



THE CITY OF WINNIPEG

TENDER

TENDER NO. 299-2022

2022 SEWER INSPECTIONS

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

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 Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Definitions	2
D5. Contract Administrator	2
D6. Contractor's Supervisor	3
D7. Notices	3
D8. Accessible Customer Service Requirements	3
D9. Furnishing of Documents	4

Submissions

D10. Authority to Carry on Business	4
D11. Safe Work Plan	4
D12. Insurance	4
D13. Contract Security	5
D14. Subcontractor List	6
D15. Equipment List	6
D16. Detailed Work Schedule	6
D17. Requirement for Site Accessibility Plan	7

Schedule of Work

D18. Commencement	8
D19. Work By Others	8
D20. Working Days	8
D21. Hours of Work	9
D22. Critical Stages	9

D23. Substantial Performance	9
D24. Total Performance	10
D25. Liquidated Damages	10
D26. COVID-19 Schedule Delays	10
Control of Work	
D27. Job Meetings	11
D28. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	11
D29. The Workplace Safety and Health Act (Manitoba) – Qualifications	11
Measurement and Payment	
D30. Payment	11
Warranty	
D31. Warranty	12
Dispute Resolution	
D32. Dispute Resolution	12
Third Party Agreements	
D33. Funding and/or Contribution Agreement Obligations	13
Form H1: Performance Bond	16
Form H2: Labour and Material Payment Bond	18
Form J: Subcontractor List	20
Form K: Equipment	21

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
General Requirements	
E2. Confined Space Entry	2
E3. Water Supply	2
E4. Site Conditions	2
E5. Submittals	2
E6. Sewer Cleaning	3
E7. Miscellaneous Sewer Cleaning	5
E8. Removal of Intruding sewer Taps	5
E9. Removal of Excessive Grease and/or Roots	5
E10. Solid Debris Cutting	6
E11. Lift Station Cleaning	6
E12. Manhole Cleaning	7
E13. Miscellaneous Manhole Cleaning	8
E14. Sewer Inspection	8
E15. Manhole Inspection	10
E16. Sewers Local to Schools	10
E17. Sewers Local to Lift stations	10
E18. Sewer Inspection Equipment	11
E19. Digital Panoramic Manhole Inspection	12
E20. Manholes With Limited Access	14
E21. Flush Tank Manholes	15
E22. Inspections – General	16
E23. Existing Conditions	17
E24. Traffic Control and Maintenance of Access	18
E25. Notices to Residents	19
E26. Damage to City and Private Property	19
E27. Project Information Sharing	20
E28. Project Deliverables	20

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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APPENDICES

Appendix A Work Program

Appendix B Fugitive Emissions Data Sheet

Appendix C Sample Non-Disclosure Agreement

Appendix D SD-019 – Backflow Protection Arrangement for Water Supply From Hydrant

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2022 SEWER INSPECTIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 25, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. 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 Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Tender 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 Tender, 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 MERX website at www.merx.com.

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

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.1.

B7. SUBSTITUTES

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

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 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.

- 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 B18.
- 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 COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D33. Any such costs shall be determined in accordance with D33.
- 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).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

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. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 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; 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.

B13.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and D8).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

B13.4 The Bidder (not including any proposed Subcontractor) shall :

- (a) have successfully completed over 5000 metres of previous closed-circuit television (CCTV) inspection within sewers 1350 mm and larger for condition assessment purposes (CCTV of new infrastructure for acceptance purposes shall not be deemed as representative experience).

B13.5 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.6 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 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.
- B13.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 The Bidder shall include in its Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly

formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 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).
- B15.4.1 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.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.

- B18.3 Further to B18.1(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 qualified.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D33 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of inspections and re-inspections with portions of cleaning within the Combined, Wastewater, Land Drainage, Storm Relief and Interceptor sewers and their corresponding manholes and control structures located at various districts throughout the City of Winnipeg. This Work is for the purpose of obtaining internal video to observe and record structural, construction, operational and miscellaneous defects and features to enable condition assessment and apply rehabilitation treatment assignments, while assessing thoroughness of sewer cleaning operations undertaken under this Contract.

