



THE CITY OF WINNIPEG

TENDER

TENDER NO. 48-2023

**SNOW CLEARING ON REGIONAL AND LOCAL STREETS, BACK LANES AND
SIDEWALKS WITHIN THE SOUTH AREA (SOUTH EAST)**

**NOTE TO BIDDERS: ALL ADDITIONS/CHANGES FROM PREVIOUS TENDER (408-2018) ARE
HIGHLIGHTED WITHIN.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SNOW CLEARING ON REGIONAL AND LOCAL STREETS, BACK LANES AND SIDEWALKS WITHIN THE SOUTH AREA (SOUTH EAST)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **August 30, 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 five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- 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 five (5) 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) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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.

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

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

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

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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D7); and
- (e) have performed snow clearing services under contract that utilize similar equipment complement at stated in E4.1.

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

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

B12.5 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.

B12.6 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.

B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw 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) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

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

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

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 snow clearing supplemental to the City of Winnipeg's snow clearing operations for the period from **October 15, 2023 until April 15, 2026, with the option of one (1) mutually agreed upon three (3) year extension.**

D2.1.1 Snow clearing shall be performed on those regional streets, bus route and collector streets, residential streets, back lanes, buffered bike lanes, pathways and sidewalks listed in Appendix A, Appendix B, Appendix C, shown on Drawing 1, Drawing 2 and Drawing 3 where full width snow clearing is required on all or a major portion of the above streets.

D2.1.2 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.3 Changes resulting from such negotiations shall become effective on October 15th of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Contractor shall perform the Work of this Contract on an "as-required" basis for three (3) winter season from October 15, 2023 to April 15, 2026 except as hereinafter specified:

- (a) the Contractor may be required to remove snow which has fallen prior to October 15th and is on the streets as of that date;
- (b) the Contractor shall continue and complete all authorized Work for a snowfall that begins on or before April 15th, notwithstanding that the Work occurs after April 15th; and,
- (c) the Contractor shall remedy all damage and deficiencies such as curb damage by June 30th following the Contract year;
- (d) the above requirements will apply also to any extension mutually agreed upon.

D2.3 The major components of the Work are as follows:

- (a) full width snow clearing and hauling on the Priority I (Regional) Streets System identified in Appendix A and Drawing 1;
- (b) full width snow clearing on the Priority II (Bus Routes and Collectors) Streets System identified in Appendix B and Drawing 1;
- (c) full width snow clearing on the Priority III (Residential) Street System identified in Appendix C and Drawing 1;
- (d) 2.7 metre width snow clearing on back lanes identified on Drawing 2;
- (e) Full width snow clearing on pathways on Priority 1 streets identified in Drawing 3;
- (f) Full width snow clearing on buffered bike lane and pathways on Priority 1 streets identified in Drawing 3;
- (g) opening and keeping streets and lanes open during a major snowfall and/or snow blizzard;
- (h) other winter maintenance activities as required between major snowfalls.

- D2.4 The Contract Administrator reserves the right to perform routine winter maintenance on the streets listed in Appendices A, B and C, shown on Drawing 1, back lanes shown on Drawing 2, shown on Drawing 2 using City forces. Routine winter maintenance includes:
- (a) curb lane spot plowing of street sections;
 - (b) full width spot plowing of street sections;
 - (c) spot plowing of back lane sections;
 - (d) spot plowing of sidewalks and pathway sections;
 - (e) buffered bike lanes and pathways;
 - (f) curb lane truck plowing;
 - (g) full width truck plowing;
 - (h) widening for snow storage;
 - (i) snow hauling;
 - (j) clearing of drainage inlets in spring.
- D2.5 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.6 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.7 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.7.1 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.
- D2.7.2 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.
- D2.8 Notwithstanding D2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. 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) **"Back lane"** means a highway situated wholly within the limits of any city, town or village or restricted speed area or reduced restricted speed area which has been designated, constructed and intended to provide access to and service at the rear of places of residence or business and includes alleys having a right-of-way width of not more than 9 metres;
- (b) **"Bare pavement"** means that the Contractor shall endeavour to completely clear the full pavement width of snow;
- (c) **"Boulevard"** means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways or a divided highway;
- (d) **"Clearing Operation"** In this Contract, means each such direction by the Contract Administrator for clearing and hauling services for snow removal and the performance thereof by the Contractor;
- (e) **"Compacted snow surface"** of back lanes means a level, dense compacted layer of snow that will only allow minimal rutting from vehicular traffic and has a maximum thickness of 200mm from the compacted snow surface to underlying pavement;
- (f) **"Cross walk"** means any sidewalk at street intersections or at signed corridors;
- (g) **"Face to face"** of curb on Priority I and II streets means the periodic exposure of the barrier curb vertical face with a maximum horizontal deviation of 150 mm (6 inches). This will enable the full width of the curb lane to be available for vehicular traffic;
- (h) **"Face to face"** of curb on Priority III streets means the periodic exposure of the top of the roll curb with a maximum horizontal deviation of 300 mm (12 inches) from the top of the curb into the traffic lane. Where barrier curb exists on Priority III streets, "face to face" curb means the periodic exposure of the barrier curb vertical face with a maximum horizontal deviation of 150 mm (6 inches);
- (i) **"Hauling"** means the relocation of cleared snow volumes by equipment normally employed for the snow clearing activity, but does not include the use of trucks;
- (j) **"Hauling away"** means the relocation of cleared snow volumes by use of trucks for purposes of transporting to a distant storage location;
- (k) **"Highway"** means any place or way, including any structure forming part thereof, which or any part of which the public is ordinarily entitled or permitted to use for the passage of vehicles or pedestrians, with or without fee or charge therefore, and includes all the space between the boundary lines thereof, whether or not used for vehicular or pedestrian traffic; and, without restricting the generality of the foregoing, includes roads, road allowances, streets, lanes, thoroughfares and other means of communication dedicated to the public use as highways as so defined, and also includes all bridges,

subways, underpasses, grade separations, piers, wharves, ferries, and squares, and the road improvements thereon, dedicated to the public use;

- (l) **"Pavement"** or the adjective "Paved" when used to describe a street, road, alley or other area, means an area which has a surface constructed of Portland Cement concrete, asphaltic concrete, brick, tile or similar material;
- (m) **"Private approach"** and **"Approach"** means a roadway, culvert crossing or other structure theretofore and hereafter, erected, installed or maintained in a street between the property of an owner and the nearest curb or edge of a roadway in the said street, for the use or benefit of the owner or occupant of the property adjoining or connected therewith, but does not include a roadway or other structure constructed for such purpose within an alley;
- (n) **"Roadway"** means the paved portion of the street that is used exclusively for the passage of motorized vehicles;
- (o) **"Sidewalk"** means the paved portion of the street that is used exclusively for a passage of pedestrians;
- (p) **"Buffered bike lane"** means a bike lane that is paired with the street and has a designated buffer space separating the bicycle lane and adjacent vehicle travel lane. Buffered bike lanes may be situated behind or in front of a bus boarding platform.
- (q) **"Pathway"** means a paved surface that is used exclusively for the passage of pedestrians, cyclist and/or active transportation users.
- (r) **"Snow"** means all forms of frozen precipitation including ice associated with such snow;
- (s) **"Street"** means a highway over which the City of Winnipeg has jurisdiction;
- (t) **"Street Right-of-Way"** means the limit of the publicly-owned land acquired for and devoted to streets, boulevards, appurtenances, as well as underground facilities;
- (u) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (v) **"Traffic lane"** means a 3.6 metre or greater width of pavement;
- (w) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (x) **"Wing Back"** means the Contractor shall push back the windrow to create storage space for snow in future plowing operations.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Jean-Luc Lambert, P.Eng.
Support Services Engineer

Telephone No. 204- 986-7087

Email Address: jeanlambert@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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 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.

D8.5.3 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. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 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) 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;

- D11.2 Deductibles for commercial general liability must be expressly stated on the certificate of insurance and must not exceed \$5,000.00.
- D11.3 Deductibles shall be borne by the Contractor.
- D11.4 The certificate must clearly state: "Operations include snow removal on City right-of-way's during winter months" (i.e. insurance to cover snow removal and ice control of streets, roadways, back lanes/alleys, sidewalks, etc.). And confirmation that the operations include loading, unloading, hauling and dumping.
- D11.5 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.
- D11.6 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.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13. EQUIPMENT LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 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 D11;
 - (iv) the Subcontractor list specified in D12;
 - (v) the equipment list specified in D13;
 - (vi) the direct deposit application form specified in D25; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by **June 30, 2026**.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. OPERATOR BEST PRACTICE GUIDELINES

- D16.1 All Contractor equipment operators must complete the City of Winnipeg "Snow Clearing Best Practices" Online Orientation and have a certificate of completion in possession to present to the Contract Administrator upon request.
- D16.2 The City of Winnipeg "Snow Clearing Best Practices" 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 Truckers Association (HEAT).
- D16.3 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.
- D16.4 The cost per registration spot shall be borne by the Contractor. Certificate of completion is valid for one year.
- D16.5 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.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D17.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Work schedule, including the durations identified in D15 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D18. JOB MEETINGS

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D19.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D20. SAFETY

D20.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D20.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work.

D21. INSPECTION

D21.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D21.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D22. AUTOMATIC VEHICLE LOCATOR IN SIDEWALK EQUIPMENT

D22.1 Snow clearing equipment used to perform services under D2.1 shall comply with the following Automatic Vehicle Location (AVL) requirements and validation process.

D22.2 All equipment performing snow clearing work shall be equipped with an AVL solution that meets the following specifications:

- (a) **Ping Interval:** The AVL solution shall provide real-time tracking with a ping interval of no more than 30 seconds, or when there is a change in location, direction, speed, or

movement. This ensures frequent and up-to-date vehicle location updates for accurate monitoring of snow clearing work, including capturing the following elements within each ping interval:

- (i) Vehicle Location: The AVL solution shall transmit the current latitude and longitude coordinates of the vehicle;
 - (ii) Direction: The AVL solution shall provide information on the direction in which the vehicle is traveling;
 - (iii) Speed: The AVL solution shall relay the current speed of the vehicle;
 - (iv) Movement (Start-Stop): The AVL solution shall indicate whether the vehicle is in motion or at a standstill, providing updates on start and stop events;
 - (v) Timestamp: The AVL solution shall include a timestamp indicating the date and time of each location update; and
 - (vi) Device ID: The AVL solution shall assign a unique identifier (device ID) to each equipment unit for accurate tracking and identification.
- (b) GPS Accuracy: The AVL solution shall have a GPS accuracy of no more than 10 meters. This ensures reasonably precise positioning information, allowing the City of Winnipeg to monitor the location of the contracted equipment with a satisfactory level of accuracy.

D22.2.1 The Contractor must ensure that their chosen AVL solution meets the specification in D22.2 to fulfill the real-time tracking requirements, including capturing vehicle location, direction, speed, movement, timestamp, and device ID, as outlined in the contract.

D22.3 Real or Near Real-Time Access: The Contractor shall provide the City of Winnipeg with real or near real-time access to the AVL data generated by their equipment.

D22.4 Data Aggregation and Sharing: The City shall aggregate the AVL data received from all contracted equipment into its own database to create a holistic view of snow clearing activities. This aggregated data shall be shared with the public.

D22.5 Protection of Personal Information: The Contractor shall ensure that all personal information contained within the AVL data is either stripped or adequately protected to safeguard individuals' privacy.

D22.6 Work Validation Process:

- (a) The City reserves the right to validate work performed by Contractor using the AVL information provided by the vendor based on the AVL requirements stated above.
- (b) The AVL data may be used to verify the accuracy of reported work hours, locations, routes taken, timestamp, and device ID during snow clearing work.
- (c) The Contractor shall cooperate with the City of Winnipeg's validation process, which may include providing access to AVL data and any necessary supporting documentation upon request.
- (d) The City may conduct periodic audits to ensure compliance with the contractual obligations and the accuracy of reported work hours.

D22.7 The Contractor shall bear all costs and expenses incurred in acquiring and maintaining an AVL solution that meets the requirement of D22. These costs and expenses will be considered incorporated in the unit prices provided on Form B: Prices.

D23. DEFICIENCIES

D23.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or

- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D24.1 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:
 - D24.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
 - D24.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
 - D24.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
 - D24.5 Any other information requested by the Contract Administrator.
 - D24.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

D25. PAYMENT

- D25.1 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.

DISPUTE RESOLUTION

D26. DISPUTE RESOLUTION

- D26.1 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 D26.
- D26.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D26.3 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.
- D26.4 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.

- D26.4.1 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.
- D26.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D26.4.3 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.
- D26.4.4 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 D26.4.3, 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.

THIRD PARTY AGREEMENTS

D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D27.1 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.
- D27.2 Further to D27.1, in the event that the obligations in D27 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.
- D27.3 For the purposes of D27:
- (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.
- D27.4 Modified Insurance Requirements
- D27.4.1 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.

- D27.4.2 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.
- D27.4.3 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.
- D27.4.4 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.
- D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D27.5 Indemnification By Contractor
- D27.5.1 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.
- D27.5.2 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.
- D27.6 Records Retention and Audits
- D27.6.1 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.
- D27.6.2 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 D27.6.1 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.

D27.7 Other Obligations

- D27.7.1 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.
- D27.7.2 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.
- D27.7.3 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.
- D27.7.4 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.
- D27.7.5 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.
- D27.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM K: EQUIPMENT
(See D13)

**SNOW CLEARING ON REGIONAL AND LOCAL STREETS, BACK LANES AND SIDEWALKS WITHIN
THE SOUTH AREA (SOUTH EAST)**

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

FORM K: EQUIPMENT
(See D13)

**SNOW CLEARING ON REGIONAL AND LOCAL STREETS, BACK LANES AND SIDEWALKS WITHIN
THE SOUTH AREA (SOUTH EAST)**

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	South Area (South East) Snow Clearing Priority Streets
2	South Area (South East) Snow Clearing Back Lanes
3	South Area (South East) Snow Clearing Sidewalks, Buffered Bike Lanes and Pathways

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SNOW CLEARING REQUIREMENTS

E2.1 General Work

E2.1.1 The entire shoulder width of highway type pavement shall be cleared of snow during the snow clearing operation.

E2.1.2 The entire length of the curb along the centre median shall be cleared to the face of the curb.

E2.1.3 Snow shall be cleared from centre median crosswalks and shall be stored on the side boulevards.

E2.1.4 Snow from centre median openings and traffic storage lanes shall be removed and stored in the side boulevards.

E2.1.5 Windrows at all intersections, cross walks, corridors, railway crossing and private approaches shall be removed in the initial clearing operations. The windrows shall be pushed downstream of traffic or into available storage area on the street right-of-way in order to eliminate blind spots for motorists. Snow shall not be placed on boulevards at or near corners so as to block visibility of vehicles moving through the intersection.

E2.1.6 Windrows at pedestrian corridors shall be cleared for a distance of fifteen (15) metres approaching the corridor and five (5) metres leaving the corridor on undivided roadways and for a distance of fifteen (15) metres approaching the corridor on divided roadways.

