



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 65-2017**

**MECHANICAL DUST FREE SWEEPING OF SIDEWALKS IN THE NORTH AREA**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Qualification	5
B12. Opening of Bids and Release of Information	5
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	6
B16. Award of Contract	7

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

#### Submissions

D8. Authority to Carry on Business	2
D9. Insurance	2

#### Schedule of Work

D10. Commencement	3
D11. Total Performance	3
D12. Liquidated Damages	3

#### Control of Work

D13. Job Meetings	4
D14. The Workplace Safety and Health Act (Manitoba) – Qualifications	4
D15. Safety	4
D16. Inspection	5

#### Measurement and Payment

D17. Payment	5
D18. Payment Schedule	5

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Work	1

E3. Cleanup	2
E4. Contractor's Responsibilities	3
E5. Equipment	3
E6. Work Reports	4
E7. Deficiencies	4

**APPENDIX A - 2017 SPRING SIDEWALK SWEEPING AREA**

**APPENDIX B - TYPICAL SWEEPING DIAGRAM**

**APPENDIX C - MECHANICAL SIDEWALK SWEEPING INSPECTION STANDARDS**

**APPENDIX D - WORKER VISIBILITY**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MECHANICAL DUST FREE SWEEPING OF SIDEWALKS IN THE NORTH AREA

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 3, 2017.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

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

### **B4. 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 Bid Opportunity 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 Bid Opportunity, 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- 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;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a)
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

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

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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

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

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

## **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. QUALIFICATION**

### **B11.1 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.

### **B11.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

### **B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

### **B11.4 Further to B11.3(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) 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
- (b) 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
- (c) 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/>.)

### **B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.**

### **B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.**

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

### **B12.1 Bid Submissions will not be opened publicly.**



- B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

### **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(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.

B15.4.1 Further to B15.1(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.

B15.5 This Contract will be awarded as a whole.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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 responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B15 .

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of manual and mechanical dust free sweeping of sidewalks in the North Area.

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

- (a) Manual sweeping of pushed material to the center of the sidewalks.
- (b) Mechanically pick up material in a dust free manner to dispose of it.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Cleanup**" means the removal of debris and abrasives by mechanical or other means, including manual scraping and sweeping, where necessary, to fully expose the paved surface and to provide the highest level of cleanliness possible;
- (b) "**Paved**" means surfaced with Portland Cement concrete, asphaltic concrete, paving stone, paving block or any combination thereof;
- (c) "**Sidewalk**" means any paved area between the face of curb at street pavement and the property line, or beyond, as hereinafter specified, and includes private approaches, lane approaches, bus stop pads, splashstrip and any other areas specified in Appendix "B" or elsewhere in the specification.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

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

Telephone No. 204-986-7087

Email Address: jeanlambert@winnipeg.ca

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

#### D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

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

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

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

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204-949-1174

D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

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

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance specified in D9.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D11. TOTAL PERFORMANCE**

- D11.1 The Contractor shall achieve Total Performance within fifteen (15) consecutive Working Days of he commencement of the Work as specified in D10.
- D11.2 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.
- D11.3 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.

### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day ed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## CONTROL OF WORK

### D13. JOB MEETINGS

- D13.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D14.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

### D15. SAFETY

- D15.1 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.
- D15.2 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.
- D15.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;
  - (g) the Contractor shall be in possession of a current copy of the Manual of Temporary Traffic Controls as a condition to award of contract, Manuals are available from:  
<http://winnipeg.ca/publicworks/trafficControl/manualTempTrafficControl.stm>
  - (h) the Contractor shall supply all signs, cones, and other temporary traffic control devices necessary for the performance of his duties;
  - (i) where "Moving Worksite" alternatives are acceptable, vehicle placement shall conform with the required distance specifications;
  - (j) no employee shall occupy the curb lane in performance of his or her duties without protection as required by the applicable situation of the Manual of Temporary Traffic Control or as otherwise directed by the City to enhance safety;
  - (k) the Contractor shall ensure that all personnel engaged in cleanup wear and utilize:
    - (i) a disposable respirator with a N-95 classification;
    - (ii) wear a reflectorized safety vest;

- (iii) wear safety boots;
  - (iv) wear City of Winnipeg Standard Class III apparel when working in low light or night time conditions. Reflective wrist and ankle cuff bands in addition to safety vest can be used to meet this requirement (see Appendix D).
- (l) failure to meet acceptable safety standards may result in the closure of the Work Site until acceptable safety standards are met.