D3.2 The major components of the Work are as follows:

- (a) Interceptor Sewer Inspection Work Program
 - (i) CCTV Inspection of all Interceptor Sewers.
 - (ii) Inspection of all manholes and control structures.
 - (iii) Cleaning of all combined sewers smaller than 900mm.
 - (iv) Cleaning of all wastewater sewers smaller than 450mm.
 - (v) Cleaning of all manhole and structures where the host pipe has been cleaned.
- (b) Land Drainage Sewer Inspection Work Program
 - (i) CCTV Inspection of all Land Drainage Sewers.
 - (ii) Inspection of all manholes and structures.
 - (iii) Cleaning of all Land Drainage sewers smaller than 900mm.
 - (iv) Cleaning of all manholes and structures where the host pipe has been cleaned.
- (c) Re-Inspection Work Program
 - (i) CCTV Inspection of all Re-Inspection Sewers.
 - (ii) Inspection of all manholes and control structures.
 - (iii) Cleaning of all combined sewers smaller than 900mm.
 - (iv) Cleaning of all wastewater sewers smaller than 450mm.
 - (v) Cleaning of all manhole and structures where the host pipe has been cleaned.
- (d) Storm Relief Sewer Inspection Work Program
 - (i) CCTV Inspection of all Storm Relief Sewers.
 - (ii) Inspection of all manholes and control structures.
 - (iii) Cleaning of all Storm Relief sewers smaller than 900mm.
 - (iv) Cleaning of all manhole and structures where the host pipe has been cleaned.
- (e) Wastewater Inspection Work Program
 - (i) CCTV Inspection of all Wastewater Sewers.
 - (ii) Inspection of all manholes and control structures.

- (iii) Cleaning of all wastewater sewers smaller than 450mm.
- (iv) Cleaning of all manhole and structures where the host pipe has been cleaned.

D3.3 There will be the option of two (2) mutually agreed upon one (1) year extensions.

D3.3.1 The City may negotiate the extension option with the Contractor within one hundred twenty (120) Calendar days of December 31st of the current year. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.3.2 Changes resulting from such negotiations shall become effective upon initiation of the next year's program; changes will not be applied to any year's program currently underway. Changes to the Contract shall not be implemented by the Contractor without written approval by the City.

D3.3.3 The two potential one-year extensions for 2023 and 2024 will be Sewer Inspection programs that are expected to be of similar size and scope to the 2022 Contract, however, may be adjusted to reflect the lessons learned from previous years and may include the use of Multi-Sensor Inspection (MSI) technologies that include LASER, SONAR, and the use of Unmanned Aerial Vehicles (UAV).

D3.3.4 Future programs will depend on available approved capital funds, and there is no guarantee of future Work.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**AVI**": which stands for Audio Video Interleave, developed by Microsoft© is the acronym given to a family of multimedia container formats as part of its video for Windows© software.
- (b) "**CCTV Inspection**" means an operation necessary to complete a high-definition, true-color visual inspection for verification of existing internal sewer line conditions.
- (c) "**HDD**": Portable Hard Disk Drive. For the purposes of this specification, HDD shall be written in accordance with the ISO-9660 Level 2 specifications.
- (d) "**MACP**" means Manhole Assessment Certification Program which is the accepted NASSCO certification program for manhole inspections.
- (e) "**MPEG**": which stands for Moving Pictures Expert Group, is the acronym given to a family of international standards used for coding audio-visual information in a digital compressed format.
- (f) "**NASSCO**" means "National Association of Sewer Service Companies" which is the accepted North American standard for sewer condition coding and assessment.
- (g) "**PACP**" means Pipeline Assessment Certification Program which is the accepted NASSCO certification program for pipeline inspections.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Christopher Mitchell, B.Sc. (Hons)
Asset Management Specialist

Telephone No. 204 928 9259

Email Address chris.mitchell@aecom.com

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

D6. CONTRACTOR'S SUPERVISOR

- D6.1 At commencement of the Project, the Contractor shall provide the Contract Administrator, the experience and qualifications of the following Key Personnel assigned to the Work for the duration of the Contract, for projects of similar complexity, scope and value. Include educational background, professional recognition, job title, years of experience in current position with existing employer:
- (a) Project Manager
 - (b) Site Superintendent
- D6.2 As per D6.1, at the pre-construction meeting, the Contractor shall identify his/her designated Project Manager and Site Superintendent and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.3 The Contractor must communicate in writing to the Contract Administrator all personnel changes during the Work to meet the requirements of D6.1.
- D6.4 As per D6.1 the Contractor's Site Superintendent shall maintain a physical site presence for the duration of the Work and provide coordination and support for all crews and Subcontractors unless written authorization has been given by the Contract Administrator.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1(a).
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;

