



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 519-2018

MISCELLANEOUS SEWER CLEANING AND INSPECTIONS

Note to Bidders: Please be aware of revisions to B13.4

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	4
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	7
B17. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Cooperative Purchase	1
D4. Definitions	2
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Ownership of Information, Confidentiality and Non Disclosure	3
D8. Notices	3

Submissions

D9. Authority to Carry on Business	3
D10. Insurance	3
D11. Safe Work Plan	4

Control of Work

D12. Commencement	4
D13. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D14. The Workplace Safety and Health Act (Manitoba) – Qualifications	4
D15. Safety	4
D16. Inspection	5
D17. Orders	5
D18. Records	5

Measurement and Payment

D19. Invoices	5
D20. Payment	6

Warranty

D21. Warranty	6
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Completion of Work	1
E3. Confined Space Entry	1
E4. Water Supply	1
E5. Sewer Cleaning	2
E6. Sewer Inspection	3
E7. Digital Panoramic Manhole Inspections	4
E8. Miscellaneous Cleaning	5
E9. Removal of Excessive Grease and/or Roots	5
E10. Man-Entry Video Investigations - >1800mm	5
E11. Callout – Mobilization of Equipment to Site	5
E12. Traffic Control and Maintenance of Access	6
E13. Notices to Residents	6
E14. Damage to City and Private Property	7
E15. Sewer Inspection Equipment	7
E16. Catch Basin Lead Inspections	8

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MISCELLANEOUS SEWER CLEANING AND INSPECTIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 4th, 2018.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that the sewers may be located in easements through private property or City owned parklands and right-of-ways where a paved access may not exist. It will be the Bidder's responsibility to identify these sewers and arrange for access and to restore any surface to private and City owned property.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3.1 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 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>

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (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 Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 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 B16.1(a).
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 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 and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 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.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

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

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their 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/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

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 9 of Form A: Bid.

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 for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 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.

B15.1.1 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.

B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 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 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 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 B14.2 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.

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 Bid Opportunity, 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 B7;
- (e) costs to the City of administering multiple contracts.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and 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.

B16.5 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 responsible and qualified, and the Bids are determined to be responsive.

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

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

- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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
- 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 the cleaning and/or inspection of various diameter sewers and other miscellaneous cleaning and inspections such as; wet wells, sumps and manholes for the period from August 1st, 2018 until July 31st, 2019, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 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.

D2.1.2 Changes resulting from such negotiations shall become effective on July 31st 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 major components of the Work are as follows:

- (a) Sewer cleaning and inspections
- (b) Other miscellaneous cleaning and inspections

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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

D3. 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 services;
 - (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 its 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 its contract and the fulfilment of its obligations under its 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 Bid Opportunity:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (b) "**WRc**" means "Water Research Centre" which is the accepted standard for sewer condition coding and assessment;
 - (c) "**NASSCO**" means "National Association of Sewer Service Companies" which is accepted North American standard for sewer condition coding and assessment.;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Trevor Taylor, C.E.T.
Asset Management Technologist
Telephone No. 204 986-5478
Email Address: trevortaylor@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 C6.19, 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.
- D6.2 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.
- 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 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.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 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.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

- D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) 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;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 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 seven (7) Calendar Days from notification of the award of Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. SAFE WORK PLAN

D11.1 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.

D11.2 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>

D11.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

CONTROL OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D10.
 - (iv) the safe work plan list specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall commence the Work on the Site within three (3) Working Days of placing of an order, except where otherwise agreed at the time of ordering.

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D13.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D14.1 Further to B12.4, 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 B12.4.

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;

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.

D17. ORDERS

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**
- D20. PAYMENT**
- D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 Warranty is as stated in C12.
- D21.2 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Appendix No.</u>	<u>Specification Title</u>
A	Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphide Gas (4 pages)

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-8211	Water Supply Hose Traffic Ramp
SD-019	Backflow Protection Arrangement

- E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. COMPLETION OF WORK

- E2.1 The Contractor shall complete the work (notify affected residences) within 24 hours after notification (callout) from the Contract Administrator and achieve a minimum production rate of 500 metres per day until the order is complete.