## **D16. INSPECTION**

- D16.1 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.
- D16.2 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.

## **MEASUREMENT AND PAYMENT**

### **D17. PAYMENT**

- D17.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D18. PAYMENT SCHEDULE**

- D18.1 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) Payment will be made on the basis of the square metres of work completed and accepted by the City as free of deficiencies.
  - (b) Progress payments will be submitted for processing when approximately 50% of the work is completed. Subsequent payments will be related to job performance. The final payment will be made within fourteen (14) days of total completion and acceptance of work.
  - (c) The City will hold back five percent (5%) of Progress Estimates as a damage/clearance deposit. These funds will be released forty days (40) after total completion and acceptance of work.



## 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>Specification No.</u>	<u>Specification Title</u>
APPENDIX A	2017 Spring Sweeping Area
APPENDIX B	Typical Sweeping Diagram
APPENDIX C	Mechanical Sidewalk Sweeping Inspection Standards
APPENDIX D	Class III Safety Standard

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	2017 Spring Sidewalk Sweeping Contract Map

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. WORK

E2.1 The Work shall consist of the supply of all labour, materials, tools, equipment and supervision necessary of spring cleanup of sidewalks at various locations in the City of Winnipeg in accordance with applicable specifications.

E2.2 At any public or private establishment where a paved apron or filler strip extends beyond the property line, and is not separated by a fence, curb, stone or other barrier, the Contractor shall clean up such paved area up to a width of 1.5 metres beyond the property line. Such areas are included in the estimated quantities in Appendix A.

E2.3 No equipment shall travel on the bridge sidewalks listed as excluded in Appendix "A".

E2.4 The interiors of Transit shelters are excluded from this Contract.

E2.5 Where large amounts of mud have accumulated on a sidewalk as a direct result of water main breaks and/or repairs, the City will endeavour to remove excessive amounts in advance of sidewalk sweeping as may be reasonably attained using a front-end loader or similar devices subject to E4.

E2.6 The sidewalks included in this Contract are identified in Appendix A. The total area shown in square metres may change in the event of minor additions or deletions.

E2.7 If, after a successful cleanup, adverse weather results in the requirement of another clean up operation, the Contractor shall repeat cleanup as instructed by the Contract Administrator. Payment will be at the same unit price as initial cleanup.

E2.8 Commencement will be at the discretion of the Contract Administrator subject to suitable weather conditions.

E2.9 Where overnight temperatures are not favourable for night time operations, the City, at its sole discretion, may require the Work to proceed during the daytime until temperatures improve.

E2.10 The Contractor shall establish a suitable routing system designed to provide reasonable continuity and expediency in completing Work on a street-by-street basis. The routing shall take into consideration any priorities designated by the City. The Contractor shall submit the routing system and schedule at least 24 hours prior to starting the work so that the City can co-ordinate street sweeping activities.

- E2.11 In designing a routing system, the Contractor shall take into consideration the need for a contingency plan in the event that conditions (i.e. temporary inaccessibility or residual ice, etc.) may temporarily render a limited portion or one complete side of a street unsuitable for sweeping until a later date. The contingency plan shall provide for that portion affected to be swept at the earliest possible date.
- E2.12 The Contractor shall accommodate reasonable alternations in the routine or scheduling that the City may deem necessary or desirable due to unforeseen circumstances and consideration for the public. The Contractor shall submit his routing system to the City for review at the earliest possible date after the pre-commencement meeting, and prior to the commencement of Work.
- The following sidewalks shall be swept first:
- (a) Pioneer (Main St – Waterfront Dr)
  - (b) William Stephenson Way (Main St – Waterfront Dr)
  - (c) Provencher Bridge (Waterfront Dr – Tache Ave)
  - (d) Esplande Riel (Waterfront Dr – Tache Ave)
- E2.13 All work is to be completed within fifteen (15) working days from the start up date except as follows:
- (a) Adjustments made for inclement weather, or
  - (b) Other extensions as may be granted by the Contract Administrator.
- E2.14 The Contractor may work at any time of the day or night except as follows:
- (a) Within one block in any direction from a schoolyard or hospital, cleanup shall not take place between 08:00 hours and 16:00 hours, Monday to Friday, inclusive, without a specific waiver from the Contract Administrator.
- E2.15 The Contractor shall not occupy the curb lane from 07:00 to 09:00 hours and 15:30 to 17:30 hours where posted.