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

D9. FURNISHING OF DOCUMENTS

- D9.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender and drawings, of Architectural E (36" x 48") size, detailing sewer inspection and flow types, asset numbers with upstream and downstream manholes and nodes. Flow types will not be separated out onto separate drawings. If the Contractor requires additional sets of the Tender or drawings, they will be supplied to him/her at cost. Electronic Portable Document Format (PDF) Drawings will also be supplied to the Contractor upon award via the SharePoint site.
- D9.2 As-Built records of the Lift Stations shall be furnished to the Contractor upon completion of E1.7.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

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 Documents, if applicable.
- 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 B13.5 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.

D12. INSURANCE

- D12.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (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 Work. 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.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the City Solicitor 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D12.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D13. CONTRACT SECURITY

D13.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D13.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1(b).

D13.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D13.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D13.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D14. SUBCONTRACTOR LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D15. EQUIPMENT LIST

- D15.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

- D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

- D16.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;
 - (c) a Traffic Control Plan that identifies locations and approximate timing locations and approximate timing of proposed lane closures and parking restrictions; and
 - (d) a detailed deployment schedule for all crews for the Work at each site.
- all acceptable to the Contract Administrator.

- D16.3 Further to D16.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Reinspection CCTV
- (b) Critical Stage 1 Milestone
- (c) Critical Stage 2 Milestone
- (d) WWS CCTV Inspections
- (e) LDS CCTV Inspections
- (f) Critical Stage 3 Milestone
- (g) All Associated Manhole Inspections
- (h) Substantial Performance Milestone
- (i) Total Performance Milestone.

- D16.4 Further to D16.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D17. REQUIREMENT FOR SITE ACCESSIBILITY PLAN

- D17.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D17.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D17.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D17.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D17.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D18.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the contract security specified in D13;
 - (vi) the Subcontractor list specified in D14;
 - (vii) the equipment list specified in D15;
 - (viii) the detailed work schedule specified in D16;
 - (ix) the Requirement for Site Accessibility Plan in D17;
 - (x) the direct deposit application form specified in D30; and
 - (xi) the Security Clearances specified in F1.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D18.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D19. WORK BY OTHERS

- D19.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractor's execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D20. WORKING DAYS

- D20.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D20.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D20.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D20.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D20.5 Further to D22, D22.1(c) and D24, the Contractor will be permitted one (1) suspension of on-site construction, agreed with the Contract Administrator, after the completion of all Critical Stages to allow a delay within the Contract until a period after Fall Drawdown of the Red River at St. Andrew's Lock and Dam, as necessary. This delay is to allow a return to Site where conditions are conducive to facilitate maximum exposure and inspection that meets the intent of the Contract and CW2145 for the Storm Relief System and the Land Drainage System that is directly attributed to the River. Working Days will not be charged during site suspension period where the Site must be made secure, roadways completely operational, and all existing facilities and work in progress be protected from weather or other potentially harmful effects. Changes to Contract Critical Stages or completion dates resulting from suspension of Working Days, will not be considered.

D20.5.1 Working Days will be assessed for every day except for the following:

- (a) As per D18.3 Days prior to the Contractor starting work on a stage of the Contract. Failure of the Contractor to commence work as indicated, in the opinion of the Contract Administrator, may result in the assessment of Working Days equivalent to the estimated costs incurred to the City;
- (b) Days not worked due to Force Majeure.

D21. HOURS OF WORK

D21.1 All Work shall be carried out between the hours of 07:00 and 22:00 Monday to Friday and between 09:00 and 21:00 Saturday.

D21.2 No Work shall be performed outside the hours stated in D21.1 or on Sunday or Statutory or Civic holidays without written permission from the Contract Administrator. Approval will only be granted if it is in the best interests of the City to do so. Any Work for Saturday, Sunday or holidays will be counted as a Working Day.

D22. CRITICAL STAGES

D22.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Critical Stage 1 – CCTV video inspections for 48,000m of Re-Inspection sewers having all post processed data and corresponding sewer defect coding completed and submitted to the Contract Administrator within fifty five (55) Working Days of the commencement of the Work as specified in D18;
- (b) Critical Stage 2 – Six hundred and fifteen (615) associated Reinspection Work Type Panoramio manhole inspections having all post processed data and corresponding manhole defect coding completed and submitted to the Contract Administrator within seventy (70) Working Days of the commencement of the Work as specified in D18; and
- (c) Critical Stage 3 – 100% of all Sewer Inspection Work Types having all post processed data and corresponding sewer defect coding completed and submitted to the Contract Administrator within one hundred eight (108) Working Days of the commencement of the Work as specified in D18.