E3. CONFINED SPACE ENTRY

- E3.1 The Contractor shall be aware that Hydrogen Sulphide Gas is present in all underground structures connected to the City's sewer systems, and has been known to accumulate in concentrations sufficient to cause serious harm or death to personnel who are not using adequate Personal Protective Equipment. Refer to Fugitive Emission Material Safety Data Sheet for details.
- E3.2 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ('the Act'), and the Regulations and Guidelines there-under pertaining to Confined Entry Work and in particular the requirements for conducting hazard/risk assessments and providing Personal Protective Equipment (PPE).
- E3.2.1 Further to E3.2, the Contractor shall use an approved and properly maintained Supplied Air Breathing Apparatus when entering and working in sewers, manholes, and catch basins.

E4. WATER SUPPLY

- E4.1 Further to specifications CW 1120, section 3.1, CW 2140 and CW 2145, water supply for the Work may be taken from City of Winnipeg hydrants in accordance with the following:
- (a) Water shall be taken from "white-cap" hydrants only.

- (b) Submit a list of proposed “white-cap” hydrant locations to the City of Winnipeg Water Services Division (WSD) for approval. If a proposed hydrant location is not approved, the Contractor shall submit an alternate hydrant location for approval.
- (c) Only hydrants approved by WSD shall be used for water supply.
- (d) The Contractor shall supply and use a Backflow Prevention Arrangement as shown on Standard Detail Drawing SD-019 when taking water from City hydrants. WSD will supply a meter and locks for the Backflow Prevention Arrangement.
- (e) The Contractor is permitted to turn approved hydrants on and off provided the Contractor has received training by WSD and the turn-ons and turn-offs are done in the presence of the Contract Administrator.
- (f) Hydrants approved for use shall be considered to be “in Contractor’s control” from the time the WSD has turned the hydrant on until the Contractor has notified WSD the hydrant is no longer being used and the meter box has been removed.
- (g) Between November 1 and April 30 of any year, the Contractor shall take all necessary precautions to prevent freezing of hydrants and related appurtenances for hydrants in their control and shall be responsible to pump out hydrants turned off by Emergency Services.
- (h) If a hydrant or appurtenance is damaged due to freezing or improper turn on or turn off procedures while in the Contractor’s control, WSD will assess the damage and determine if WSD will repair the damage or if the Contractor will be responsible to repair the damage. Costs for repairs completed by WSD will be deducted from payments owing the Contractor. Repairs completed by the Contractor will be at the Contractor’s expense.
- (i) Erect and maintain signage (bump signs) warning oncoming traffic of hose crossings to the satisfaction of the Contract Administrator and the Manual of Temporary Traffic Control. Construct ramps as shown on attached drawing D-8211.
- (j) Direct hook-up of sewer flushing equipment to a hydrant is not permitted unless approved by the Contract Administrator.
- (k) WSD may at any time instruct the Contractor to make other arrangements for hydrant turn-ons and turn offs.

E4.2 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

E5. SEWER CLEANING

E5.1 This specification amends and supplements specification CW 2140.

E5.2 Further to Section 3.5;

- (a) The Contractor shall operate the equipment so that the pressurized nozzle continues to move at all times. The pressurized nozzle shall be turned off or reduced anytime it is stationary or delayed in order to prevent damage to the sewer.
- (b) Do not clean more than one manhole to manhole section from any particular manhole (double run) unless approved by the Contract Administrator.
- (c) Remove 95% of all loose floating, solid or semi-solid debris. For sewers smaller than 250mm in diameter the Contractor shall only be required to remove the minimum amount of debris required to allow for the passage of self-propelled inspection equipment.
- (d) No decanting shall occur within 3 sewer sections upstream of a lift station. If decanting is required within close proximity of a lift station it shall be done immediately downstream of the lift station.

E6. SEWER INSPECTION

E6.1 This specification amends and supplements specification CW 2145.