### **E3. CLEANUP**

- E3.1 The Contractor shall manually sweep around poles, light standards, hydrants, around and under benches, mail boxes, newspaper stands and in front of buildings to provide a high level of cleanliness.
- E3.2 The City will be the sole judge of the quality standard relating to the level of cleanliness, as per Appendix C.
- E3.3 The Contractor shall not sweep or scrape material off the sidewalks and into gutters. The Contractor shall immediately remove any materials inadvertently left in the gutters as the result of either manual sweeping or machine dumping operations.
- E3.4 Where the Contractor elects to mechanically pre-scrape full-width sidewalks, mechanical scraping shall not take place within 0.3 metres of the face of curb to prevent excessive amounts of material being deposited in the gutter. The Contractor shall give notice to the Contract Administrator of the time and location of the pre-scrape operation.
- E3.5 The Contract shall remove all materials from the gutter at the sidewalk ends to the satisfaction of the Contract Administrator.
- E3.6 All dirt, garbage or rubbish collected during a shift shall be disposed of by the end of the shift. Streets utilized for temporary storage of materials must be signed in strict conformance with the City of Winnipeg Manual of Temporary Traffic Control and shall not be left overnight. Non-conformance may result in removal by the City at the Contractor's cost. It is mandatory that the Contractor shall dispose of accumulated materials and have it stock piled at the designated

location at the McPhillips snow dump or an alternate location as identified by the Contract Administrator if site conditions do not allow for hauling and storage.

- E3.7 Further to E3.6, the Contractor may, with the approval of the Contract Administrator, temporarily stockpile the material on private property. The Contractor shall then haul this material to the McPhillips snow dump or alternate location as identified by the Contract Administrator if the site conditions do not allow for hauling and storage. Additional cost incurred by the Contractor for hauling the material to the alternate location will not be considered by the City.

#### **E4. CONTRACTOR'S RESPONSIBILITIES**

- E4.1 The Contractor shall become familiar with the locations, extent and purpose of the proposed Work, and shall determine the actual conditions and requirements of the Work.

- E4.1.1 Where the Contractor finds an existing situation as noted in E2.5 he shall notify the Contract Administrator and allow a minimum of 48 hours in his work schedule for the City to rectify such a condition.

- E4.2 The Contractor shall have a qualified supervisor on duty at all times with each crew. This individual may be a working member of the crew; however, he/she must have full authority to direct other personnel and shall be responsible for the quality of Work, safety procedures and adherence to all regulations pertaining to the performance of the Contract.

#### **E5. EQUIPMENT**

- E5.1 Power sweeping equipment shall be of the mechanical-vacuum type or other suitable dust free operation acceptable to the Contract Administrator.

- E5.2 Dump trucks using the curb lane for loading of sweepings must be equipped in accordance with the latest edition of the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets.

- E5.3 All vehicles shall be equipped in accordance with the Highway Traffic Act, shall be in good working order and shall include the following:

- (a) at least two (2) headlights.
- (b) brake lights at rear (where applicable), and
- (c) at least one (1) oscillating amber light on special mobile machines (where applicable).

- E5.4 All equipment shall be clearly labelled, indicating the Contractor's name and unit number. Letter and numbers used for identification purposes must be a minimum of 100mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine.

- E5.5 All equipment listed shall be made available for inspection by the Contract Administrator prior to the award of the contract. The inspection may include a demonstration that the equipment;

- (a) operates in a dust free manner, and
- (b) provide a high degree of sidewalk cleanliness acceptable to the Contract Administrator.

- E5.6 Power sweepers shall be used on bridges and sidewalks within the contract limits specified in Appendix A only if:

- (a) the equipment meets the following:
  - (i) Maximum Width (Frame) = 1.7 m (54")
  - (ii) Maximum Empty Weight = 1110 kg (2450 lbs.)
  - (iii) Maximum Loaded Capacity = 1565 kg (3450 lbs.)
- (b) Operation of equipment on bridge sidewalk does not cause damages to bridge sidewalks, railings, parapets or barriers.