E2.1.7 Windrows at bus stops not adjacent to a buffered bike lane shall be removed to a distance specified in E2.1.7(i) or E2.1.7(ii) from the bus stop sign. The bus stop platform and walk area connecting to the adjacent sidewalk shall be level to provide a safe footing for pedestrians.

(i) At bus stops that accommodates a non-articulated bus the windrow shall be removed to a distance of twelve (12) meters upstream of the bus stop sign;

(ii) At bus stops that accommodates an articulated bus the windrow shall be removed to a distance of eighteen (18) meters upstream of the bus stop sign.

E2.1.8 Windrows at bus stops adjacent to a buffered bike lane shall be hauled away.

E2.1.9 Snow windrows at hydrants shall be removed one (1) loader bucket width.

E2.1.10 Snow windrows shall be removed a loader bucket width and a path cleared by back blading to a hard surface from the curb to the sidewalk at a limited number of locations designated as Accessibility Access to Private Property or Transit Plus Loading Zones. Location addresses will be supplied to the Contractor after Contract award.

- E2.1.11 Snow shall be removed around all G.R.E.A.T. (Guard Rail Energy Absorbing Terminal), Energite Barrel installations and between the curb and any adjacent guard rail that is within 3m of the curb and in the right-of-way. The G.R.E.A.T. units are used as crash cushions on the ends of guard rails to avoid abrupt stoppage of a vehicle. The Energite Barrel installations are used as crash cushions near overhead signs or any posts which do not have breakaway bases. This Work must be done carefully (by hand where necessary) such that the installations are not hit by snow clearing equipment or left covered in snow. The location of a limited number of installations will be supplied to the Contractor after the award.
- E2.1.12 Where adequate storage exists adjacent to the street, snow spillage onto the street as a result of the snow clearing operation shall be removed immediately by the Contractor. Any snow not removed may be removed by the City and the cost of the Work charged to the Contractor.
- E2.1.13 The City reserves the right, at its sole discretion, to allow windrow snow storage on the curb lane where no storage exists, provided that a reasonable attempt, satisfactory to the Contract Administrator or his designate, is made to minimize the extent of the encroachment during the Contractor's snow clearing operation. This storage shall only be utilized when specifically directed to do so by the Contract Administrator or his designate and only during unusual snow and blizzard conditions.
- E2.1.14 Snow shall not be deposited on islands between a yield or turnoff and the main roadway.
- E2.1.15 Snow shall not be stored or deposited on private property.
- E2.1.16 Snow from snow clearing operations shall not be deposited in sidewalk areas. All blocked sidewalk ends at intersections must be immediately cleared of snow in order to provide access for pedestrians and sidewalk plows. Any snow not immediately removed may be removed by the City and the resulting cost of the Work charged against the Contractor.
- E2.1.17 Snow from intersection windrows shall not be placed in bus stop areas.
- E2.1.18 The Contractor shall remove snow from the centre median (median cut) for snow storage and snow thaw purposes as directed by the Contract Administrator. The median cut shall be to a width of 0.6 m from the curb face and shall not expose, but be within 100 mm of the median surface. The median cut shall be carried out in conjunction with the adjacent grader plow operations, and shall be included in the lane km price.
- E2.1.19 Snow removal at traffic circles shall include the removal of snow from the inner shoulder area, which shall be considered incidental to the full width snow clearing operation.
- E2.1.20 Snow removal of back lane shall include clearing of snow along radii of approaches and windrows at sidewalk ends.**
- E2.1.21 Work for each snow clearing operation shall commence only upon the instructions of the Contract Administrator.
- E2.1.22 Normally, Priority I (Regional) Streets shall receive the highest priority for snow clearing followed by Priority II (Bus Routes and Collectors) Streets and then Priority III (Residential) Streets. However, the Contract Administrator may direct otherwise and the Contractor shall conform to all such directives, either oral or written.
- E2.1.23 Buffered bike lane snow clearing operations will be undertaken concurrently with PI street operations.
- E2.1.24 Back lane and sidewalk snow clearing operations will normally be undertaken concurrently with street and street priority operations. However, the Contract Administrator may direct otherwise and the contractor shall conform to all such directives.
- E2.1.25 The Contractor shall respond immediately to rectify snow clearing deficiencies which generate citizens' complaints. If in the opinion of the Contract Administrator, the response is inadequate, then the City shall have the option of performing the necessary Work and the costs of such Work shall be borne by the Contractor.

E2.1.26 The Contractor shall coordinate residential plowing location to minimize conflicts with the Waste/Recycling collection. Where conflicts are unavoidable the Contract Administrator will give instructions to the Contractor to relocate Waste/Recycling containers during the plowing operations. The relocation work shall consist of moving the container behind area affected by snow clearing and then placing back to original position.

E2.2 PRIORITY I (REGIONAL) STREETS (See Appendix A)

E2.2.1 Snow clearing activities on Priority I streets includes:

- (a) full width snow clearing and hauling;
- (b) curb lane snow clearing;
- (c) truck plow snow clearing on Pembina Hwy only;
- (d) loader support for truck plow snow clearing done by others;
- (e) interim plowing during major snowfalls; and
- (f) other winter maintenance Work.

E2.2.2 Full width snow clearing and hauling away on Priority 1 streets shall include Buffered Bike Lanes.

E2.2.3 Snow clearing on Priority I streets may be required after:

- (a) a recent accumulation of 3 cm or more of snowfall;
- (b) poor street conditions caused by less than 3 cm of recent snow accumulation accompanied by snow drifting; and
- (c) a gradual accumulation of snowfall that results in poor street conditions.

E2.2.4 Priority I streets and buffered bike lanes, shall be completed within a twenty-four (24) hour period for a clearing operation following the time of commencement designated by the Contract Administrator.

E2.2.5 Snow clearing on the Priority I street system shall normally be undertaken during the night shift (1900 hours to 0700 hours) unless otherwise directed.

E2.2.6 Priority I streets and buffered bike lanes shall be cleared to bare pavement over the full pavement width and plowed to the sides as shown in Appendix A. The Contractor shall wing back snow windrows in order to create the required storage as directed by the Contract Administrator.

E2.2.7 Priority II AT and Priority III AT shall be cleared to bare pavement over the drive lane pavement width and plowed to the sides as shown in Appendix E.

- (a) Payment will be made at the lane per kilometer unit price for Priority I streets on Form B: Prices.

E2.2.8 The Contractor shall clear and haul away snow from the street intersections, street and back lane intersections, crosswalks, corridors, railroad crossings, private approaches and bus stops on those Priority I streets noted in Appendix A following a Clearing Operation.

- (a) The snow must be hauled away immediately where there is insufficient site storage.
- (b) The snow shall be removed to within 300 mm of the existing ground elevation.
- (c) Snow stored on Priority II and Priority III street boulevard shall be hauled away.
- (d) Where there is on-site storage within the street right-of-way, and the on-site storage will not cause interruptions to either vehicular or pedestrian traffic or create a safety hazard the snow may be stored for:
 - (i) up to twenty-four (24) hours from the start of a Priority I street Clearing Operation;
 - (ii) up to thirty-six (36) hours from the start of a Priority I and II streets Clearing Operation;

(iii) up to seventy-two (72) hours from the start of a Priority I, II and III streets; and

(e) Snow stored within street right-of-way shall be hauled away within one hundred and twenty (120) hours following the storage times durations identified in E2.2.8(d).

(f) Hauling away of snow shall commence within thirty-six (36) hours following the storage times durations identified in E2.2.8(d).

E2.2.9 Payment for the full width snow clearing and hauling away of snow on Priority I streets will be made at the unit price per lane kilometre and all the Work herein described shall be considered as incidental to the Contract and no further compensation will be considered.

E2.3 PRIORITY II (BUS ROUTES/COLLECTORS) STREETS (See Appendix B)

E2.3.1 Snow clearing activities on Priority II streets includes:

- (a) full width snow clearing and hauling;
- (b) curb lane snow clearing;
- (c) loader support for truck plow snow clearing done by others;
- (d) interim plowing during major snowfalls; and
- (e) other winter maintenance Work.

E2.3.2 Snow clearing on Priority II streets may be required after:

- (a) a recent accumulation of 5 cm or more of snowfall;
- (b) poor street conditions caused by less than 5 cm of recent snow accumulation accompanied by snow drifting; and
- (c) gradual accumulation of snowfall that results in poor street conditions.

E2.3.3 Priority II streets shall be completed within a twenty-four (24) hour period for a clearing operation of a recent accumulation following the time of commencement designated by the Contract Administrator.

E2.3.4 When Priority II streets are plowed within the same snow clearing operation as Priority I streets, the Priority II streets shall be completed within thirty-six (36) hours following the commencement time for the snow clearing operation.

E2.3.5 Priority II streets shall be cleared to bare pavement over the full pavement width. The Contractor shall wing back snow windrows in order to create the required storage and perform the 0.6 m median cut as directed by the Contract Administrator. Where the Contractor is unable to meet the requirements of this specification due to parked vehicles, he shall arrange for a sign and tow operation with City forces to facilitate completion in these areas.

E2.3.6 Payment for the full width snow clearing of Priority II streets will be made at the unit price per lane kilometre and all the Work herein described shall be considered as incidental to the Contract and no further compensation will be considered.

E2.4 PRIORITY III (RESIDENTIAL) STREETS (See Appendix C)

E2.4.1 Residential streets shall normally be cleared after:

- (a) a recent snow accumulation of 10 cm or more;
- (b) poor street conditions caused by less than 10 cm of recent snow accumulation accompanied by snow drifting; and
- (c) gradual accumulation of snowfall that results in poor street conditions.

E2.4.2 Residential streets shall normally be cleared after Priority I and II streets.

E2.4.3 Priority III streets shall be completed within a thirty-six (36) hour period following the commencement time designated by the Contract Administrator.

- E2.4.4 When Priority III streets are plowed within the same clearing operation as Priority II streets, the Priority III streets shall be completed within sixty (60) hours following the commencement time for the clearing of the Priority II streets.
- E2.4.5 When Priority III streets are plowed within the same snow clearing operation as Priority I and Priority II streets, the Priority III streets shall be completed within seventy-two (72) hours following the commencement time for the snow clearing of the Priority I and II streets.
- E2.4.6 Priority III streets shall be cleared to bare pavement over the full pavement width. The Contractor shall wing back snow windrows in order to create the required storage as directed by the Contract Administrator. Where the Contractor is unable to meet the requirements of this specification due to parked vehicles, he shall arrange for a sign and tow operation with City forces to facilitate completion in these areas.
- E2.4.7 Notwithstanding the requirements of this specification, abnormal snow and ice conditions may make it impossible to adequately clear the Priority III streets to bare pavement. On those occasions, the Contract Administrator shall determine the level of snow clearing required and the time required to complete the operation.
- E2.4.8 Payment for the full width snow clearing of Priority III streets will be made at the unit price per lane kilometre and all the Work herein described shall be considered as incidental to the Contract and no further compensation will be considered.
- E2.4.9 Snow clearing of Priority III streets are assigned to three (3) snow clearing zones as defined in the City of Winnipeg Winter Parking Ban By-Law.
- (a) The Contractor shall complete snow clearing of streets in each zone within twelve (12) hours from the time of callout for services by the Contract Administrator; and
 - (b) The Contractor shall proceed with snow clearing of streets in each snow clearing zone in the order directed by the Contract Administrator.
 - (c) Penalties will be assessed as per E14 for snow clearing of streets not satisfactorily completed within the allotted twelve (12) hours assigned to a given snow clearing zone.
 - (i) Snow clearing work will be allowed to move ahead into the next ordered snow clearing zone if:
 - ◆ The previous twelve (12) hour snow clearing zone is completed;
 - ◆ windrows are not placed adjacent to parked vehicles; and
 - ◆ approved by the Contract Administrator or designate.
- E2.4.10 Prior to October 15th of the Contract year the Contract Administrator:
- (a) shall provide to the Contractor a list of streets assigned to each snow clearing zone;
 - (b) shall assign a letter to each snow clearing zone;
 - (c) shall assign each snow clearing zone a twelve (12) hour time duration of 0700 to 1900 hours or 1900 to 0700 hours.
- E2.4.11 Prior to October 15th of the Contract year the Contractor shall provide start points and equipment deployment schedule for each snow clearing zone.
- E2.5 BACK LANES (see Drawing 2)
- E2.5.1 Back lanes shall normally be cleared after:
- (a) a recent snow accumulation of 5 cm or more;
 - (b) poor back lane conditions caused by less than 5 cm of recent snow accumulation accompanied by snow drifting; and
 - (c) gradual accumulation of snowfall resulting in poor back lane conditions.
- E2.5.2 Back lanes shall normally be cleared concurrently with Priority I and II street snow clearing operations and shall normally be undertaken during the day shift (0700 hours to 1900 hours) unless otherwise directed by the Contract Administrator.

- E2.5.3 Back lanes shall be completed within a forty-eight (48) hour period following the commencement time designated by the Contract Administrator.
- E2.5.4 Back lanes shall be cleared to a width of 2.7m and maintained to a compacted snow surface as defined in D4.
- E2.5.5 Payment for back lane snow clearing will be made at the unit price per kilometre and all work herein described shall be considered incidental to the contract and no further compensation will be considered.
- E2.6 SIDEWALKS AND PATHWAYS (see Drawing 3)**
- E2.6.1 Sidewalks and pathway shall normally be cleared after:
- (a) a recent snow accumulation of 5 cm or more for sidewalks on Priority I streets and 8 cm ;
 - (b) poor sidewalk conditions caused by less than 5 cm of recent snow accumulation accompanied by snow drifting, and
 - (c) gradual accumulation of snowfall resulting in poor sidewalk conditions.
- E2.6.2 Sidewalks and pathways on Priority I and II streets shall normally be cleared concurrently with Priority I and II street clearing operations.
- E2.6.3 Sidewalk snow clearing on Priority I streets shall be completed within a twenty-four (24) hour period following the commencement time designated by the Contract Administrator.
- E2.6.4 Sidewalk and pathway snow clearing on Priority I and II streets shall be completed within a thirty-six (36) hour period following the commencement time designated by the Contract Administrator.
- E2.6.5 Sidewalks in the immediate vicinity of schools, hospitals and seniors complexes shall be given their highest priority when scheduling and routing sidewalk clearing operations. Where a senior complex is situated on a Priority III street, the sidewalk to the most logical Priority I or II street shall be cleared within thirty-six (36) hours of any walk clearing operation.
- E2.6.6 Sidewalks and pathways shall be cleared to a full width and maintained to a compacted snow surface.
- E2.6.7 Priority I sidewalks adjacent to buffered bike lanes and pathways shall be cleared full width and hauled away.
- (a) Clearing includes but is not limited to:
 - (i) detour bus stop ramps;
 - (ii) detour bus stop boarding platform;
 - (iii) boulevard between buffered bike lane and sidewalk; and
 - (iv) snow clearing.
- E2.6.8 Payment for sidewalk and pathway snow clearing will be made at the unit price per kilometre and all work herein described shall be considered incidental to the contract and no further compensation will be considered.