E6.1.1 Replace Section 3.4 with:

- (a) Ensure each operator is fully trained in all aspects of sewer inspection and capable of making accurate observations and recording all conditions that may be encountered in the sewers.
- (b) Perform condition coding using operators who can demonstrate proficiency coding in accordance with the requirements of the WRc "Manual of Sewer Condition Classification 3RD Edition".

E6.1.2 Replace Section 3.5 with:

- (a) Perform sewer condition coding in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.
- (b) Record place names in accordance with Clause 3.9.4 of the CW 2145.

E6.1.3 Further to Section 3.7.4, operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the Contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.

E6.1.4 Further to Section 3.13, a paper or "hard copy" of the inspection reports is not required and the digital format should be submitted on a CD-R.

- (a) The Contractor shall maintain backup copies of all digital video and inspection data submissions for the duration of at least one year.
- (b) The Contractor shall supply separately one (1), 2.5 inch portable hard disk drives (HDD), complete with all operating software, power adaptors and USB cables, containing all video inspections and coding data to the City upon completion of contract.
- (c) The HDD's shall be sized appropriately to accommodate all above mentioned files and have dual USB 3.0 and USB 2.0 compatibility with a minimum data transfer rate of 480 Mb/s.

E6.1.5 The Contract drawings are based on information contained in the City's GIS database. If the Contractor has trouble interpreting the drawings, or if they believe them to be wrong, the Contract Administrator shall be approached for assistance/clarification.

- (a) The Contractor shall assist the Contract Administrator in making any required measurements for the correction of errors found on the Drawings.

E6.1.6 Replace Clause 3.8.1 with:

Provide a minimum of 400 lines of resolution around the periphery of the picture for digital MPEG video playback.

E6.1.7 Replace Clause 3.11.1 with:

Capture the inspections in digital format in colour from the live video source on archival grade digital versatile discs, DVD-R format to the following minimum requirements. Adjust requirements as required to achieve 400 lines of resolution specified in Clause E6.1.6 of this Specification.

- .1 XDVD MPEG-2 or MPEG-4 format (MPEG-4 preferred).
- .2 Picture Size: NTSC 720 x 480 @ 29.97 frames per second.
- .3 Data/Bit Rate: 6.0 M-bits/sec.

E6.1.8 Replace Clause 3.17.7.6, with:

Record the distance from the centre of the manhole to the cable calibration location at the start of the inspection and adjust the distance reading so that zero is at the centre of the

start manhole. This distance is known as the cable calibration distance. The cable calibration location is the intersection point between the camera's widest horizontal viewing angle and the pipe's side periphery (03 or 09 o'clock) when the camera is level and looking forward.

- E6.1.9 Revise Clause 3.17.3 to read "Clean and inspect sewers at the same time, use flusher where required to ensure the following:"
- E6.1.10 Sewer inspections on 900mm and larger diameter sewer pipe will not require pre-cleaning unless determined by the Contract Administrator.
- E6.1.11 It is expected at some point during this contract the City will be switching to NASSCO PACP and MACP coding standard. Upon notification from the Contract Administrator, the contractor will be asked that all future submissions are in accordance with NASSCO V7.0.0 of the manual or greater.