**E6. WORK REPORTS**

E6.1 The City will supply the Contractor with Daily Work Report forms. A copy of the completed Work Report shall be faxed to the Streets Maintenance Division (Fax # 204-986-5566)

**E7. DEFICIENCIES**

E7.1 The Contractor must respond to all deficiencies within twenty-four (24) hours of being notified. Failure to respond will give the City the option of rectifying the deficiencies and deducting the cost of the work from the payment to the Contractor.

E7.2 Failure to remove/dispose of debris and abrasives to a proper disposal site will be considered to be a deficiency and may be dealt with as previously stated in E7.

## APPENDIX A - 2017 SPRING SIDEWALK SWEEPING AREA

Prioritization of the sweeping of sidewalks in this schedule of streets shall be subject to the City's approval.

1. Specific bridge decks to be excluded:

N/A

2. Time Limits: All work described above is to be completed within **15** working days from start-up date except as follows:

- (a) Adjustments made for inclement weather, or
- (b) Other extensions as may be granted by the Contract Administrator.

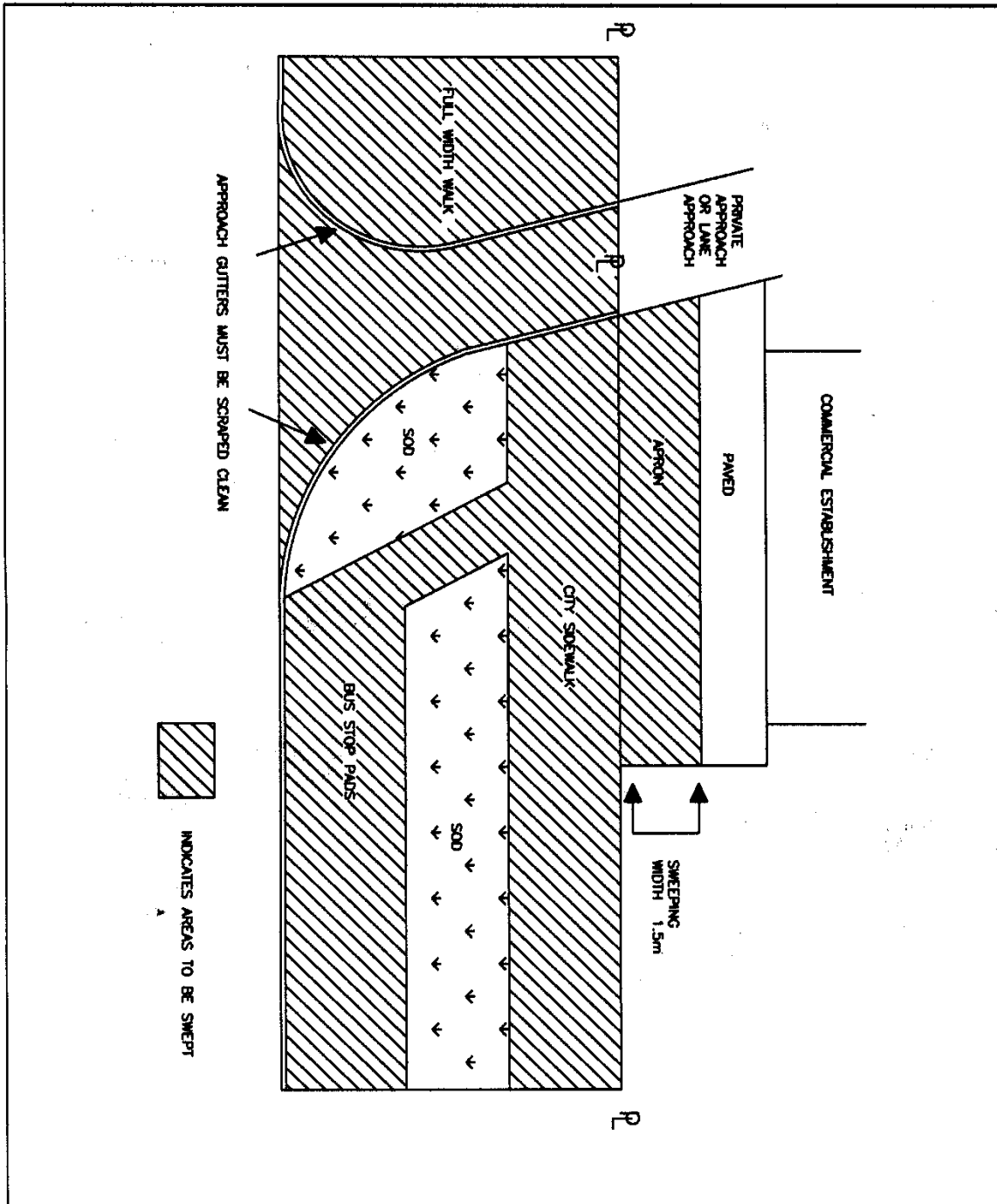
To complete the contract within 15 working days, the average daily accomplishment should be 12,000 m<sup>2</sup>.