E3. HOURLY EQUIPMENT SERVICES

E3.1 General

- E3.1.1 Snow clearing equipment shall be supplied on an hourly basis when requested by the Contract Administrator for winter maintenance activities between storms and opening up streets, back lanes and sidewalks and keeping them open during major snow storms and blizzards.
- E3.1.2 Snow hauling equipment shall be supplied on an hourly basis when requested by the Contract Administrator for the loading and hauling away of snow between major snowfalls.

- E3.1.3 Any equipment supplied by the Contractor on an hourly basis shall meet the following specifications:
- (a) **Semi-Trailer Dump Trucks:** Category 3 GVW 36,500 kg;
 - (b) **J2 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader;
 - (i) SAE Net Horsepower Minimum 75 H.P.;
 - (ii) Operating Weight 15,000 - 21,000 lbs. (6803.9 kg – 9525.4 kg); and
 - (iii) Bucket Size 1.5 – 2.25 cu. yd.
 - (c) **J3 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader;
 - (i) SAE Net Horsepower Minimum 100 H.P.;
 - (ii) Operating Weight 21,000 - 30,500 lbs. (9,525.4 kg – 13,834.6 kg); and
 - (iii) Bucket Size 2.25 – 3.0 cu. yd.
 - (d) **J5 Class Loaders:** Rubber Tired - 4 Wheel Drive Loader;
 - (i) SAE Net Horsepower Minimum 150 H.P.;
 - (ii) Operating Weight 30,500 – 42,500 lbs. (13,834.6 kg – 19,277.7 kg); and
 - (iii) Bucket Size 2.7m (8'9") width.
 - (e) **J14 Trackless Tractors for Sidewalk Snow Clearing**
 - (i) Snow blade - maximum 60";
 - (ii) Two way blade controlled inside cab; and
 - (iii) Minimum 30" High.
 - (f) **V2 Sidewalk Blower:** Snow Blowers Mounted on Trackless Tractors
 - (i) Cutting Width – Maximum 60";
 - (ii) Cutting Height – Approximately 30";
 - (iii) Discharge Chute – Minimum 270 degree rotation; and
 - (iv) Full remote control from inside the cab for chute while blowing.
 - (g) **K4 Class Motor Graders:** Minimum 140 - 159 Flywheel Horsepower;
 - (h) **K5 Class Motor Graders:** Minimum 160 – 179 Flywheel Horsepower;
 - (i) **K6 Class Motor Graders:** Minimum 180 and over Flywheel Horsepower;
 - (j) **Truck Plows:** As specified in E3.2 and E4.7 of the Specifications
- E3.1.4 Contract supervision shall be as specified in E6.
- E3.1.5 The Contract Administrator may request snow clearing equipment on an hourly basis up to the number and type of pieces of equipment specified in E3.1.
- E3.1.6 The Contractor shall respond to the assigned location within two (2) hours of official notice from the Contract Administrator or be subject to penalties as outlined in E14.
- E3.1.7 Contractors will be required to fill out approved Work tickets showing hours of Work, type of equipment, equipment model and serial number. All Work tickets must be signed by the City inspector and a representative of the Contractor to be valid.
- (a) The Contractor shall immediately notify the Contract Administrator or User when a piece of equipment breaks down during Clearing Operations.
 - (b) The Contractor shall immediately notify the Contract Administrator or User when a piece of equipment that broke down has been repaired and is operational during Clearing Operations.
- E3.1.8 Payment for hourly equipment will be made based on the hours actually worked and the unit price per hour shown in Form B: Prices. There will be no overtime premium for Work under this Contract.
- (a) The Contractor shall not be compensated for rest breaks or meal breaks.

E3.2 TRUCK PLOW CLEARING OPERATIONS

- E3.2.1 Notwithstanding the requirements of E2 of the Specifications, the clearing of snow using truck plows shall be in accordance with the following:
- E3.2.2 Truck plowing on Priority I, Priority II and Priority III streets may be required during and after any measurable snowfall. The decision to perform a snow clearing operation will be made by the Contract Administrator or designate;
- E3.2.3 Priority I (Regional) streets shall normally receive the highest priority for snow clearing followed by Priority II (Bus Routes and Collectors) streets and then Priority III (Residential) streets. However, there may be circumstances when Collectors and Bus Routes would be cleared before Regional streets. This shall only be done when so directed by the Contract Administrator;
- E3.2.4 Priority I, Priority II and Priority III streets shall be cleared to bare pavement over the full width, except at isolated locations where parked cars make the plowing of the curb lane(s) impossible;
- E3.2.5 Notwithstanding E7 the Contractor may be directed to clear only the travel lanes;
- E3.2.6 Windrows at all intersections, crosswalks, corridors, railway crossings and private approaches shall be removed if the Contract Administrator or his designate deem that they present a hazard to traffic;
- E3.2.7 Reasonable care shall be taken so that snow from the truck plow clearing operations shall not be deposited in sidewalk areas or buffered bike lanes approaches at detour bus stop ramps. Snow deposited on the sidewalk or buffered bike lanes approaches due to truck plowing activities shall be removed by the Contractor at his expense; and
- E3.2.8 Snow may be deposited on centre medians when allowed by the Contract Administrator.

E4. EQUIPMENT

- E4.1 The Contractor shall provide the following minimum quantity and type of equipment in first class working condition:
- (a) 6 motor graders;
 - (b) 8 loaders;
 - (c) 6 truck plows;
 - (d) 2 sidewalk snow plows;
 - (e) 2 sidewalk snow blower;
- E4.1.2 The minimum equipment above is provided for bidding purposes for services under E2. The equipment quantities are based on historical averages of equipment used to perform Clearing Operations under this Contract.
- E4.1.3 It is the responsibility of the Contractor to determine and provide the necessary quantity and type of equipment to meet the requirements of the E2.
- E4.2 All equipment shall be made available for inspection by the Contract Administrator or his designate prior to the award of Contract.
- E4.3 The Bidder is not required to own the equipment at the time of the Submission Deadline. The Bidder shall, however, provide the Contract Administrator, within seventy-two (72) hours of being requested, the name of the registered owner of each proposed piece of equipment and a copy of a binding contract, or option to purchase or to contract, for the use of the equipment for the duration of the Contract.
- ## E4.4 LIGHTING
- E4.4.1 Each vehicle and each piece of equipment shall be provided with all of the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba.

- E4.4.2 Notwithstanding the generality of the foregoing, the Contractor shall ensure that all equipment is equipped with working lighting systems sufficient to facilitate the Work. At a minimum, all equipment must be equipped with the following lighting:
- (a) at least two headlights;
 - (b) at least two rear running lights;
 - (c) turning signals front and rear;
 - (d) stop light at rear;
 - (e) at least one flashing or oscillating blue or amber light, clearly visible in all directions (360 degrees);
 - (f) if the machine is in excess of two (2) metres wide, at least four clearance lights (one blue or amber light on each side at the front, facing the front, and one red light on each side at the rear facing rear-ward).
 - (g) All equipment must maintain proper lighting though out the entire shift or be removed from hired and contract work.

E4.5 IDENTIFICATION

- E4.5.1 All equipment shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of 100 mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine.

E4.6 COMMUNICATION

- E4.6.1 At least one piece of equipment in a crew working in a specific area must have a means of two-way communications with the Contractor's Supervisor and office.

E5. DRIVERS LICENSE FOR ALL HIRED HOURLY EQUIPMENT

- E5.1 The City requires that the Contractor's supervisor is to ensure all drivers and operators have the appropriate driver's license for all Hired Hourly and Contract Equipment supplied under this contract.

E6. CONTRACTOR'S SUPERVISION AND COMMUNICATION

- E6.1 The Contractor shall have a qualified Supervisor on duty during all snow clearing activities regardless of the type and magnitude of the operation. The Supervisor shall be able to attend, monitor and respond to all operational and equipment concerns throughout the contract area.
- E6.2 The Contractor's Supervisor shall have two-way communications with the Contractor's office and field crews, and continuously direct, coordinate and inspect the work of the field crews.
- E6.3 The Supervisor, or his designate, shall provide a means of cellular communications with City staff involved in the inspection of contract snow clearing operations. Failure by the Contractor to provide cellular communication to the City staff by first call-out will result in the City furnishing such equipment and deducting costs from the Contract payment.
- E6.4 The Contractor shall have the capability of receiving email, text, and facsimile transmission (fax machine) and shall supply the email address, cellular number, and facsimile number to the Contract Administrator.

E7. EXTREME SNOWFALL AND BLIZZARD CONDITIONS

- E7.1 The Contractor shall provide snow clearing equipment to keep streets and back lanes open during extreme snowfall events if requested by the Contract Administrator. The Contract Administrator shall evaluate field conditions and at his discretion, continue or terminate the hourly snow clearing operations.

- E7.2 Time utilized by the Contractor to keep streets and back lanes open during the snow storm shall not be part of the time limits established in E2.2, E2.3, E2.4, E2.5, and E2.6.
- E7.3 During or after extreme snowfall and/or blizzards, the Contract Administrator may require that Regional and Collector streets and back lanes be opened using both Contract and City forces in order to open such streets and emergency routes as quickly as possible. The Contractor may be required to dispatch his equipment to work inside and outside the contract area with and under the direction of City forces.
- E7.4 Once notified by the Contract Administrator of the official start time for the formal snow clearing operations following extreme snowfall and/or blizzards the Contractor shall immediately initiate the snow clearing operation.

E8. QUANTITIES

- E8.1 Further to B9 of the Bidding Procedures, the estimated quantities identified on Form B: Prices for the clearing and hauling of snow on the Priority I, II and III street systems, back lanes, sidewalks and pathways are based on the following:
- (a) **Item No. 1 - Priority I (Regional) Street System:** The approximate quantity is based on 63.85 lane km of street for one (1) clearing operation of 0-10 cm;
 - (b) **Item No. 2 - Priority II (Bus Routes and Collector) Street System:** The approximate quantity is based on 46.19 lane km of street for three (3) clearing operations of 0-10 cm;
 - (c) **Item No. 3 - Priority III (Residential) Street System:** The approximate quantity is based on 87.21 lane km of street for three (3) clearing operations of 0-10 cm;
 - (d) **Item No. 4 – Back Lanes:** The approximate quantity is based on 16.81 linear km of back lanes for six (6) clearing operations of 0-10 cm;
 - (e) **Item No. 5 – Sidewalks and Pathways (on Priority I Streets):** The approximate quantity is based on 24.15 linear km of sidewalk and pathway for six (6) clearing operations of 0-10 cm;
 - (f) **Item No. 6 – Sidewalks (on Priority II Streets):** The approximate quantity is based on 22.30 linear km of sidewalk and pathway for six (6) clearing operations of 0-10 cm;
- E8.2 The total length of lane kilometres, as established by the Public Works Department, are provided in Appendix A - Priority I Streets, Appendix B - Priority II Streets, and Appendix C - Priority III Streets. Drawing 1 indicates the inventory of streets. Drawing 2 indicates the inventory of back lanes. Drawing 3 indicates the inventory of sidewalk, buffered bike lanes, and pathways. In the event that streets, back lanes, sidewalks, buffered bike lanes or pathways are either added or deleted, then the total length shall be adjusted correspondingly for the purpose of measurement and payment.
- E8.3 Appendix D showing the annual accumulation of snow based on the meteorological summary of the Records kept by the City of Winnipeg for the last **forty nine (49) years** is provided strictly for the information of Bidders.

E9. TRAFFIC MOVEMENT AND PARKING

- E9.1 After a significant snowfall, overnight parking may be restricted on Priority I and II streets with the declaration of the Declared Winter Route Parking Ban. This By-Law, when declared by the Director of Public Works, prohibits parking on Priority I and Priority II streets between the hours of midnight and 07:00 am. The ban will normally last for twenty-four (24) hours but may be extended.
- E9.2 During snow clearing and hauling operations, the Contractor shall take all reasonable measures to facilitate the movement of traffic in accordance with the Manual of Temporary Traffic Control.

E10. MEASUREMENT AND PAYMENT

- E10.1 This section will govern payment for full width street clearing, back lane, sidewalk, buffered bike lanes and pathway clearing of snow and hauling services for snow removal performed by the Contractor which include:
- (a) clearing and hauling services for snow after a recent accumulation of snow;
 - (b) clearing and hauling services after a gradual accumulation of snow where, in the opinion of the Contract Administrator, such clearing and hauling services are warranted;
 - (c) clearing and hauling services after a recent accumulation of snow combined with a gradual accumulation of snow; and
 - (d) maintenance snow clearing services between storms and keeping streets and back lanes open during major snow storms and/or blizzards on the streets specified in this Contract.
- E10.2 If there is additional precipitation before the expiration of the specified time period, the Contract Administrator will define the end of the most recent snowfall and will set another time limit based on the quantity of precipitation.
- E10.3 Where in the opinion of the Contract Administrator the amount of snowfall and/or accompanying severe drifting conditions makes it impractical to complete the full width snow clearing, sidewalk clearing and back lane clearing operations with the Contractor's full complement of equipment and continuous effort, the Contract Administrator may, at his sole discretion, extend the time limits specified.
- E10.4 Payment will be made for back lane, sidewalk, buffered bike lanes and pathway clearing operations based on the unit price per kilometre. The payment for such clearing operations will be based on multiplying the unit bid price for Item No.4, 5 or 6 on Form B: Prices by the length in kilometres of back lanes, sidewalk, buffered bike lane or pathway cleared.
- E10.5 The Contract Administrator will have the authority to determine whether any clearing and hauling operation constitutes a recent accumulation, a gradual accumulation or a combination of the two. The guideline to be utilized by the Contract Administrator for determining whether a clearing operation is a recent accumulation or a gradual accumulation will be that, where 5 cm or more of snow has fallen over the forty-eight (48) hour period preceding the direction to commence clearing services, the accumulation will be considered a recent accumulation. Otherwise, the clearing operation will be considered a gradual accumulation.
- E10.6 Payment will be made for full width clearing and hauling operations on Priority I (Regional) Streets, Priority II (Collector) Streets, Priority III (Residential) streets based on the unit price per lane kilometre and a snow accumulation factor (F) which is dependent on the quantity of snowfall and the type of snow accumulation. The payment for all such clearing operations will be based on multiplying the unit price (R) for Item No. 1, 2 or 3, on Form B: Prices, as the case may be, by the length in kilometres cleared (L), as determined by the Contract Administrator, multiplied by the snow accumulation factor (F), as determined by the Contract Administrator; or $\text{Payment} = R \times L \times F$.
- (a) Snow removal along buffered bike lanes shall be incidental to the street snow clearing work. No additional payment will be made for snow removal on buffered bike lanes.
 - (b) full width snow clearing and hauling away of buffered bike lane at detour bus stops including but not limited to:
 - (i) detour bus stop ramps;
 - (ii) detour bus stop boarding platform; and
 - (iii) boulevard between buffered bike lane and sidewalk.
- shall be considered incidental to the snow clearing work. No additional payment will be made for snow clearing and hauling away of buffered bike lane at detour bus stops.
- E10.7 The snow accumulation for purposes of payment for a recent accumulation shall be the quantity of snow deemed to be cleared/hailed by the Contractor as determined by the Contract Administrator in accordance with this section. There may be hourly snow hauling, plowing

and/or salting operations carried on by others on some portions of the street systems affected by this Contract. Therefore, the depth of the snow accumulation to be used for payment for the removal of a recent accumulation will be that portion of snow that has recently fallen immediately preceding the start of a clearing operation and during the said operation, but not including cleared or removed by others or by environmental processes, as determined solely by the Contract Administrator. The duration and depth of snowfall will be based on official reports from a weather consulting service. Notice of any dispute by the City arising from the amount of snow accumulation used to calculate payments for a recent clearing operation shall be forwarded to the Contract Administrator within fifteen (15) days of the City notifying the Contractor of the amounts used for payment for a given clearing operation. Failure by the Contractor to give notice of such dispute within the time specified shall preclude the Contractor from disputing the amount for which the City will pay.