E7. DIGITAL PANORAMIC MANHOLE INSPECTIONS

- E7.1 Notwithstanding CW 2145, inspect manholes using digital panoramic manhole inspection system such as the IBAK PANORAMO SI or equivalent meeting the following criteria:
 - (a) The inspection camera system must be 100% digital. Any analog or NTSC video camera will be deemed unacceptable.
 - (b) The inspection camera system must have two independently or simultaneously controlled digital cameras, one facing in the downward direction and one facing in the upward direction. Each camera must have a minimum of 185 degree field of view.
 - (c) The inspection camera system must provide sufficient illumination of the interior of the manhole to obtain proper exposure without introducing any motion blur. The light shall be positioned to distribute the light evenly onto the structure walls. The lighting must be able to illuminate manholes without the need of any auxiliary lighting.
 - (d) The inspection system shall produce individual images or frames with no more than 0.001 inches (0.025mm) of movement during image or frame exposure to produce crisp, clear images.
 - (e) The inspection camera must provide a minimum of 3000 line of vertical resolution in the side view and a minimum of 500 lines in the perspective view.
 - (f) Contractor is responsible for reviewing collected data, coding observations, however the City must have the ability to view the digital film file in the way that the contractor can view them, including full control of the virtual pan and tilt.
 - (g) The digital film files must include an unfolded view of the manhole with a minimum of 3000 lines of vertical resolution.
 - (h) The inspection system must descend to the lowest point within the manhole chamber to a depth that will facilitate accurate perpendicular weir wall measurements' using the software's measuring tools to occur.
 - (i) The digital film files must include the capability to produce a three dimensional representation of the manhole structure. This data shall be used to perform geometric measurements. This file shall be exportable to common CAD programs for further analysis.
 - (j) The digital file files must include a distortion-free virtual pan and tilt allowing the review of the manhole structure from any angle from any depth. The virtual pan and tilt must be able to view 360 degrees in any direction. The virtual pan and tilt must consist of views from the top and bottom camera, any virtual pan and tilts that artificially create this view from a single camera will be deemed unacceptable due to distorted images on the direct side view.
 - (k) The virtual pan and tilt and unfolded views must be able to be viewable by the City with all the required software included.
 - (l) All chambers that exhibit weir wall or spill pipe weir levels as observed within the field or identified, but not limited to control structures or manholes identified within the Construction

Drawings, must be measured from manhole rim to weir crest where possible and detailed within the Inspection Comments field. Chambers exhibiting weir walls with no coded depth observations shall be rejected.

- (m) Sections 3.17.8.5, 3.17.8.6, and 3.17.8.7 are not applicable when utilizing digital panoramic methods.
- (n) Further to Clause 3.11.5 provide file names within the 360Player.exe software, manholes to be in alpha numeric order to ensure efficient reference.

E8. MISCELLANEOUS CLEANING

- E8.1 Perform Miscellaneous Cleaning of large diameter sewers, lift station sumps and other unforeseen locations where requested by the Contract Administrator.
- E8.2 Miscellaneous cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Miscellaneous Cleaning". The amount to be paid will be the total number of hours spent cleaning lift stations sumps, sewers and at other miscellaneous locations in this contract, accepted and measured by the Contract Administrator.

E9. REMOVAL OF EXCESSIVE GREASE AND/OR ROOTS

- E9.1 Grease and or roots that cannot be removed through typical cleaning efforts shall be cut and removed from the sewer as directed by the Contract Administrator.
- E9.2 Use hydraulically driven saw or blade cutters to remove grease and roots. Flushing the sewer or the use of "spin nozzles" to remove grease will not be permitted.
 - E9.2.1 Remove grease and or roots to within 15 millimetres of the inside surface of the sewer.
 - E9.2.2 Monitor the entire removal operation and while the removal equipment is travelling within the pipe to reach the work area by closed circuit television (CCTV).
- E9.3 The removal of grease and or roots from within a single manhole-to- manhole sewer segment will be considered as one (1) pay item regardless of the amount of grease and or roots removed from within that sewer segment.
 - E9.3.1 Measurement will be on a unit basis and paid for at the Contract Unit Price for each "Removal of Excessive Grease and or Roots per Sewer Segment". The number of units to be paid for will be the total amount of manhole-to-manhole sewer segments in which grease and or roots have been removed in accordance with this specification, accepted and measured by the Contract Administrator.

E10. MAN-ENTRY VIDEO INVESTIGATIONS - >1800MM

- E10.1 Where directed by the Contract Administrator the Contractor shall perform man-entry investigations of pipes larger than 1800mm. Pipe wall integrity shall be examined by hand using a hammer or scraping tool to investigate integrity of the pipe wall. Man-entry investigations shall be recorded on video meeting the specifications described herein.
- E10.2 Supplied air breathing apparatus shall be used for all man-entry investigations, no exceptions.