The following table may be subject to change due to minor additions, deletions or as other circumstances may indicate:

ST_NAME	ST_FROM	ST_TO	SURFACE_AREA	UOM
Adelaide St	Elgin Ave	Notre Dame Ave	2005.7	m2
Albert St	Bannatyne Ave	Notre Dame Ave	2196.8	m2
Alexander Av	Waterfront Dr	Martha St	1208.6	m2
Alexander Av	Main St	Princess St	678.5	m2
Amy St.	James Ave	Rupert Ave	256.0	m2
Annabella St	Sutherland Ave	Higgins Ave	1055.9	m2
Arthur St	Bannatyne Ave	Notre Dame Ave	1419.3	m2
Austin St	Higgins Ave	Henry Ave	717.6	m2
Balmoral St	St. Mary Ave	Logan Ave.	4362.8	m2
Bannatyne Ave	Waterfront Dr	Princess St	4611.0	m2
Bertha St	Market Ave	James Ave.	119.9	m2
Broadway Af	Osborne St N	Portage Ave	4473.5	m2
Colony St	Portage Ave	Ellice Ave	1552.6	m2
Disraeli Fwy	Main St	Lilly St.	1175.4	m2
Donald St	Notre Dame Ave	Ellice Ave	775.5	m2
Edmonton St	Notre Dame Ave	Ellice Ave	353.0	m2
Elgin Ave	Princess St	Adelaide St	554.4	m2
Ellice Ave	Rail Crossing - East of Empress St	Garry St	16387.8	m2
Esplanade Riel Pedestrian Bridge	Waterfront Dr	Tache Ave	3441.5	m2
Good St	Portage Ave	St Mary Ave	600.4	m2
Hargrave St	Notre Dame Ave	Ellice Ave	1263.5	m2
Henry Ave	Disraeli Fwy	Princess St	1229.2	m2
Higgins Ave	Princess St	Narin Ave	9970.4	m2
Isabel St	Notre Dame Ave	Logan Ave	4585.8	m2
James Ave	Lily St	Waterfront Dr	603.1	m2
James Ave	Princess St	Main St	922.7	m2
John Hirsch Pl	East End	West End	997.3	m2
King St	Higgins Ave	Smith St	5449.4	m2
Lily St	Henry Ave	Market Ave	1788.4	m2
Logan Ave	McPhillips St	Disraeli St	11293.4	m2
Lombard Ave	Waterfront Dr	Main St	2748.2	m2
Maple St	Higgins Ave	Henry Ave	869.5	m2
Market Ave	Bertha St	Main St	1604.3	m2
Martha St	Henry Ave	Rupert Ave	1052.1	m2
McDermot Ave	Waterfront Dr	Hargrave St	4081.2	m2
Memorial Blvd	St. Mary Ave	Portage Ave	1579.1	m2
Notre Dame Ave	McPhillips St	Portage Ave	13042.3	m2
Osborne St N	St Mary Ave	Osborne Bridge	3151.4	m2
Pacific Ave	Waterfront Dr	Princess St	2394.7	m2
Pioneer Ave	Waterfront Dr	Main St	2438.1	m2
Portage Ave E	Westbrook St	Main St	1001.2	m2