E10.8 The snow accumulation for purposes of payment for a gradual accumulation or combination of a recent and gradual accumulation shall be the quantity of snow deemed to be cleared/hailed by the Contractor as determined by the Contract Administrator in accordance with this section. There may be hourly snow hauling, plowing and/or salting operations carried on by others on some portions of the street systems affected by this Contract. Therefore, the depth of the snow accumulation to be used for payment for the removal of a gradual accumulation will not include snow that has been melted by environmental affects, chemical action, or both as determined by the Contract Administrator

E10.9 No payment will be made for gradual accumulation after March 15 of the Contract year in the event that all of the gradual accumulation has completely melted and does not physically exist on the street at the time of a plowing operation initiated by a recent accumulation. This determination will be made by the Contract Administrator.

The snow accumulation factor will be determined by the appropriate formula based on the type of accumulation and the quantity of snowfall. The formula to be used to calculate the snow accumulation factor for each payment scenario are identified in Table 1 below and are further detailed in E10.9.1, E9.10.2, E10.9.3, E10.9.4, and E10.9.5.

Type of Accumulation	Snowfall Measurement	Snow Accumulation Factor Calculation
(1) Recent	0-10.0 cm	$F = 1.000$
(2) Recent	Greater than 10.0 cm	$F = 1 + (0.90 \times (x - 10) / 10)$ where x is the number of centimeters of recent accumulation snowfall. $F = 1 + \left[0.90 \left(\frac{x - 10}{10} \right) \right]$
(3) Gradual	Starting after December 15th of Contract year or since the preceding clearing operation, whichever is later.	$F = 1.000$ or $F = (0.30 \times y) / 10$, whichever value is greater, where y is the number of centimeters of gradual accumulation snowfall.
(4) Combination of Recent and Gradual	0-10.0 cm (x) of recent and (y) cm of gradual starting after December 15 th of Contract year or since the preceding clearing operation, whichever is later.	$F = 1.000$ or $F = (x + (0.30 \times y)) / 10$, whichever value is greater, where x is the number of centimeters of recent accumulation snowfall and y is the number of centimeters of gradual accumulation snowfall.

(5) Combination of Recent and Gradual	Greater than 10.0 cm of recent (x) and (y) cm of gradual starting after December 15 th of Contract year or since the preceding clearing operation, whichever is later.	$F = 1 + (0.90 \times (x - 10) / 10) + ((0.30 \times y) / 10)$, where x is the number of centimeters of recent accumulation snowfall and y is the number of centimeters of gradual accumulation snowfall.
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E10.9.1 For a clearing operation required as a result of a Recent Accumulation of 10 cm or less (0-10 cm), the accumulation factor (F) is 1.00. Payment will be made at the unit price multiplied by the length in kilometres of traffic lanes cleared multiplied by 1.000.

Example: The total payment for a clearing operation after 9.3 cm of Recent Accumulation would be unit price × lane kilometres × 1.000).

E10.9.2 For a clearing operation required as a result of a Recent Accumulation in excess of 10 cm, the accumulation factor will be determined by adding 1.000 (which is the factor for the first 10 cm) to 90% of the snow accumulation in excess of 10 cm divided by ten (10). Payment will be made at the unit price multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: The snow accumulation factor for a clearing operation after 14.3 cm of Recent Accumulation, would be based on the calculation, $F = 1 + (0.9 \times (14.3 - 10) / 10) = 1.387$. The total payment for the clearing operation would be (unit price × lane kilometres × 1.387).

E10.9.3 For a clearing operation required as a result of a Gradual Accumulation, excluding salted or chemically cleared snow, the snow accumulation factor would be 1.000 or 30% of the Gradual Accumulation divided by ten (10), whichever value is greater. Payment will be made at the unit price multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: Assume that, on February 28th, the condition of the Priority III streets was such that a plowing operation was required and that no snowfall had occurred in the past 48 hours. The date of the last clearing operation was January 28th and 19 cm of snowfall (Gradual Accumulation) had fallen since that date. The snow accumulation factor would be 30% of 19 cm divided by 10, or $F = (0.30 \times 19) / 10 = 0.570$. Since the calculated factor is less than 1.000, the greater value of 1.000 would be used and the total payment for the clearing operation would be (unit price × lane kilometres × 1.000).

E10.9.4 For a clearing operation required as result of a Recent Accumulation of 10 cm or less (0-10 cm) and where there has also been Gradual Accumulation, excluding Gradual Accumulation that was salted or chemically treated, measured starting after December 15th of the Contract year or since the immediately preceding clearing operation, whichever is later, the snow accumulation factor will be 1.000 or the value calculated by adding the recent accumulation to 30% of the Gradual Accumulation and dividing the sum by ten (10), whichever value is greater. Payment will be made at the unit price multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: Assume that during the Contract year there has been a snowfall on January 20th of 5.0 cm with severe winds, and in the opinion of the Contract Administrator, there is a need for a snow clearing operation. Assume further that 14.5 cm of snow has Gradually Accumulated between December 15th and the commencement of the Recent Accumulation on January 20th. The snow accumulation factor and payment would be calculated as follows:

- (i) The Recent Accumulation of 5.0 cm is added to 30% of the Gradual Accumulation of 14.5 cm and the sum divided by 10 or $F = (5.0 + (0.30 \times 14.5)) / 10 = 0.935$. Since the calculated factor is less than 1.000, the total payment for the clearing operation would be (unit price × lane kilometres × 1.000).

Assume that in the above scenario the snowfall on January 20th was 8.0 cm. Then the snow accumulation factor and payment would be calculated as follows:

- (ii) The Recent Accumulation of 8.0 cm is added to 30% of the Gradual Accumulation of 14.5 cm and the sum divided by 10 or $F = (8.0 + (0.30 \times 14.5)) / 10 = 1.235$. The total payment for the clearing operation would be (unit price x lane kilometres x 1.235).

E10.9.5 For a clearing operation required as result of a Recent Accumulation of greater than 10 cm and where there has also been Gradual Accumulation measured starting after December 15th of the Contract year or since the immediately preceding clearing operation, whichever is later, the snow accumulation factor will be determined by adding 1.000 (which is the factor for the first 10 cm of Recent Accumulation) to 90% of the Recent Accumulation in excess of 10 cm divided by ten (10) and then adding 30% of the Gradual Accumulation and divided by ten (10). Payment will be made at the unit price multiplied by the length in kilometres of traffic lanes cleared multiplied by the snow accumulation factor.

Example: Assume that during the Contract year there has been a snowfall on January 20th of 16.8 cm and, in the opinion of the Contract Administrator, there is need for a snow clearing operation. Assume further that 20.5 cm of snow has Gradually Accumulated between December 15th and the commencement of the Recent Accumulation on January 20th. The snow accumulation factor and payment would be calculated by adding 1.000 for the first 10 cm of Recent Accumulation to 90% of 6.8 cm (which is the Recent Accumulation in excess of 10 cm) divided by 10 and then adding 30% of 20.5 cm (which is the Gradual Accumulation) divided by 10, or $F = 1.000 + (0.90 \times (16.8 - 10) / 10) + ((0.30 \times 20.5) / 10) = 2.227$. The total payment for the clearing operation would be (unit price x lane kilometres x 2.227).

- E10.10 Payment shall be made for snow clearing services, such as truck plowing or maintenance snow clearing between snow storms and snow clearing during major storms/blizzards, as specified in E2.1 of the Specifications at the Bid hourly rate per equipment class on Form B: Prices, as the case may be, multiplied by the hours actually worked for each specific class as determined by the Contract Administrator.
- E10.11 Payment for wings, ice blades, and/or straight blades for Motor Graders engaged in snow clearing operations shall be included in the unit price per lane kilometre or kilometre respectively in Form B: Prices, Item no. 1, 2 and 3.
- E10.12 Ice blades and wings specifically requested for Hourly work by the Contract Administrator or his designate will be compensated for at the same rate per hour as those specified in the "Hourly Rental Rate for Public Works Department for the 2023 to 2024 Snow Season".
- E10.13 The City shall guarantee to pay to the Contractor a minimum amount, referred to as the "Guaranteed Minimum Amount", equal to 60% of the unit price shown on Form B: Prices.
- E10.13.1 Payment for Work done shall be as provided in E8.1 and all such payments shall be deducted from the Guaranteed Minimum Amount.
- E10.13.2 On December 31st, all payments received by the Contractor under this Contract will be totalled and the total compared with 10% of the Total Bid Price. If the total of the payments received is less than 10% of the Total Bid Price, then the difference between the aforesaid figures will be paid to the Contractor as an advance on the Guaranteed Minimum Amount. The amount of the advance will be set off against subsequent payments for work done by the Contractor.
- E10.13.3 On February 28th, all payments received by the Contractor under this Contract for Work done and as an advance on the Guaranteed Minimum Amount will be totalled and that total compared with 35% of the Total Bid Price. If the total of the payments received is less than 35% of the Total Bid Price, then the difference will be paid to the Contractor as an advance on the Guaranteed Minimum Amount. The amounts of any advances received by the Contractor will be set off against subsequent payments for Work done by the Contractor pursuant to the Contract.
- E10.13.4 At the conclusion of the Contract year, all payments received by the Contractor or under this Contract for Work done or as an advance on the Guaranteed Minimum Amount will be totalled and that total compared with the Guaranteed Minimum Amount. Only when the

total of the payments received is less than the Guaranteed Minimum Amount will additional monies be payable by the City to the Contractor under the terms of this Contract.

- E10.14 The Contractor will not be compensated for any inconvenience and costs which may result from excavation Work on the streets, sidewalks or back lanes, the parking of vehicles on the roadway, vehicle movement, or any other obstruction to his Work.
- E10.15 The Contractor shall note that on the Regional Streets System portion of this Contract, the unit price shall include the cost of all necessary hauling for Priority I (Regional) Streets as specified in the Contract, identified in Appendix A with an asterisk.
- E10.16 The Contractor shall note that on the Priority I and Priority II street system portion of this Contract, the unit price bid shall include the cost of the 0.6 m median cut as specified in the contract.
- E10.17 It is the City of Winnipeg's intent to hold back five percent (5%) of progress estimates for all Work performed under this Contract as a damage deposit relating to E13 of the Specifications. These funds will be released when damages are rectified in accordance with E13.

E11. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

- E11.1 The unit prices specified on Form B: Prices will be adjusted on the first Contract anniversary date, and subsequent anniversary dates based on the percentage increase or decrease in unit prices for the Contract year from the All-items Consumer Price Index for Winnipeg, normally referred to by Statistics Canada as Table 326-0001. The calculation of the adjustment will be based on October 1st of the previous year to October 1st of the current year. The first inflationary adjustment shall occur on October 1, 2024. The maximum annual adjustment shall not exceed ten percent (10%).
- E11.2 The index used will be that prepared by Statistics Canada. Since the index may not be available until sometime after the adjustment date, the adjustment will be retroactive.

E12. PRICE ADJUSTMENT – FUEL COSTS

- E12.1 Notwithstanding C11.2, price adjustments for unforeseen fuel cost changes will include increases or decreases in the price of diesel fuel.
- E12.2 The City of Winnipeg will determine the Base Price of fuel costs based on the average diesel fuel price for the month of July of 2023 based on Natural Resources Canada Weekly Average Retail Prices for Fuel.
- E12.3 Price adjustments will be assessed on October 1st and on January 1st of each contract year.
- E12.3.1 Price adjustments will only be made for any fuel price increase or decrease in excess of three percent (3%).
- E12.3.2 The actual diesel fuel price (Actual Price) will be determined on the dates indicated in E12.2 using the average fuel price of the previous month (e.g. for October 1st the average price for the month of September will be used and for January 1st the average price for December will be used).
- E12.4 Price adjustments will be applied to seventeen percent (17%) of the unit price by the Contractor on all items, which is the portion of the bid price that is attributable to fuel.
- E12.4.1 If fuel prices increase by more than three percent (3%) of the Base Price identified in E12.2, then a price adjustment for fuel will be made and paid for based on the quantity of eligible work on each progress estimate following the date of adjustment in accordance with the following formula:
- Price Adjustment = (Actual Price – (1.03 × Base Price))
- E12.4.2 If fuel prices decrease by more than three percent (3%) of the Base Price, then a price adjustment for fuel will be made and paid for based on the quantity of eligible Work on

each progress estimate following the date of adjustment in accordance with the following formula:

$$\text{Price Adjustment} = ((0.97 \times \text{Base Price}) - \text{Actual Price})$$

E12.4.3 Unit Price is as follows:

$$\text{Unit Price Adjustment} = \text{Unit Price} - (\text{Price Adjustment} \times 0.17 \times \text{Unit Price}).$$

E13. DAMAGE TO PUBLIC AND PRIVATE PROPERTY

- E13.1 The Contractor will be held responsible for any damage to City or private property sustained as a result of his snow clearing operation. Prior to commencement of the first clearing operation, the Contractor shall document and/or photograph all existing damage to pavements, curbs, utilities, street furniture, street signs, parking meters, etc., and shall provide this information to the Contract Administrator for verification.
- E13.2 The Contractor shall immediately report damages to City or private property to the Contract Inspector.
- E13.3 Any damage to pavements, boulevards, trees, etc. that in no way present a hazard to either pedestrian or vehicular traffic shall be reported to the Contract Administrator and rectified by the Contractor in accordance with City of Winnipeg specifications prior to June 30th following the snow clearing season. Damages not rectified by June 30th may be rectified by the City or its agents and all costs shall be borne by the Contractor and shall be deducted from monies owing.

E13.3.1 Damage to tree bark caused by the Contractor while performing Clearing Operations will be assessed an inspection fee of fifty dollars (\$50.00). The fee will be assessed for each instance of bark damage to a given tree. The fee will be adjusted according to E11.