E11. CALLOUT – MOBILIZATION OF EQUIPMENT TO SITE

- E11.1 A fee will be paid for each callout to notify residents and mobilize equipment and crew to the site. If the callout is for a job that may span more than one day the fee is only to be paid once not on a per day basis. If a callout consists of several sites the callout fee will only be applied once and will not include mobilizing from site to site.

E12. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

- E12.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times. The "Manual of Temporary Traffic Control in Work Areas on City Streets" can be found online at:
http://winnipeg.ca/publicworks/trafficControl/pdf/Manual_of_Temp_Traffic_Control_2015_Rev1.pdf.
- E12.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday unless approved by the Contract Administrator.
- E12.3 Should the City of Winnipeg require that Work on Regional Streets be carried out at night, on Sundays or on public holidays, the Contractor shall comply without additional compensation being considered to meet these requirements.
- E12.4 Regional Streets are listed in the Appendix of the City's Manual of Temporary Traffic Control which is available at
http://winnipeg.ca/publicworks/trafficControl/pdf/Manual_of_Temp_Traffic_Control_2015_Rev1.pdf
- E12.5 Further to Section 3.8 of CW 1130 of the General Requirements parking restriction signing on Regional Streets will be done by The City of Winnipeg, Traffic Services Branch.
- E12.6 The Contractor will be responsible for parking restriction signing required to perform the Work on non-regional and local residential streets. "No Parking" signs will be provided for the Contractor's use.
- E12.7 Erect signs no sooner than 24 hours before the Work commences at a particular location.
- E12.8 Record the license plate numbers of vehicles already parked within the limits where the parking restriction signs are placed and fax the information to Winnipeg Police Services, Traffic Branch at 986-6998.
- E12.9 Promptly remove parking restriction signs once the Work at that location is completed. Signs shall not be left in place over a weekend if no Work will be done at that location.
- E12.10 Return signs immediately upon completion of the Work.
- E12.11 Further to Section 3.6 of CW 1130 of the General Requirements, maintain safe pedestrian crossing at intersections at all times. Only one pedestrian crossing at an intersection is to be blocked at any one time. If more than one pedestrian crossing is blocked at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection.
- E12.12 Do not park company or private vehicles inside the signed work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- E12.13 If, in the opinion of the Contract Administrator, the placement of the Contractor's equipment creates an inordinate effect on pedestrian and (or) vehicular traffic, the Contractor shall relocate equipment until favourable traffic conditions return..

E13. NOTICES TO RESIDENTS

- E13.1 Further to CW 2140 Section 3.5 and CW 2145, the Contractor shall deliver notices provided by the Contract Administrator to residents on the affected sewer lines by 16:00 hours 2 days prior to the use of flushing equipment for either sewer cleaning or sewer inspection.

- E13.2 The notices will be in effect for a 3 day period which the Contractor will indicate with dates stamped on the envelope. The Contractor shall make every effort to complete the affected sewer lines within the notification window.
- E13.3 All costs associated with delivering notices shall be included in the price bid for "Sewer Cleaning" and "Sewer Inspection" and no separate measurement or payment will be made.

