written application, obtained from the registrar a permit for the purpose specifying the lighting equipment authorized thereby, and stating the conditions, if any, under which it may be used; but the registrar may issue the permit only if, in his absolute discretion, he is satisfied

(a) that the circumstances in which the lighting equipment applied for is required are of such a special and unusual character that it is not in the public interest to refuse to issue the permit; and

(b) that the owner of the vehicle will use the lighting equipment, or cause it to be used, with due regard to the public safety



**City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch**

Appendix I – Excerpts from The Highway Traffic Act (continued)

Prohibited lamps

38(1) Except as otherwise provided in this Act, the regulations or the *Motor Vehicle Safety Act* (Canada), or when authorized by permit under subsection 37(6) or (7), a motor vehicle on a highway shall not be equipped with

(a) more than five lamps of over four candle power (of which not more than four are headlamps) on the front of, or visible from in front of, the vehicle; or

(b) any search light or any lamp other than a stationary lamp; or

(c) any lamp

(i) that casts a light of a colour other than white, or

(ii) that lights intermittently or in flashes; or

(d) any lamp casting a light of over four mean spherical candle power unless it is so constructed, arranged, and adjusted, that no portion of the parallel beams of reflected light, when measured 25 metres or more ahead of the lamp, rises above 1.07 metres from the level surface on which the vehicle stands, as those heights are determined while the vehicle is fully loaded.

Lighting Equipment on Certain Vehicles

Certain utility vehicles

38.1(7) A vehicle owned by Manitoba Hydro, The Manitoba Telephone System or The City of Winnipeg that is equipped or designed for overhead wire construction or repair work may be equipped with one or more amber lamps that rotate, oscillate, pulsate, flash or light intermittently.

NOTE- The Highway Traffic Act prohibits any flashing, strobing or rotating lights on a motor vehicle other than signal lights. As such, beacons are prohibited on all motor vehicles in any color with the exception of specialty vehicles. As such, there is an allowance for the registrar to issue permits for having these kinds of lights. Permits can be obtained from Vehicle Standards and Inspection of MPI.

A permit for beacons must be carried in the vehicle at all times. An permit application is found on page 14 of this document.

City of Winnipeg vehicles are not required to carry a permit for beacons but must comply with the standards outlined in this document.

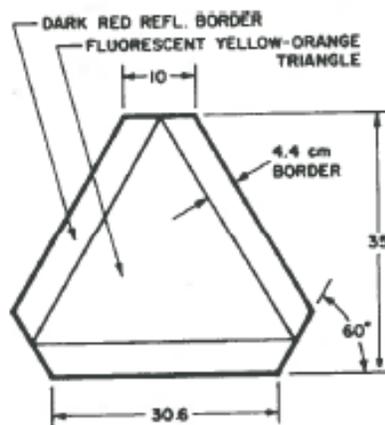


City of Winnipeg, Public Works Department
Human Resource Division - Safety Branch

Appendix I – Excerpts from The Highway Traffic Act (continued)

Warning device on slow vehicles

178(1) Subject to subsection (2), no person shall drive or operate on a highway any vehicle travelling at a speed less than 40 kilometers per hour unless there is displayed on the back thereof a reflectorized warning device of a type approved by the traffic board indicating that it is a slow moving vehicle, or the vehicle is permitted to be equipped with, and is equipped with, a lamp that emits an amber light and that lights intermittently or flashes, and the lamp is in operation and the light there from is visible from the rear.



NOTE – Slow Moving Vehicle signs significantly increase rearward equipment visibility and also help to ensure that equipment remains operational during daylight hours in the event that a beacon or other HVL fails. Slow moving vehicles working for/with the City of Winnipeg's Public Works Department are to be equipped with both HVL and slow moving vehicle signs.



City of Winnipeg, Public Works Department
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Appendix II

Conspicuity Tape - To be used when the vehicle width is 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more (See Figure A and B)



Figure A



Figure B

Motor Vehicle Safety Regulations
Conspicuity Systems - Section S5.7 of TSD 108

(21) Notwithstanding section S5.7 of TSD (Technical Standards Document) 108, the color of retro reflective sheeting applied to a vehicle pursuant to paragraphs S5.7.1.4.1(a) and S5.7.1.4.2 of TSD 108 may be white, yellow, white and yellow or white and red, in accordance with the paragraph S5.7.1.2 of TSD 108 or paragraphs 3.1.3, 3.1.2 and 3.1.1 of SAE Standard J578. (See Table 1 and Figures C to H)

Table 1

Width 2032mm (80 in.) or wider AND GVWR 4536 kg (10,000 lb.) or more

DESCRIPTION		MANDATORY REQUIREMENTS					
Area	Conspicuity Treatment	DOT Coding	Quantity	Color	Location	Height	Options
9	Rear Upper Body Markings		Exactly 2 pairs of 300mm long strips	White	On the rear upper corners facing rearward	At the top	Reflex reflectors may not be required if they are replaced in their required location with conspicuity treatment. Optional in Canada: Rear lower body and side conspicuity treatment may also be solid white, solid yellow, or white and yellow
10	Bumper Bar Marking	DOT-C DOT-C2 DOT-C3 DOT-C4	Continuous	Red/White	On the rear bumper bar's horizontal element full width - facing rearward	No requirement	
11	Rear Lower Body Marking		Continuous	Red/White (see options)	On the rear full width of the vehicle facing rearward	As horizontal as practicable and as close as practicable to the range of 375 to 1525mm from the ground	
12	Side Marking		(see location)	Red/White (see options)	Each side - facing sideward continuous or evenly spaced per minimum of 50% of length starts and ends as close to the front and rear of the vehicle as practicable	As horizontal as practicable and as close as practicable to the range of 375 to 1525mm from the ground	
NOTE: The edge of red conspicuity tape shall not be closer than 75 mm to the edge of any amber lamp and the edge of white conspicuity tape shall not be closer than 75 mm to the edge of any lamp							