E13.3.2 Complete loss of a tree caused by the Contractor while performing Clearing Operations will result in:

- (a) A fee of seven-hundred-and-fifty dollars (\$750.00) will be assessed. The fee will be adjusted according to E11; or
- (b) The Contractor will supply and install a replacement tree(s) by October 21st following the date of tree loss with a two (2) year maintenance and warranty, in accordance with the standard requirements for planting trees on City boulevards listed below:

- (i) Trees are to be planted by a qualified contractor as approved by the Urban Forestry Branch or selected from the list of pre-qualified contractors to perform this work on City property. A list of pre-qualified contractors may be viewed at this link:

https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/Homeowner_Tree_Maintenance_Guidelines.stm

- (ii) Trees shall be planted in accordance with the City of Winnipeg Tree Planting Specification and Details:

https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Tree_Planting_and_Maintenance_Specification.pdf

Please note the link in Section E13.3.2(b)(ii) (above) of the Specification document is broken and needs to be updated - all relevant documents are provided below.

https://www.winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/SCD-517_Standard_Detail_for_Tree_Planting.pdf

https://www.winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/SCD-518_Special_Detail_for_Tree_Planting_with_Tree_Spade_Excavated_Pit.pdf

https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/SCD-519_Special_Detail_for_Tree_Planting_in_Restricted_Sites.pdf

- (iii) All trees to be planted shall be minimum 50 mm caliper to maximum 70 mm caliper, balled and burlapped nursery-grown stock with associated required root ball diameter, in accordance with the Canadian Nursery Stock Standard issued by the Canadian Nursery Landscape Association.
- (iv) A list of acceptable tree species for planting on City boulevards is located at: https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Acceptable_Tree_Species.pdf
- (v) Specific location and species of tree must be approved by the Urban Forestry Branch prior to planting taking place. The City reserves the right to inspect any trees supplied by the contractor prior to planting and may reject on site if the trees do not meet the standard.

E13.4 The Contractor shall repair all curbs damaged as a result of snow clearing operations. The repairs will be conducted at the exact locations at which the curb damage was assessed. The Contractor shall remove and dispose of any loose curb material prior to April 15th of each year.

E13.5 Any damage to street appurtenances such as, but not limited to, street light standards, signal lights, hydrants, valve boxes, railway signal arm protective devices shall be rectified immediately. If in the process of clearing snow from a street, the Contractor dislodges a manhole frame, it must be restored immediately. Failure to rectify damages immediately may result in the damages being rectified by the City or its agents and the associated costs borne by the Contractor. In the event that the manhole frame is damaged beyond replacement, the Contractor shall immediately install temporary warning devices to protect pedestrians and vehicles and notify the City at 311, so that a repair can be made by City forces. The costs for such repair will be borne totally by the Contractor.

E13.6 The Contractor shall repair any sod damage caused by his snow clearing operations with top soil and seed or with sod as directed by the Contract Administrator. All restorations shall be in accordance with City of Winnipeg Standard Construction Specifications.

E13.7 The Contractor shall replace with equal, any recycling bins or refuse containers destroyed, lost or misplaced by his operations at least one (1) day prior to the next refuse day cycle.

E14. PENALTIES

E14.1 Where the Contractor does not satisfactorily complete the Work on Priority I, II or III streets, sidewalks or back lanes in accordance with the time and quality requirements specified in E2, the Contractor shall be assessed a penalty.

E14.1.1 For Priority I streets, the penalty shall be in the amount of \$5,000.00 or an amount equal to fifty percent (50%) of the unit price per lane kilometre multiplied by the lane kilometres not satisfactorily completed multiplied by the snow accumulation factor, whichever is greater.

E14.1.2 For Priority II and Priority III streets, the penalty shall be in the amount of \$7,500.00 or an amount equal to fifty percent (50%) of the unit price per lane kilometre multiplied by the lane kilometres not satisfactorily completed multiplied by the snow accumulation factor, whichever is greater.

E14.1.3 For sidewalks, buffered bike lanes, pathways and back lanes, the penalty shall be in the amount of \$5,000.00 or an amount equal to fifty percent (50%) of the unit price per kilometre times the kilometres not satisfactorily completed, whichever is greater for each back lane or sidewalk.

E14.1.4 Streets and back lanes that the Contract Administrator deems to be deficient in whole and not in part will be considered incomplete and may be subject to the above penalty.

E14.2 Where the Contractor does not supply up to the minimum quantity and type of equipment identified in E3.1 within two hours as outlined in E3.1.6 of the Specifications, the Contractor shall be assessed a penalty of two thousand dollars (\$2,000.00) per piece of equipment per call out below the minimum number as specified in E3.1. The minimum requirement shall apply throughout the duration of the operation from call-out to release of equipment.

- E14.3 Where the Contractor does not satisfactorily perform any snow clearing operation in accordance with the requirements of E2, particularly in reference to the quality of the Work following an inspection by the Contract Administrator the Work shall be declared a deficiency. The Contractor shall be requested to rectify the portion of streets, sidewalks or back lanes found to be unsatisfactory in quality within twenty-four (24) hours of notification or in a time period to be agreed to by the Contract Administrator. Failure to respond may result in the City performing the required Work and charging the cost of such Work back to the Contractor.
- E14.4 Any performance deficiency related to E2 such as, but not limited to, depositing snow in unauthorized locations, depositing snow on private property, or not removing snow windrows from approaches, shall be rectified immediately by the Contractor. Failure to respond will result in the City or its agent rectifying the deficiencies and charging the costs back to the Contractor.
- E14.5 Where the Contractor fails to replace recycling bins or refuse containers as described in E13.7, the City will replace these items and assess a penalty of \$100.00 per item.

APPENDIX A – SOUTH AREA (SOUTH EAST) PRIORITY I STREETS

STREET NAME	FROM STREET	TO STREET	WINTER ROUTE	PRIORITY	LANE KMS
Chancellor Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
Chancellor Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
Chancellor Matheson Rd	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.04
Chancellor Matheson Rd	Chancellor Matheson Rd	Pembina Hw	Regional	P1	0.10
Chancellor Matheson Rd	Pembina Hw	Research Wy	Regional	P1	0.12
Chancellor Matheson Rd	Pembina Hw	Research Wy	Regional	P1	0.96
Chancellor Matheson Rd	Pembina Hw	Pembina Hw	Regional	P1	0.03
Chancellor Matheson Rd	Pembina Hw	Research Wy	Regional	P1	0.10
Chancellor Matheson Rd	Pembina Hw	Pembina Hw	Regional	P1	0.03
Chancellor Matheson Rd	Pembina Hw	Research Wy	Regional	P1	0.09
Chancellor Matheson Rd	Research Rd	Rh Wy	Regional	P1	0.06
Chancellor Matheson Rd	Research Rd	Rh Wy	Regional	P1	0.85
Chancellor Matheson Rd	Research Wy	Pembina Hw	Regional	P1	0.96
Chancellor Matheson Rd	Research Wy	Research Wy	Regional	P1	0.03
Chancellor Matheson Rd	Research Wy	Research Wy	Regional	P1	0.03
Chancellor Matheson Rd	Research Wy	Pembina Hw	Regional	P1	0.16
Chancellor Matheson Rd	Rh Wy	University Cr	Regional	P1	0.66
Chancellor Matheson Rd	Rh Wy	Rh Wy	Regional	P1	0.92
Chancellor Matheson Rd	University Cr	University Cr	Regional	P1	0.05
Chancellor Matheson Rd	University Cr	Rh Wy	Regional	P1	0.66
Chancellor Matheson Rd	University Cr	University Cr	Regional	P1	0.05
Cloutier Dr	Pembina Hw	Pembina Hw	Regional	P1	0.03
Dalhousie Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
Dalhousie Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
Dalhousie Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04

Dartmouth Dr	Pembina Hw	Pembina Hw	Regional	P1	0.03
De Leglise Av	Pembina Hw	Pembina Hw	Regional	P1	0.03
De Vos Rd	Pembina Hw	Pembina Hw	Regional	P1	0.04
Ducharme Av	Grandmont Bv	Ducharme Av	Regional	P1	0.03
Dysart Rd	University Cr	University Cr	Regional	P1	0.12
Grandmont Bv	Pembina Hw	Pembina Hw	Regional	P1	0.03
Grandmont Bv	Pembina Hw	Pembina Hw	Regional	P1	0.03
Greencrest Av	Pembina Hw	Pembina Hw	Regional	P1	0.05
Killarney Av	Pembina Hw	Pembina Hw	Regional	P1	0.04
Killarney Av	Pembina Hw	Pembina Hw	Regional	P1	0.04
Lemay Av	Pembina Hw	Pembina Hw	Regional	P1	0.03
Markham Rd	Pembina Hw	Pembina Hw	Regional	P1	0.05
Markham Rd	University Cr	University Cr	Regional	P1	0.02
Minerva Av	Pembina Hw	Pembina Hw	Regional	P1	0.04
Newdale Av	Pembina Hw	Pembina Hw	Regional	P1	0.05
* Pembina Hw	Bairdmore Bv	Dalhousie Dr	Regional	P1	0.74
* Pembina Hw	Bairdmore Bv	Pembina Hw	Regional	P1	0.92
* Pembina Hw	Bairdmore Bv	Greencrest Av	Regional	P1	0.73
* Pembina Hw	Bairdmore Bv	Bairdmore Bv	Regional	P1	0.04
* Pembina Hw	Bairdmore Bv	Newdale Av	Regional	P1	0.80
* Pembina Hw	Bishop Grandin Bv WB to Pembina Hw NB	Plaza Dr	Regional	P1	0.60
* Pembina Hw	Bison Dr	Dalhousie Dr	Regional	P1	0.07
* Pembina Hw	Bison Dr	Dalhousie Dr	Regional	P1	0.06
* Pembina Hw	Bison Dr	Dartmouth Dr	Regional	P1	1.85
* Pembina Hw	Bison Dr	Bairdmore Bv	Regional	P1	2.14
* Pembina Hw	Bison Dr	Dartmouth Dr	Regional	P1	0.15
* Pembina Hw	Chancellor Dr	Chancellor Dr	Regional	P1	0.03
* Pembina Hw	Chancellor Dr	Chancellor Dr	Regional	P1	0.03
* Pembina Hw	Chancellor Dr	Thatcher Dr	Regional	P1	0.98

* Pembina Hw	Chancellor Dr	Thatcher Dr	Regional	P1	1.01
* Pembina Hw	Chancellor Dr	Pembina Hw NB to Bishop Grandin Bv EB	Regional	P1	0.43
* Pembina Hw	Chancellor Matheson Rd	Dalhousie Dr	Regional	P1	2.12
* Pembina Hw	Cloutier Dr	Pembina Hw NB to PTH 100 EB	Regional	P1	0.02
* Pembina Hw	Cloutier Dr	PTH 100 EB to Pembina Hw SB	Regional	P1	0.14
* Pembina Hw	Cloutier Dr	Grandmont Bv	Regional	P1	0.77
* Pembina Hw	Dalhousie Dr	Dalhousie Dr	Regional	P1	0.04
* Pembina Hw	Dartmouth Dr	Chancellor Matheson Rd	Regional	P1	1.75
* Pembina Hw	Dartmouth Dr	Chancellor Matheson Rd	Regional	P1	0.22
* Pembina Hw	De La Digue Av	Ducharme Av	Regional	P1	0.76
* Pembina Hw	De La Digue Av	Lemay Av	Regional	P1	0.13
* Pembina Hw	De Leglise Av	Pembina Hw LaSalle River Bridge	Regional	P1	0.15
* Pembina Hw	De Vos Rd	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Des Trappistes St	Lemay Av	Regional	P1	0.14
* Pembina Hw	Des Trappistes St	Lemay Av	Regional	P1	0.13
* Pembina Hw	Ducharme Av	Grandmont Bv	Regional	P1	0.65
* Pembina Hw	Ducharme Av	Grandmont Bv	Regional	P1	0.63
* Pembina Hw	Ducharme Av	Station Rd	Regional	P1	0.66
* Pembina Hw	Father Labonte Av	Perreault Av	Regional	P1	0.72
* Pembina Hw	Father Labonte Av	Perreault Av	Regional	P1	0.72
* Pembina Hw	Father Labonte Av	Pembina Hw LaSalle River Bridge	Regional	P1	2.30
* Pembina Hw	Grandmont Bv	Grandmont Bv	Regional	P1	0.02
* Pembina Hw	Grandmont Bv	Grandmont Bv	Regional	P1	0.02
* Pembina Hw	Grandmont Bv	PTH 100	Regional	P1	0.62
* Pembina Hw	Greencrest Av	Kirkbridge Dr	Regional	P1	1.14
* Pembina Hw	Greencrest Av	Killarney Av	Regional	P1	1.13
* Pembina Hw	Killarney Av	Newdale Av	Regional	P1	1.66
* Pembina Hw	Killarney Av	Newdale Av	Regional	P1	1.69
* Pembina Hw	Killarney Av	Killarney Av	Regional	P1	0.03

* Pembina Hw	Kirkbridge Dr	Kirkbridge Dr	Regional	P1	0.04
* Pembina Hw	Lemay Av	Station Rd	Regional	P1	0.23
* Pembina Hw	Markham Rd	Southpark Dr	Regional	P1	0.58
* Pembina Hw	Markham Rd	Dartmouth Dr	Regional	P1	0.63
* Pembina Hw	Markham Rd	Southpark Dr	Regional	P1	0.08
* Pembina Hw	Markham Rd	Southpark Dr	Regional	P1	0.03
* Pembina Hw	Markham Rd	Dartmouth Dr	Regional	P1	0.58
* Pembina Hw	Minerva Av	Perreault Av	Regional	P1	1.49
* Pembina Hw	Minerva Av	Perreault Av	Regional	P1	1.49
* Pembina Hw	Minerva Av	PTH 75	Regional	P1	0.81
* Pembina Hw	Minerva Av	PTH 75	Regional	P1	0.83
* Pembina Hw	Newdale Av	Dalhousie Dr	Regional	P1	0.77
* Pembina Hw	PTH 100	De Vos Rd	Regional	P1	0.29
* Pembina Hw	PTH 100	PTH 100 WB to Pembina Hw NB	Regional	P1	0.12
* Pembina Hw	PTH 100 WB to Pembina Hw NB	Dalhousie Dr	Regional	P1	0.85
* Pembina Hw	PTH 100 WB to Pembina Hw SB	Pembina Hw SB to PTH 100 EB	Regional	P1	0.22
* Pembina Hw	Pembina Hw	Pembina Hw	No	P1	0.03
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Bairdmere Bv	Regional	P1	0.06
* Pembina Hw	Pembina Hw	Pembina Hw	No	P1	0.22
* Pembina Hw	Pembina Hw	Bishop Grandin Bv	Regional	P1	0.12
* Pembina Hw	Pembina Hw	University Cr	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw Overpass	Regional	P1	0.57
* Pembina Hw	Pembina Hw	University Cr	Regional	P1	0.12
* Pembina Hw	Pembina Hw	Bison Dr	Regional	P1	0.09
* Pembina Hw	Pembina Hw	Dartmouth Dr	Regional	P1	0.05
* Pembina Hw	Pembina Hw	Chancellor Matheson Rd	Regional	P1	0.09
* Pembina Hw	Pembina Hw	University Cr	Regional	P1	0.09

* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.03
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.02
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.05
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.05
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.05
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.04
* Pembina Hw	Pembina Hw	Chancellor Dr	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.05
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.08
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.07
* Pembina Hw	Pembina Hw	Pembina Hw	Regional	P1	0.06
* Pembina Hw	Pembina Hw LaSalle River Bridge	Turnbull Dr	Regional	P1	2.28
* Pembina Hw	Pembina Hw LaSalle River Bridge	Des Trappistes St	Regional	P1	0.14
* Pembina Hw	Pembina Hw NB to Bishop Grandin Bv WB	Bishop Grandin Bv WB to Pembina Hw NB	Regional	P1	0.38
* Pembina Hw	Pembina Hw NB to PTH 100 EB	PTH 100 EB to Pembina Hw NB	Regional	P1	0.33
* Pembina Hw	Pembina Hw NB to PTH 100 WB	PTH 100 EB to Pembina Hw NB	Regional	P1	0.22
* Pembina Hw	Pembina Hw NB to PTH 100 WB	De Vos Rd	Regional	P1	0.31
* Pembina Hw	Pembina Hw SB to PTH 100 EB	Cloutier Dr	Regional	P1	0.35
* Pembina Hw	Public Rd	Pembina Hw SB to Bishop Grandin Bv WB	Regional	P1	0.58
* Pembina Hw	Southpark Dr	Markham Rd	Regional	P1	0.04

* Pembina Hw	Southpark Dr	Markham Rd	Regional	P1	0.63
* Pembina Hw	Southpark Dr	Thatcher Dr	Regional	P1	0.85
* Pembina Hw	Southpark Dr	Thatcher Dr	Regional	P1	0.04
* Pembina Hw	Southpark Dr	Thatcher Dr	Regional	P1	0.83
* Pembina Hw	University Cr	Chancellor Dr	Regional	P1	0.71
* Pembina Hw	University Cr	University Cr	Regional	P1	0.16
* Pembina Hw	University Cr	Pembina Hw Overpass	Regional	P1	0.11
Pembina Hw LaSalle River Bridge	De Leglise Av	Turnbull Dr	Regional	P1	0.18
Pembina Hw LaSalle River Bridge	Father Labonte Av	Des Trappistes St	Regional	P1	0.18
Pembina Hw Overpass	Pembina Hw	Pembina Hw	Regional	P1	0.55
Pembina Hw Overpass	Pembina Hw	Pembina Hw	Regional	P1	0.33
Perreault Av	Pembina Hw	Pembina Hw	Regional	P1	0.04
Research Wy	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.04
Research Wy	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.04
Rh Wy	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.04
Sifton Rd	University Cr	University Cr	Regional	P1	0.02
Southpark Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
Thatcher Dr	Pembina Hw	Pembina Hw	Regional	P1	0.03
Thatcher Dr	University Cr	University Cr	Regional	P1	0.02
Turnbull Dr	Pembina Hw	Pembina Hw	Regional	P1	0.04
University Cr	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.03
University Cr	Chancellor Matheson Rd	Chancellor Matheson Rd	Regional	P1	0.03
University Cr	Chancellor Matheson Rd	Dysart Rd	Regional	P1	0.63
University Cr	Dysart Rd	Sifton Rd	Regional	P1	0.32
University Cr	Dysart Rd	Chancellor Matheson Rd	Regional	P1	0.72
University Cr	Markham Rd	Thatcher Dr	Regional	P1	0.78
University Cr	Markham Rd	Sifton Rd	Regional	P1	0.38
University Cr	Pembina Hw	Wedgewood Dr	Regional	P1	0.45

University Cr	Pembina Hw	Pembina Hw	Regional	P1	0.14
University Cr	Sifton Rd	Dysart Rd	Regional	P1	0.22
University Cr	Sifton Rd	Markham Rd	Regional	P1	0.38
University Cr	Thatcher Dr	Markham Rd	Regional	P1	0.78
University Cr	Thatcher Dr	Wedgewood Dr	Regional	P1	0.55
University Cr	University Cr	Pembina Hw	Regional	P1	0.11
University Cr	University Cr	University Cr	Regional	P1	0.02
University Cr	University Cr	University Cr	Regional	P1	0.02
University Cr	Wedgewood Dr	Pembina Hw	Regional	P1	0.80
University Cr	Wedgewood Dr	Thatcher Dr	Regional	P1	0.54
Wedgewood Dr	University Cr	University Cr	Regional	P1	0.02
Total					63.85

“*” denotes snow to be cleared from streets and lane intersections, pedestrian crosswalks and corridors, private approaches, railway crossings and bus stops to be hauled away when street cleared.

APPENDIX B - SOUTH AREA (SOUTH EAST) PRIORITY II STREETS

STREET NAME	FROM STREET	TO STREET	WINTER ROUTE	PRIORITY	LANE KMS
Allegheny Dr	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.02
Aurora St	Silverstone Av	Townsend Av	Non Regional	P2	0.21
Aurora St	Townsend Av	Pasadena Av	Non Regional	P2	0.23
Baylor Av	Bryn Mawr Rd	Mount Allison By	Non Regional	P2	0.17
Baylor Av	Bryn Mawr Rd	Leeds Av	Non Regional	P2	0.18
Baylor Av	Dalhousie Dr	Leeds Av	Non Regional	P2	0.50
Baylor Av	Magdalene By	Magdalene By	Non Regional	P2	0.17
Baylor Av	Magdalene By	Killarney Av	Non Regional	P2	0.23
Baylor Av	Mount Allison By	Magdalene By	Non Regional	P2	0.17
Baylor Av	Mount Allison By	Mount Allison By	Non Regional	P2	0.15
Cloutier Dr	Burnham Rd	Stormont Dr	Non Regional	P2	1.48
Cloutier Dr	Kilkenny Dr	Victor Pleshko Pl	Non Regional	P2	0.46
Cloutier Dr	Macbell Rd	Victor Pleshko	Non Regional	P2	0.22
Cloutier Dr	Pembina Hw	Burnham Rd	Non Regional	P2	1.20
Cloutier Dr	Stormont Dr	Macbell Rd	Non Regional	P2	0.48
Dalhousie Dr	Allegheny Dr	Ulster St	Non Regional	P2	0.41
Dalhousie Dr	Allegheny Dr	Silverstone Av	Non Regional	P2	0.84
Dalhousie Dr	Bromley Pl	Nuffield Pl	Non Regional	P2	0.69
Dalhousie Dr	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.02
Dalhousie Dr	Dalhousie Dr	Pembina Hw	Non Regional	P2	0.06
Dalhousie Dr	Dalhousie Dr	Pembina Hw	Non Regional	P2	0.06
Dalhousie Dr	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.03
Dalhousie Dr	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.02
Dalhousie Dr	Emory Rd	Rice Rd	Non Regional	P2	0.17
Dalhousie Dr	Greyfriars Rd	St Edmunds By	Non Regional	P2	0.17
Dalhousie Dr	Killarney Av	Rutgers By	Non Regional	P2	0.17
Dalhousie Dr	Killarney Av	St Dunstans By	Non Regional	P2	0.17

Dalhousie Dr	Leeds Av	Nuffield Pl	Non Regional	P2	0.18
Dalhousie Dr	Millikin Rd	Radcliffe Rd	Non Regional	P2	0.17
Dalhousie Dr	Millikin Rd	Selwyn Pl	Non Regional	P2	0.17
Dalhousie Dr	Nuffield Pl	Ryerson Av	Non Regional	P2	0.04
Dalhousie Dr	Pembina Hw	Ulster St	Non Regional	P2	0.55
Dalhousie Dr	Pembina Hw	Baylor Av	Non Regional	P2	0.75
Dalhousie Dr	Purdue By	Purdue By	Non Regional	P2	0.16
Dalhousie Dr	Purdue By	Silverstone Av	Non Regional	P2	0.18
Dalhousie Dr	Purdue By	Rutgers By	Non Regional	P2	0.16
Dalhousie Dr	Radcliffe Rd	St Dunstans By	Non Regional	P2	0.13
Dalhousie Dr	Rice Rd	St Edmunds By	Non Regional	P2	0.17
Dalhousie Dr	Rochester Av	Greyfriars Rd	Non Regional	P2	0.17
Dalhousie Dr	Rochester Av	Newcastle Rd	Non Regional	P2	0.18
Dalhousie Dr	Rochester Av	Prescot Rd	Non Regional	P2	0.18
Dalhousie Dr	Silverstone Av	Dalhousie Dr	Non Regional	P2	0.15
Dalhousie Dr	Silverstone Av	Allegheny Dr	Non Regional	P2	0.87
Dalhousie Dr	St Dunstans By	St Dunstans By	Non Regional	P2	0.17
Dalhousie Dr	Ulster St	Allegheny Dr	Non Regional	P2	0.41
Dalhousie Dr	Ulster St	Pembina Hw	Non Regional	P2	0.54
Dartmouth Dr	Dartmouth Dr	Pembina Hw	Non Regional	P2	0.04
Dartmouth Dr	Snow St	Pembina Hw	Non Regional	P2	0.58
De Leglise Av	Campeau St	La Barriere St	Non Regional	P2	0.25
De Leglise Av	La Barriere St	St Pierre St	Non Regional	P2	0.47
De Leglise Av	Landry St	Campeau St	Non Regional	P2	0.08
De Leglise Av	Pembina Hw	Landry St	Non Regional	P2	0.43
Des Trappistes St	Pembina Hw	Villeneuve Bv	Non Regional	P2	0.36
Ducharme Av	Houde Dr	Houde Dr	Non Regional	P2	0.18
Ducharme Av	Houde Dr	Houde Dr	Non Regional	P2	0.44
Ducharme Av	Houde Dr	Le Maire St	Non Regional	P2	0.18
Ducharme Av	Houde Dr	Villeneuve Bv	Non Regional	P2	0.20

Ducharme Av	Pembina Hw	Villeneuve Bv	Non Regional	P2	0.30
Grandmont Bv	Bellemer Dr	Berard Wy	Non Regional	P2	0.25
Grandmont Bv	Berard Wy	Delorme Pl	Non Regional	P2	0.23
Grandmont Bv	Bibeaudel Pl	Julien Pl	Non Regional	P2	0.15
Grandmont Bv	Bonin By	Le Maire St	Non Regional	P2	0.17
Grandmont Bv	Bonin By	Nolin Av	Non Regional	P2	0.24
Grandmont Bv	Cross Creek Pl	Waverley St	Non Regional	P2	0.19
Grandmont Bv	Cross Creek Pl	Cross Creek Pl	Non Regional	P2	0.07
Grandmont Bv	Delorme By	Lamirande Pl	Non Regional	P2	0.11
Grandmont Bv	Delorme Pl	Lamirande Pl	Non Regional	P2	0.06
Grandmont Bv	Grandmont Bv	Grandmont Bv	Non Regional	P2	0.03
Grandmont Bv	Grandmont Bv	Pembina Hw	Non Regional	P2	0.25
Grandmont Bv	Julien Pl	Cross Creek Pl	Non Regional	P2	0.06
Grandmont Bv	Laurent Pl	Payment St	Non Regional	P2	0.16
Grandmont Bv	Le Maire St	Pirson Cr	Non Regional	P2	0.17
Grandmont Bv	Mestre Pl	Mestre Pl	Non Regional	P2	0.03
Grandmont Bv	Mestre Pl	Solomon Pl	Non Regional	P2	0.07
Grandmont Bv	Mestre Pl	St Denis Pl	Non Regional	P2	0.04
Grandmont Bv	Nolin Av	Delorme By	Non Regional	P2	0.05
Grandmont Bv	Pembina Hw	Bellemer Dr	Non Regional	P2	0.57
Grandmont Bv	Pirson Cr	Payment St	Non Regional	P2	0.23
Grandmont Bv	St Denis Pl	Laurent Dr	Non Regional	P2	0.15
Grandmont Bv	Verrier Pl	Solomon Pl	Non Regional	P2	0.16
Kilkenny Dr	Burgess Av	Cloutier Dr	Non Regional	P2	0.40
Kilkenny Dr	Burgess Av	Longstone Pl	Non Regional	P2	0.24
Kilkenny Dr	Colindale Cv	Prestwood Pl	Non Regional	P2	0.27
Kilkenny Dr	Colindale Cv	Rice Rd	Non Regional	P2	0.66
Kilkenny Dr	Kings Dr	Patricia Av	Non Regional	P2	1.09
Kilkenny Dr	Patricia Av	Radcliffe Rd	Non Regional	P2	0.64
Kilkenny Dr	Prestwood Pl	Radcliffe Rd	Non Regional	P2	0.29

Kilkenny Dr	Rice Rd	Whitehaven Rd	Non Regional	P2	0.55
Kilkenny Dr	Whitehaven Rd	Longstone Pl	Non Regional	P2	0.17
Killarney Av	Acadia By	Greyfriars Rd	Non Regional	P2	0.18
Killarney Av	Acadia By	Briar Cliff By	Non Regional	P2	0.17
Killarney Av	Acadia By	Acadia By	Non Regional	P2	0.18
Killarney Av	Baylor Av	Pembina Hw	Non Regional	P2	0.41
Killarney Av	Briar Cliff By	Dalhousie Dr	Non Regional	P2	0.20
Killarney Av	Briar Cliff By	Briar Cliff By	Non Regional	P2	0.17
Killarney Av	Caledon Rd	Baylor Av	Non Regional	P2	0.22
Killarney Av	Caledon Rd	Greyfriars Rd	Non Regional	P2	0.50
Killarney Av	Killarney Av	Pembina Hw	Non Regional	P2	0.05
Killarney Av	Pembina Hw	Killarney Av	Non Regional	P2	0.21
Kings Dr	Avila Av	Parkwood Pl	Non Regional	P2	0.11
Kings Dr	Grierson Av	Grierson Av	Non Regional	P2	0.12
Kings Dr	Grierson Av	Pasadena Av	Non Regional	P2	0.13
Kings Dr	Grierson Av	Seier By	Non Regional	P2	0.06
Kings Dr	Kilkenny Dr	End	Non Regional	P2	0.11
Kings Dr	Kilkenny Dr	Kings Park Dr	Non Regional	P2	0.13
Kings Dr	Kings Park Dr	Patricia Av	Non Regional	P2	0.11
Kings Dr	Parkwood Pl	Silverstone Av	Non Regional	P2	0.10
Kings Dr	Pasadena Av	Townsend Av	Non Regional	P2	0.23
Kings Dr	Patricia Av	Avila Av	Non Regional	P2	0.21
Kings Dr	Seier By	Freedman Cr	Non Regional	P2	0.15
Kings Dr	Silverstone Av	The Drive Af	Non Regional	P2	0.21
Le Maire St	Bellemer Dr	Grandmont Bv	Non Regional	P2	0.32
Le Maire St	La Porte Dr	Ducharme Av	Non Regional	P2	0.54
Le Maire St	La Porte Dr	Bellemer Dr	Non Regional	P2	0.13
Lemay Av	La Barriere St	St Pierre St	Non Regional	P2	0.61
Lemay Av	Landry St	Pembina Hw	Non Regional	P2	0.41
Lemay Av	Landry St	La Barriere St	Non Regional	P2	0.36