E14. DAMAGE TO CITY AND PRIVATE PROPERTY

- E14.1 All damage to City and private property caused by cleaning or inspection operations is the responsibility of the Contractor and shall be repaired to the satisfaction of the Contract Administrator. All costs associated with these repairs shall be at the Contractors own expense.
- E14.2 Notify the Contract Administrator immediately when damage to property occurs.
- E14.3 The Contractor shall provide written reports to the Contract Administrator for each property attended for investigation of damage. Reports shall include photographs of all damage, dates and times, verbal or written agreements with property owner and all actions taken or proposed to rectify the damage.
- E14.4 Sewers may be located in easements through private property or City owned parklands and Right-of Ways where no paved access may exist. It will be the Contractors responsibility to identify these sewers and arrange for access and to restore any surface damage to private and City owned property to the satisfaction of the Contract Administrator.
- E14.5 Sewer backup or "blow-back" on private property resulting from cleaning or inspection activities is not acceptable and shall be avoided at all costs. It is expected that where this possibility exists the Contractor shall take appropriate measures such as making modifications to cleaning equipment and/or taking additional time to clean such sewers.
- E14.5.1 Clean-up of affected residences shall be done by cleaning professionals. Under no circumstances are cleaning equipment operators to enter residences unless they are neat and presentable and the Contract Administrator has received a criminal record search for that individual.
- E14.5.2 Where actual sewage or "grey water" has flooded private property the Contractor shall immediately clean and disinfect all affected areas as well as flush all weeping tile. The Contractor shall immediately hire an independent IICRC certified water damage or flood restoration contractor to assess any damage to contaminated building materials such as drywall, insulation, carpets, weeping tile or sub-floors, and immediately make any required repairs.
- E14.5.3 If a residence is uninhabitable as a result of a sewer back-up the Contractor shall pay for reasonable hotel accommodations and meals for all affected residents.
- E14.6 The Contractor shall provide the Contract Administrator with a 24hr local contact number to arrange for immediate clean-up and repair of private property.

E15. SEWER INSPECTION EQUIPMENT

- E15.1 Sewer Inspection Equipment
- E15.1.1 In-Line sewer inspection equipment shall be comprised of a self-propelled track-mounted platform bearing multiple inspection sensors / technologies that can undertake simultaneous remote inspection in sewers of all diameter ranges.
- E15.1.2 In areas where a self-propelled track-mounted platform is not possible to use during the inspections, the inspections shall be performed using a float system. The Contractor shall notify the Contract Administrator prior to the use of the float platform.

E15.2 In-Line Inspection Platform

E15.2.1 Minimum requirements of the in-line inspection platform include:

- (a) Independently controlled drive tracks that enable the platform to manoeuvre around bends and climb over debris up to 300mm in height.
- (b) Operable under partially or fully submerged flow conditions, for distances up to 500m upstream or downstream from a single access point.
- (c) Operable in sewers of various cross-section, and constructed of standard pipe materials including brick, clay, concrete, PVC, HDPE, and steel.
- (d) Tethered to facilitate extraction of the platform from the sewer, without causing damage to the sewer infrastructure, in the event the equipment fails or otherwise becomes uncontrollable within the sewer.
- (e) Equipped with sufficient high intensity lighting to illuminate the sewer for visual inspection.

E15.3 In-Line Inspection Sensors / Technologies

E15.3.1 Minimum requirements of the inspection sensors / technologies include:

- (a) CCTV Video Inspection
 - (i) Equipment shall conform to CW 2145, except as modified herein.
 - (ii) Equipment shall be capable of continuously capturing digital video from first generation recordings with no frame loss, regardless of the progression of the inspection.
 - (iii) Equipment shall be used to acquire continuous digital video images of the sewer for the entire length being inspected.
 - ◆ Perform sewer condition coding in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3rd Edition or NASSCO if asked for by the Contract Administrator.
 - ◆ Perform condition coding using operators who can demonstrate proficiency coding in accordance with the requirements of the WRc "Manual of Sewer Condition Classification 3rd Edition" or NASSCO if asked for by the Contract Administrator
 - ◆ Ensure each operator is fully trained in all aspects of sewer inspection and capable of making accurate observations and recording all conditions that may be encountered in the sewers.
 - ◆ Operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3rd Edition or NASSCO if asked for by the Contract Administrator.
 - ◆ Incorporate a suitable distance-reading device to measure the location of the equipment in the pipe, to an accuracy of $\pm 0.5\%$ of the length of the inspection.

E16. CATCH BASIN LEAD INSPECTIONS

E16.1 Perform Catch Basin Lead Inspections on all diameters of catch basin leads where requested by the Contract Administrator.

E16.2 Catch basin lead inspections will be measured on an as per basis for leads that are 10 metres long and less and paid for at the Contract Unit Price for "Catch Basin Lead Inspection – 0m - 10m". Leads greater than 10 metres long will be measured on a per metre basis and paid for at the Contract Unit Price for "Catch Basin Lead Inspection – >10m". Measurements and quantities must be approved by Contract Administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in F1.1.