City of Winnipeg, Public Works Department
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Appendix II (continued)

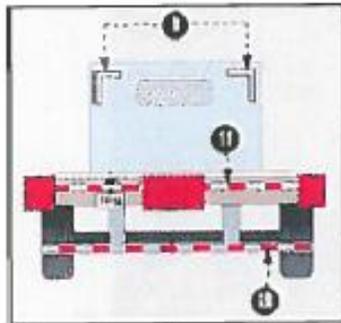


Figure C

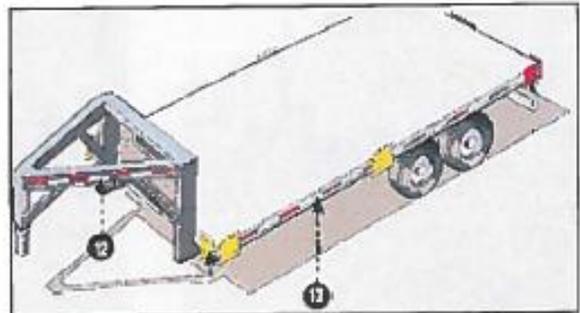


Figure D

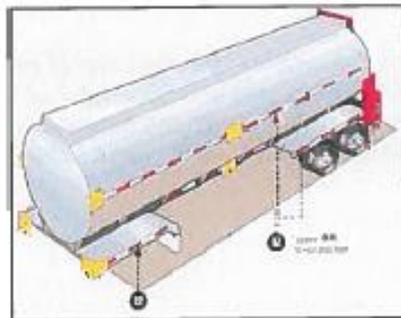


Figure E

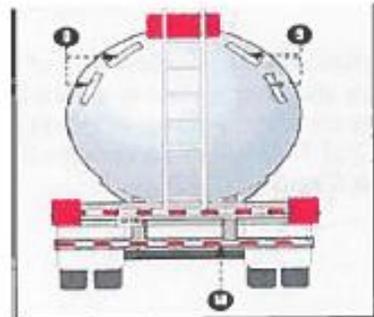


Figure F

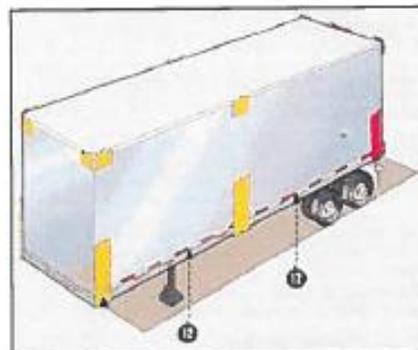


Figure G

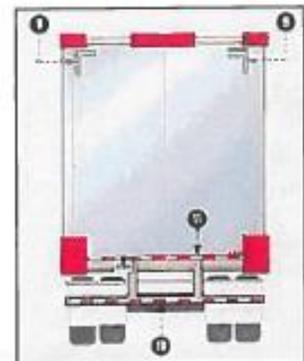


Figure H



Public Works Department
Human Resource Division, Safety Branch

Appendix III-Rear Facing Strobes

Strobe lights facing rear

Figure A3-1



Beacon centered on lip of box with protective cage (recommended), providing 360° visibility in combination with strobe lights amber and blue on rear of vehicle (blue - snow removal operations only)

Figure A3-2



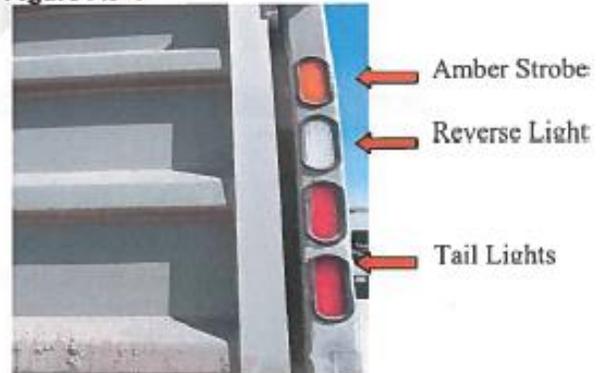
Double beacons mounted on lip of box with protective cage (recommended), providing 360° visibility (blue - snow removal operations only) – blue lens and/or beacon to be de-energized for all non snow removal operations

Figure A3



Amber Strobe light at top, with brake/signal/backup light array in side configuration

Figure A3-4



APPLICATION FOR A PERMIT FOR LIGHTING
EQUIPMENT PROHIBITED UNDER SECTION 38(1) OF
THE HIGHWAY TRAFFIC ACT

Name: _____ Address: _____
City/Town: _____ Phone Number: _____ Postal Code: _____
Serial Number: _____ Licence Plate Number: _____
Vehicle Make: _____ Vehicle Model: _____ Year: _____

Application is hereby made for permission to equip the above vehicle with (please check all that apply):

- 1. FLASHING AMBER ()
- 2. FLASHING PURPLE (Funeral vehicles only) ()
- 3. OTHER (Please specify colour and type) () _____

State the reasons the additional lighting equipment is needed: (Please give full details)

If permission is granted the additional lighting equipment will be used with due regard to public safety at all times.

DATE _____ NAME OF APPLICANT (printed) _____ SIGNATURE OF APPLICANT _____

For Department Use Only:

<u>Conditions of Issue:</u>

Forward to: Manitoba Public Insurance
Vehicle Standards and Inspections
Box 6300
1981 Plessis Road, Bldg "B"
Winnipeg MB R3C 4A4
FAX - (204) 954-5319