Markham Rd	Markham Rd	Pembina Hw	Non Regional	P2	0.04
Markham Rd	Snow St	Pembina Hw	Non Regional	P2	0.17
Markham Rd	Snow St	Pembina Hw	Non Regional	P2	0.09
Markham Rd	University Cr	Snow St	Non Regional	P2	1.04
Pasadena Av	April St	University Cr	Non Regional	P2	0.16
Pasadena Av	Aurora St	University Cr	Non Regional	P2	0.39
Pasadena Av	Kings Dr	April St	Non Regional	P2	0.27
Radcliffe Rd	Dalhousie Dr	Livingston Pl	Non Regional	P2	0.17
Radcliffe Rd	Kilkenny Dr	Vassar Rd	Non Regional	P2	0.19
Radcliffe Rd	Linacre Rd	Oberlin Rd	Non Regional	P2	0.17
Radcliffe Rd	Linacre Rd	Michigan Av	Non Regional	P2	0.20
Radcliffe Rd	Michigan Av	Livingston Pl	Non Regional	P2	0.18
Radcliffe Rd	Oberlin Rd	Vassar Rd	Non Regional	P2	0.30
Silverstone Av	Aurora St	Townsend Av	Non Regional	P2	0.37
Silverstone Av	Aurora St	Leach St	Non Regional	P2	0.22
Silverstone Av	Celtic By	Celtic By	Non Regional	P2	0.17
Silverstone Av	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.02
Silverstone Av	Dalhousie Dr	McGill Av	Non Regional	P2	0.18
Silverstone Av	Kings Dr	Leach St	Non Regional	P2	0.52
Silverstone Av	Laval Dr	Macalester By	Non Regional	P2	0.17
Silverstone Av	Macalester By	McMasters Rd	Non Regional	P2	0.17
Silverstone Av	McGill Av	McMasters Rd	Non Regional	P2	0.16
Silverstone Av	Tamworth By	Tamworth By	Non Regional	P2	0.17
Silverstone Av	Tamworth By	Tunis By	Non Regional	P2	0.17
Silverstone Av	Tunis By	Townsend Av	Non Regional	P2	0.17
Snow St	Dartmouth Dr	Markham Rd	Non Regional	P2	0.33
St Pierre St	De Leglise Av	Du Couvent Av	Non Regional	P2	0.22
St Pierre St	Du Couvent Av	Lord Av	Non Regional	P2	0.20
St Pierre St	Lemay Av	St Gabriel Av	Non Regional	P2	0.23
St Pierre St	St Gabriel Av	Lord Av	Non Regional	P2	0.15

Turnbull Dr	Courchaine Rd	Pembina Hw	Non Regional	P2	1.82
Turnbull Dr	Turnbull Dr	Pembina Hw	Non Regional	P2	0.05
Ulster St	Dalhousie Dr	Dalhousie Dr	Non Regional	P2	0.02
University Cr	Grierson Av	Pasadena Av	Non Regional	P2	0.24
University Cr	Grierson Av	Freedman Cr	Non Regional	P2	0.14
Villeneuve Bv	Des Trappistes St	Gendreau Av	Non Regional	P2	0.40
Villeneuve Bv	Gendreau Av	Ducharme Av	Non Regional	P2	0.63
Waverley St	Grandmont Bv	Perimeter 100 Hw	Non Regional	P2	0.27
Waverley St	PTH 100	South Perimeter Service Road S	Non Regional	P2	0.33
Waverley St	Public Rd	Ethan Boyer Way	Non Regional	P2	0.44
Agassiz Dr	Thatcher Dr	Wedgewood Dr	No	P3E	0.35
Campeau St	De Leglise Av	St Therese Av	No	P3E	0.12
Campeau St	St Therese Av	End	No	P3E	0.12
De La Digue Av	Pembina Hw	Landry St	No	P3E	0.21
Houde Dr	Ducharme Av	Lestang St	No	P3E	0.37
Landry St	De Leglise Av	St Gabriel Av	No	P3E	0.06
Landry St	Lemay Av	De La Digue Av	No	P3E	0.06
Landry St	Lemay Av	St Gabriel Av	No	P3E	0.11
Leach St	Avila Av	Patricia Av	No	P3E	0.11
Leach St	Avila Av	Silverstone Av	No	P3E	0.11
Patricia Av	Kings Dr	Leach St	No	P3E	0.27
Patricia Av	Leach St	Kilkenny Dr	No	P3E	0.47
St Therese Av	Campeau St	La Barriere St	No	P3E	0.13
Turnbull Dr	Courchaine Rd	End	No	P3E	0.63
Wedgewood Dr	Agassiz Dr	University Cr	No	P3E	0.09
Total					46.19

APPENDIX C – SOUTH AREA (SOUTH EAST) PRIORITY III STREETS

STREET NAME	FROM STREET	TO STREET	WINTER ROUTE	PRIORITY	LANE KMS
Acadia By	Killarney Av	Killarney Av	No	P3	0.96
Agassiz Dr	Darcy Dr	Thatcher Dr	No	P3	0.20
Agassiz Dr	Glengarry Dr	End	No	P3	0.08
Agassiz Dr	Glengarry Dr	Wedgewood Dr	No	P3	0.19
Agassiz Dr	Thatcher Dr	Wedgewood Dr	No	P3	0.70
Allegheny Dr	Dalhousie Dr	Bayridge Av	No	P3	0.23
Allegheny Dr	Ulster St	Dalhousie Dr	No	P3	0.82
April St	Grierson Av	Pasadena Av	No	P3	0.24
Avila Av	Kings Dr	Leach St	No	P3	0.51
Baldry By	Cornell Dr	Cornell Dr	No	P3	0.83
Bayridge Av	Allegheny Dr	End	No	P3	0.34
Bayridge Av	Allegheny Dr	Ulster St	No	P3	0.41
Bayridge Av	Ulster St	End	No	P3	0.25
Bellemer Dr	Chabbert Pl	Demers Pl	No	P3	0.30
Bellemer Dr	Demers Pl	Ramage Pl	No	P3	0.10
Bellemer Dr	Gervais Pl	Parisien Pl	No	P3	0.08
Bellemer Dr	Gervais Pl	Chabbert Pl	No	P3	0.15
Bellemer Dr	Grandmont Bv	Ramage Pl	No	P3	0.12
Bellemer Dr	Lafleur Pl	Le Maire St	No	P3	0.40
Bellemer Dr	Lafleur Pl	Parisien Pl	No	P3	0.06
Bellemer Dr	Parisien Pl	Parisien Pl	No	P3	0.03
Berard Wy	Grandmont Bv	Gosselin By	No	P3	0.19
Berard Wy	Peloquin By	Dubois Pl	No	P3	0.20
Berard Wy	Peloquin By	Gosselin By	No	P3	0.19
Bibeaudel Pl	Grandmont Bv	End	No	P3	0.07
Bonin By	Grandmont Bv	End	No	P3	0.15
Briar Cliff By	Killarney Av	Killarney Av	No	P3	0.93
Bridgeport Pl	Gillingham Av	Gillingham Av	No	P3	0.17

Bromley Pl	Dalhousie Dr	End	No	P3	0.20
Bryn Mawr Rd	Baylor Av	Dalhousie Dr	No	P3	1.00
Burgess Av	Gonville Pl	Rochester Av	No	P3	0.51
Burgess Av	Gonville Pl	Wendover Pl	No	P3	0.19
Burgess Av	Wendover Pl	Kilkenny Dr	No	P3	0.24
Caledon Rd	Killarney Av	Summerside Av	No	P3	0.25
Caledon Rd	Mapleridge Av	Summerside Av	No	P3	0.21
Campeau St	De Leglise Av	St Therese Av	No	P3	0.24
Campeau St	St Therese Av	End	No	P3	0.23
Carrigan Pl	Ulster St	End	No	P3	0.52
Celtic By	Silverstone Av	Silverstone Av	No	P3	0.63
Chabbert Pl	Bellemer Dr	Bellemer Dr	No	P3	0.12
Champagne Cr	Dubois Pl	Lamirande Pl	No	P3	0.54
Charette St	Du Couvent Av	St Gabriel Av	No	P3	0.25
Chatham Pl	Morningside Dr	End	No	P3	0.14
Colindale Cv	Kilkenny Dr	End	No	P3	0.06
Cornell Dr	Baldry By	Linacre Rd	No	P3	0.17
Cornell Dr	Baldry By	Baldry By	No	P3	0.17
Cornell Dr	Baldry By	Silverstone Av	No	P3	0.51
Cross Creek Pl	Grandmont Bv	Grandmont Bv	No	P3	0.15
Darcy Dr	Agassiz Dr	End	No	P3	0.18
Darcy Dr	Agassiz Dr	Glengarry Dr	No	P3	0.74
Darcy Dr	Glengarry Dr	End	No	P3	0.09
De La Digue Av	Pembina Hw	Landry St	No	P3	0.42
Delorme By	Delorme Pl	Grandmont Bv	No	P3	0.23
Delorme By	Delorme Pl	Grandmont Bv	No	P3	0.37
Delorme Pl	Delorme By	Grandmont Bv	No	P3	0.20
Demers Pl	Bellemer Dr	Bellemer Dr	No	P3	0.27
Des Trappistes St	Du Monastere St	Villeneuve Bv	No	P3	1.11
Dorge Dr	Gendreau Av	Gendreau Av	No	P3	1.02
Du Couvent Av	Charette St	St Pierre St	No	P3	0.20

Du Couvent Av	La Barriere St	Charette St	No	P3	0.34
Du Couvent Av	St Pierre St	End	No	P3	0.26
Du Monastere St	Des Trappistes St	Des Trappistes St	No	P3	0.33
Dubois Pl	Berard Wy	End	No	P3	0.20
Dubois Pl	Berard Wy	Champagne Cr	No	P3	0.17
Dubois Pl	Champagne Cr	End	No	P3	0.14
Dufort Pl	La Porte Dr	La Porte Dr	No	P3	0.16
Emory Rd	Dalhousie Dr	Rice Rd	No	P3	0.39
Fordham By	Cornell Dr	Cornell Dr	No	P3	0.75
Gendreau Av	Dorge Dr	Lestang St	No	P3	0.44
Gendreau Av	Dorge Dr	Lestang St	No	P3	0.26
Gendreau Av	Dorge Dr	Villeneuve Bv	No	P3	0.20
Gervais Pl	Bellemer Dr	Bellemer Dr	No	P3	0.14
Gillingham Av	Bridgeport Pl	Hadley Pl	No	P3	0.25
Gillingham Av	Bridgeport Pl	Rice Rd	No	P3	0.18
Gillingham Av	Hadley Pl	Whitehaven Rd	No	P3	0.16
Glengarry Dr	Thatcher Dr	Agassiz Dr	No	P3	0.51
Glengarry Dr	Thatcher Dr	Darcy Dr	No	P3	0.20
Gonville Pl	Burgess Av	Burgess Av	No	P3	0.20
Gosselin By	Berard Wy	End	No	P3	0.10
Greencrest Av	Ulster St	Pembina Hw	No	P3	0.79
Greyfriars Rd	Dalhousie Dr	Lafayette By	No	P3	0.33
Greyfriars Rd	Killarney Av	Loyola By	No	P3	0.23
Greyfriars Rd	Lafayette By	Lafayette By	No	P3	0.17
Greyfriars Rd	Lafayette By	Loyola By	No	P3	0.17
Greyfriars Rd	Loyola By	Loyola By	No	P3	0.17
Grierson Av	April St	Kings Dr	No	P3	0.34
Grierson Av	April St	University Cr	No	P3	0.17
Grierson Av	Kings Dr	End	No	P3	0.15
Grierson Av	University Cr	Pasadena Av	No	P3	0.98
Grimston Rd	Valence Av	Valence Av	No	P3	0.44

Hadley Pl	Gillingham Av	Gillingham Av	No	P3	0.20
Houde Dr	Ducharme Av	Lestang St	No	P3	0.74
Houde Dr	Ducharme Av	Ducharme Av	No	P3	0.99
Houde Dr	Lestang St	Ducharme Av	No	P3	0.90
Jolibois Pl	Bellemer Dr	Bellemer Dr	No	P3	0.16
Julien Pl	Grandmont Bv	End	No	P3	0.08
La Barriere St	De Leglise Av	St Therese Av	No	P3	0.24
La Barriere St	De Leglise Av	Du Couvent Av	No	P3	0.20
La Barriere St	Du Couvent Av	St Gabriel Av	No	P3	0.07
La Barriere St	Lemay Av	St Gabriel Av	No	P3	0.23
La Grave St	Lemay Av	Lord Av	No	P3	0.37
La Porte Dr	Dufort Pl	Payment St	No	P3	0.14
La Porte Dr	Le Maire St	Dufort Pl	No	P3	0.20
La Porte Pl	Payment St	Payment St	No	P3	0.38
Lafayette By	Greyfriars Rd	Greyfriars Rd	No	P3	0.73
Lafleur Pl	Bellemer Dr	Bellemer Dr	No	P3	0.21
Lamirande Pl	Champagne Cr	Nolin Av	No	P3	0.13
Lamirande Pl	Grandmont Bv	Champagne Cr	No	P3	0.16
Lamirande Pl	Nolin Av	End	No	P3	0.12
Landry St	De Leglise Av	St Gabriel Av	No	P3	0.11
Landry St	Lemay Av	St Gabriel Av	No	P3	0.22
Landry St	Lemay Av	De La Digue Av	No	P3	0.13
Laurent Cv	Laurent Dr	End	No	P3	0.06
Laurent Dr	Grandmont Bv	Laurent Cv	No	P3	0.49
Laurent Dr	Grandmont Bv	Laurent Cv	No	P3	0.14
Laurent Dr	Laurent Dr	Laurent Cv	No	P3	0.11
Laurent Dr	Laurent Dr	Laurent Cv	No	P3	0.03
Laurent Dr	Laurent Dr	Laurent Cv	No	P3	0.59
Laurent Pl	Grandmont Bv	End	No	P3	0.09
Laval Dr	Pasadena Av	McMasters Rd	No	P3	0.76
Laval Dr	Pasadena Av	Silverstone Av	No	P3	0.44