Princess St	Higgins Ave	Notre Dame Ave	4937.0	m2
Rorie St	Market Ave	Lombard Ave	1628.0	m2
Rupert Ave	Amy St	Princess St	2241.7	m2
Sargent Ave	Edmonton St	Rail Crossing	13680.6	m2
Sherbrook St	Notre Dame Ave	Logan Ave	3383.5	m2
Smith St	Notre Dame Ave	Ellice Ave	565.0	m2
Spence St	Ellice Ave	Portage Ave	765.0	m2
St Mary Ave	Colony St	Portage Ave	994.0	m2
Wesley Ave	East End	Main St	74.9	m2
Westbrook St	Lombard Ave	William Stephenson Wy	1148.4	m2
William Ave	Main St	McPhillips St	13006.6	m2
William Stephenson Ave.	Main St	Tache Ave	5397.3	m2
York Ave	Israel Asper Wy	Main St	1816.0	m2
York Ave	Memorial Blvd	Colony St	383.3	m2
Young St	Ellice Ave	Portage Ave	1491.5	m2
Waterfront Dr	York Ave	Pacific Ave	5072.8	m2
			<b>176597.1</b>	<b>m2</b>

### APPENDIX B - TYPICAL SWEEPING DIAGRAM



 <b>THE CITY OF WINNIPEG</b> PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION TECHNOLOGY SERVICES BRANCH 100 - 1188 PACIFIC AVE	<b>APPENDIX "B"</b> TYPICAL SWEEPING DIAGRAM		DATE: 01-02-01	DRAWING NO. 01
			DRAWN BY: T.W.D.	SCALE: N.T.S



## APPENDIX C - MECHANICAL SIDEWALK SWEEPING INSPECTION STANDARDS

### OBJECTIVE

To provide a high standard of cleanliness on those Streets that have a high public profile due to large volumes of pedestrian traffic and are highly visible to the tourist traffic.

### QUALITY OF WORKMANSHIP

A high standard of work is essential to achieve the above-mentioned objective. Therefore, the following quality standards will be applied by way of a field inspection on a block-by-block basis.

### QUALITY STANDARDS

1. RESIDUAL FINES: Is the amount of dust or fine material left behind. These are to be kept to a minimum.
2. TAILINGS: Occasionally, when a machine is not functioning efficiently, a small trail of granular material is left behind and must be removed.

Placing one hand labourer behind the operation as a clean up man helps to rectify this problem.

3. SCRAPING: All areas of hard packed mud and granular material must be scraped loose. The only exception is where large quantities of mud, due to a watermain break, result in an excessive situation, in which case, the Inspector will arrange to have the Waterworks people remove the heavy material from these areas so that no more than one inch (1") remains. The balance is to be removed by the Contractor.
4. APPURTENANCES: (Under and/or around benches, newspaper and mail boxes, poles and to include level doorways)

Where possible, moveable appurtenances should be shifted to ensure that all material around and under items have been removed.

5. GUTTERS: All material from sidewalk (and curbs where applicable) is to be cleaned up and removed by the Contractor. Anything in excess of 10 mm of material which goes into the gutter as the result of scraping and hand labour operations, is to be removed by the Contractor. It is advisable, therefore, to instruct all personnel to scrape and hand sweep this material in towards the sidewalk to minimize this problem. The only alternative is to make a pass along the gutter on completion of the walk.

Either of the above alternatives may result in the need to utilize the curb lane, in which case, short term signing in accordance with the City of Winnipeg, Manual of Temporary Traffic Control must be adhered to. All foremen/lead hands are to be made familiar with this manual in the event of its need for implementation.

Failure to meet these standards will require spot locations or entire streets/sidewalks to be swept again within 24 hours.

## APPENDIX D - WORKER VISIBILITY

Every worker engaged in work within the “public right of way” or exposed to the hazards of vehicular traffic/powered mobile equipment shall:

- (i) Wear a blaze orange or yellow-green CSA Class II vest s a minimum during daylight. Wear blaze orange fluorescent or yellow-green outer clothing or Safety Ankle Bands CSA Class III during periods of low visibility and darkness (see figures below).

### CLASS III – MINIMUM VISIBILITY STANDARD