Le Maire St	Gendreau Av	Ducharme Av	No	P3	0.67
Leach St	Avila Av	Patricia Av	No	P3	0.21
Leach St	Avila Av	Silverstone Av	No	P3	0.22
Leclair Pl	Payment St	End	No	P3	0.06
Leeds Av	Baylor Av	Newcastle Rd	No	P3	0.48
Leeds Av	Newcastle Rd	Dalhousie Dr	No	P3	0.46
Lemay Av	La Grave St	Villa Maria Pl	No	P3	0.22
Lemay Av	La Grave St	St Pierre St	No	P3	0.18
Lemay Av	Lord Av	Villa Maria Pl	No	P3	0.16
Lestang St	Gendreau Av	Houde Dr	No	P3	0.18
Linacre Rd	Cornell Dr	Radcliffe Rd	No	P3	0.69
Linacre Rd	Cornell Dr	Vassar Rd	No	P3	0.23
Linacre Rd	Michigan Av	Radcliffe Rd	No	P3	0.67
Linacre Rd	Vassar Rd	Vassar Rd	No	P3	0.04
Livingston Pl	Radcliffe Rd	End	No	P3	0.13
Longstone Pl	Kilkenny Dr	Kilkenny Dr	No	P3	0.37
Lord Av	La Grave St	Lord Av	No	P3	0.15
Lord Av	Lemay Av	Lord Av	No	P3	0.45
Lord Av	Lemay Av	End	No	P3	0.10
Lord Av	Lord Av	End	No	P3	0.15
Lord Av	Lord Av	Lord Av	No	P3	0.21
Lord Av	St Pierre St	La Grave St	No	P3	0.22
Louisiana Pl	Michigan Av	End	No	P3	0.05
Loyola By	Greyfriars Rd	Greyfriars Rd	No	P3	0.73
MacBell Rd	Cloutier Dr	End	No	P3	0.26
Macalester By	Silverstone Av	Silverstone Av	No	P3	0.82
Magdalene By	Baylor Av	Baylor Av	No	P3	0.67
Mapleridge Av	Caledon Rd	Ulster St	No	P3	0.51
Mapleridge Av	Caledon Rd	End	No	P3	0.26
McGill Av	McMasters Rd	Silverstone Av	No	P3	0.50
McGill Pl	McMasters Rd	McMasters Rd	No	P3	0.38

McMasters Rd	Laval Dr	Silverstone Av	No	P3	0.69
McMasters Rd	McGill Av	Laval Dr	No	P3	0.10
Mestre Pl	Grandmont Bv	Grandmont Bv	No	P3	0.09
Miami Pl	Ryerson Av	Ryerson Av	No	P3	0.19
Michigan Av	Linacre Rd	Radcliffe Rd	No	P3	0.36
Michigan Av	Linacre Rd	Millikin Rd	No	P3	0.12
Michigan Av	Louisiana Pl	Rice Rd	No	P3	0.18
Michigan Av	Louisiana Pl	Millikin Rd	No	P3	0.19
Millikin Rd	Dalhousie Dr	Michigan Av	No	P3	0.48
Morningside Dr	Chatham Pl	Valence Av	No	P3	0.50
Morningside Dr	Chatham Pl	Rochester Av	No	P3	0.36
Mount Allison By	Baylor Av	Baylor Av	No	P3	0.74
Newcastle Rd	Dalhousie Dr	Leeds Av	No	P3	0.78
Nolin Av	Grandmont Bv	Nolin Pl	No	P3	0.28
Nolin Av	Lamirande Pl	Nolin Pl	No	P3	0.18
Nolin Pl	Nolin Av	End	No	P3	0.12
Nuffield Pl	Dalhousie Dr	Dalhousie Dr	No	P3	0.23
Oberlin Rd	Radcliffe Rd	Vassar Rd	No	P3	0.55
Parisien Pl	Bellemer Dr	Bellemer Dr	No	P3	0.12
Parkwood Pl	Kings Dr	The Drive Af	No	P3	0.34
Pasadena Av	Aurora St	Grierson Av	No	P3	0.37
Pasadena Av	Grierson Av	Tulane By	No	P3	0.18
Pasadena Av	Laval Dr	Temple By	No	P3	0.17
Pasadena Av	Temple By	Temple By	No	P3	0.17
Pasadena Av	Temple By	Tulane By	No	P3	0.17
Pasadena Av	Tulane By	Tulane By	No	P3	0.17
Patricia Av	Kings Dr	Leach St	No	P3	0.54
Patricia Av	Leach St	Kilkenny Dr	No	P3	0.95
Payment St	La Porte Dr	Payment St	No	P3	0.19
Payment St	Leclair Pl	Grandmont Bv	No	P3	0.18
Payment St	Payment St	End	No	P3	0.05

Payment St	Payment St	Pirson Cr	No	P3	0.31
Payment St	Pirson Cr	Leclair Pl	No	P3	0.16
Peloquin By	Berard Wy	End	No	P3	0.10
Petersfield Pl	Rochester Av	End	No	P3	0.26
Pirson Cr	Grandmont Bv	Payment St	No	P3	0.54
Prescot Rd	Dalhousie Dr	Ryerson Av	No	P3	0.41
Prestwood Pl	Kilkenny Dr	End	No	P3	0.26
Purdue By	Dalhousie Dr	Dalhousie Dr	No	P3	0.84
Ramage Pl	Bellemer Dr	Bellemer Dr	No	P3	0.16
Rice Rd	Emory Rd	Ryerson Av	No	P3	0.17
Rice Rd	Emory Rd	Dalhousie Dr	No	P3	0.23
Rice Rd	Gillingham Av	Michigan Av	No	P3	0.12
Rice Rd	Gillingham Av	Sunbury Pl	No	P3	0.08
Rice Rd	Kilkenny Dr	Sunbury Pl	No	P3	0.18
Rice Rd	Michigan Av	Ryerson Av	No	P3	0.08
Rochester Av	Burgess Av	Rochester Pl	No	P3	0.17
Rochester Av	Dalhousie Dr	Morningside Dr	No	P3	0.26
Rochester Av	Morningside Dr	Valence Av	No	P3	0.27
Rochester Av	Petersfield Pl	Valence Av	No	P3	0.26
Rochester Av	Petersfield Pl	Valence Av	No	P3	0.19
Rochester Av	Ryerson Av	Dalhousie Dr	No	P3	0.40
Rochester Av	Thornhill By	Valence Av	No	P3	0.17
Rochester Av	Thornhill By	Burgess Av	No	P3	0.17
Rochester Av	Thornhill By	Thornhill By	No	P3	0.17
Rochester Av	Whitehaven Rd	Ryerson Av	No	P3	0.28
Rochester Av	Whitehaven Rd	Rochester Pl	No	P3	0.17
Rochester Pl	Rochester Av	Rochester Pl	No	P3	0.19
Rutgers By	Dalhousie Dr	Dalhousie Dr	No	P3	0.84
Ryerson Av	Miami Pl	Rice Rd	No	P3	0.34
Ryerson Av	Prescot Rd	Rochester Av	No	P3	0.17
Ryerson Av	Prescot Rd	Dalhousie Dr	No	P3	0.67

Ryerson Av	Rochester Av	Miami Pl	No	P3	0.17
Seier By	Kings Dr	Kings Dr	No	P3	0.20
Selwyn Pl	Dalhousie Dr	End	No	P3	0.09
Snow St	Dartmouth Dr	End	No	P3	0.30
Solomon Pl	Grandmont Bv	End	No	P3	0.06
St Denis Pl	Grandmont Bv	End	No	P3	0.09
St Dunstans By	Dalhousie Dr	Dalhousie Dr	No	P3	0.79
St Edmunds By	Dalhousie Dr	Dalhousie Dr	No	P3	0.60
St Gabriel Av	Charette St	St Pierre St	No	P3	0.20
St Gabriel Av	Charette St	La Barriere St	No	P3	0.40
St Gabriel Av	La Barriere St	Landry St	No	P3	0.35
St Pierre St	De Leglise Av	St Therese Av	No	P3	0.28
St Pierre St	St Pierre St	St Pierre St	No	P3	0.14
St Pierre St	St Therese Av	End	No	P3	0.72
St Therese Av	Campeau St	La Barriere St	No	P3	0.25
St Therese Av	La Barriere St	St Pierre St	No	P3	0.62
Station Rd	Pembina Hw	End	No	P3	0.13
Stormont Dr	Cloutier Dr	End	No	P3	0.47
Summerside Av	Caledon Rd	End	No	P3	0.37
Sunbury Pl	Rice Rd	End	No	P3	0.25
Tamworth By	Silverstone Av	Silverstone Av	No	P3	0.63
Temple By	Pasadena Av	Pasadena Av	No	P3	0.68
Thatcher Dr	Agassiz Dr	Wedgewood Dr	No	P3	0.51
Thatcher Dr	Glengarry Dr	Wedgewood Dr	No	P3	0.17
Thatcher Dr	Glengarry Dr	End	No	P3	0.09
Thatcher Dr	Pembina Hw	University Cr	No	P3	0.77
Thatcher Dr	University Cr	Agassiz Dr	No	P3	0.54
Thornhill By	Rochester Av	Rochester Av	No	P3	0.83
Townsend Av	Aurora St	Silverstone Av	No	P3	0.57
Townsend Av	Kings Dr	Aurora St	No	P3	0.76
Tulane By	Pasadena Av	Pasadena Av	No	P3	0.68

Tunis By	Silverstone Av	Silverstone Av	No	P3	0.80
Turnbull Dr	Courchaine Rd	End	No	P3	1.27
Ulster St	Allegheny Dr	Carrigan Pl	No	P3	0.21
Ulster St	Bayridge Av	Dalhousie Dr	No	P3	0.22
Ulster St	Dalhousie Dr	Carrigan Pl	No	P3	0.22
Ulster St	Greencrest Av	Mapleridge Av	No	P3	0.19
Valence Av	Grimston Rd	Rochester Av	No	P3	0.17
Valence Av	Grimston Rd	Morningside Dr	No	P3	0.17
Valence Av	Grimston Rd	Grimston Rd	No	P3	0.44
Valence Av	Morningside Dr	Rochester Av	No	P3	0.34
Vassar Rd	Linacre Rd	Oberlin Rd	No	P3	0.16
Vassar Rd	Linacre Rd	Linacre Rd	No	P3	0.14
Vassar Rd	Oberlin Rd	Radcliffe Rd	No	P3	0.18
Verrier Pl	Grandmont Bv	End	No	P3	0.05
Victor Pleshko Pl	Cloutier Dr	Cloutier Dr	No	P3	0.13
Villa Maria Pl	Lemay Av	End	No	P3	0.10
Wadham By	Dalhousie Dr	Dalhousie Dr	No	P3	0.79
Wedgewood Dr	Agassiz Dr	Thatcher Dr	No	P3	0.48
Wedgewood Dr	Agassiz Dr	University Cr	No	P3	0.18
Wendover Pl	Burgess Av	Burgess Av	No	P3	0.19
Whitehaven Rd	Gillingham Av	Rochester Av	No	P3	0.27
Whitehaven Rd	Kilkenny Dr	Gillingham Av	No	P3	0.19
Total					87.21

APPENDIX D – HISTORICAL WEATHER DATA

YEAR	TOTAL ANNUAL SNOWFALL [CENTIMETER]
1974-1975	125.2
1975-1976	136.2
1976-1977	64.4
1977-1978	73.1
1978-1979	148.6
1979-1980	108
1980-1981	72.5
1981-1982	77.2
1982-1983	77.4
1983-1984	56.3
1984-1985	93.2
1985-1986	124.2
1986-1987	120.2
1987-1988	65.4
1988-1989	153.6
1989-1990	96.4
1990-1991	120.5
1991-1992	133
1992-1993	111.6
1993-1994	82
1994-1995	88.6
1995-1996	202.5
1996-1997	211.4
1997-1998	104.1
1998-1999	144.7
1999-2000	71.4
2000-2001	109.7
2001-2002	105.4
2002-2003	90.9
2003-2004	149.8
2004-2005	136.6
2005-2006	151.2
2006-2007	135.6
2007-2008	111.9
2008-2009	129.2
2009-2010	81.6
2010-2011	149.1
2011-2012	72.6
2012-2013	151
2013-2014	177
2014-2015	82.0
2015-2016	124.0
2016-2017	81.2.
2017-2018	48.8
2018-2019	114.8

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2019-2020

2020-2021

2021-2022

150.0

100.8

196.6



APPENDIX E - SOUTH AREA (SOUTH EAST) PRIORITY II AT AND PRIORITY III AT STREETS

STREET NAME	FROM STREET	TO STREET	AT PRIORITY	LANE KMS
Cloutier Dr	Burnham Rd	Stormont Dr	P2 AT	1.48
Cloutier Dr	Kilkenny Dr	Victor Pleshko Pl	P2 AT	0.46
Cloutier Dr	Macbell Rd	Victor Pleshko	P2 AT	0.22
Cloutier Dr	Pembina Hw	Burnham Rd	P2 AT	1.20
Cloutier Dr	Stormont Dr	Macbell Rd	P2 AT	0.48
Kilkenny Dr	Burgess Av	Cloutier Dr	P2 AT	0.40
Kilkenny Dr	Burgess Av	Longstone Pl	P2 AT	0.24
Kilkenny Dr	Colindale Cv	Prestwood Pl	P2 AT	0.27
Kilkenny Dr	Colindale Cv	Rice Rd	P2 AT	0.66
Kilkenny Dr	Kings Dr	Patricia Av	P2 AT	1.09
Kilkenny Dr	Patricia Av	Radcliffe Rd	P2 AT	0.64
Kilkenny Dr	Prestwood Pl	Radcliffe Rd	P2 AT	0.29
Kilkenny Dr	Rice Rd	Whitehaven Rd	P2 AT	0.55
Kilkenny Dr	Whitehaven Rd	Longstone Pl	P2 AT	0.17
Kings Dr	Avila Av	Parkwood Pl	P2 AT	0.11
Kings Dr	Grierson Av	Grierson Av	P2 AT	0.12
Kings Dr	Grierson Av	Pasadena Av	P2 AT	0.13
Kings Dr	Grierson Av	Seier By	P2 AT	0.06
Kings Dr	Kilkenny Dr	Kings Park Dr	P2 AT	0.13
Kings Dr	Kings Park Dr	Patricia Av	P2 AT	0.11
Kings Dr	Parkwood Pl	Silverstone Av	P2 AT	0.10
Kings Dr	Pasadena Av	Townsend Av	P2 AT	0.23
Kings Dr	Patricia Av	Avila Av	P2 AT	0.21
Kings Dr	Seier By	Freedman Cr	P2 AT	0.15
Kings Dr	Silverstone Av	The Drive Af	P2 AT	0.21
Agassiz Dr	Darcy Dr	Thatcher Dr	P3 AT	0.20
Darcy Dr	Agassiz Dr	Glengarry Dr	P3 AT	0.74
Darcy Dr	Agassiz Dr	End	P3 AT	0.18
Darcy Dr	Glengarry Dr	End	P3 AT	0.09
Thatcher Dr	University Cr	Agassiz Dr	P3 AT	0.54