D23. SUBSTANTIAL PERFORMANCE

D23.1 The Contractor shall achieve Substantial Performance within one hundred twenty-three (123) consecutive Working Days of the commencement of the Work as specified in D18.

D23.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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.

D23.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D24. TOTAL PERFORMANCE

D24.1 The Contractor shall achieve Total Performance within one hundred thirty-three (133) consecutive Working Days of the commencement of the Work as specified in D18.

D24.2 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.

D24.3 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.

D25. LIQUIDATED DAMAGES

D25.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stage 1 - three hundred fifty dollars (\$350.00);
- (b) Critical Stage 2 - three hundred fifty dollars (\$350.00);
- (c) Critical Stage 3 - one thousand six hundred dollars (\$1600.00);
- (d) Substantial Performance - three hundred fifty dollars (\$350.00);
- (e) Total Performance - three hundred fifty dollars (\$350.00).

D25.2 The amounts specified for liquidated damages in D25.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D25.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D26. COVID-19 SCHEDULE DELAYS

D26.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D26.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D26.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D26.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the

additional delay and shall provide sufficient evidence as indicated in D26.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D26.5 The Work schedule, including the durations identified in D22 to D24 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D26.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D26.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D27. JOB MEETINGS

- D27.1 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.
- D27.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D28. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D28.1 Further to C6.26, 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).

D29. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D29.1 Further to B13.5, 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 B13.5.

MEASUREMENT AND PAYMENT

D30. PAYMENT

- D30.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D31. WARRANTY

- D31.1 Warranty is as stated in C13.
- D31.2 The Contractor shall maintain backup copies of all video and inspection data for the duration of the Warranty Period.

DISPUTE RESOLUTION

D32. DISPUTE RESOLUTION

- D32.1 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D32.1 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D32.2 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D32.3 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D32.4 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D32.5 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D32.6 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D32.5, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D33.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D33.2 Further to D33.1, in the event that the obligations in D33 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D33.3 For the purposes of D33:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D33.4 Modified Insurance Requirements
- D33.4.1 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D33.4.2 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D33.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D33.4.4 Further to D12.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D33.5 Indemnification By Contractor
- D33.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D33.6 Records Retention and Audits
- D33.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D33.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D33.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D33.7 Other Obligations
- D33.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D33.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D33.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D33.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D33.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D33.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 299-2022

2022 SEWER INSPECTIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 299-2022

2022 SEWER INSPECTIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM K: EQUIPMENT
(See D15)

2022 SEWER INSPECTIONS

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

FORM K: EQUIPMENT
(See D15)

2022 SEWER INSPECTIONS

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The 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/matmgmt/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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 CW 2140-R4 (May 2016) Sewer and Manhole Cleaning
- E1.4 CW 2145-R5 (June 2021) Sewer and Manhole Inspection
- E1.5 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.6 The following are applicable to the Work:

<u>Appendix No.</u>	<u>Appendix Title</u>
A	Work Program
B	Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphide Gas
C	Sample Non-Disclosure Agreement
D	SD-019 – Backflow Prevention Arrangement for Water Supply From a Hydrant

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	2022 Sewer Inspections – Map Sheet Key Plan
SI-01	2022 Sewer Inspections - Map 1
SI-02	2022 Sewer Inspections - Map 2
SI-03	2022 Sewer Inspections - Map 3
SI-04	2022 Sewer Inspections - Map 4
SI-05	2022 Sewer Inspections - Map 5
SI-06	2022 Sewer Inspections - Map 6
SI-07	2022 Sewer Inspections - Map 7
SI-08	2022 Sewer Inspections - Map 8
SI-09	2022 Sewer Inspections - Map 9
SI-10	2022 Sewer Inspections - Map 10
SI-11	2022 Sewer Inspections - Map 11
SI-12	2022 Sewer Inspections - Map 12
SI-13	2022 Sewer Inspections - Map 13
SI-14	2022 Sewer Inspections - Map 14
SI-15	2022 Sewer Inspections - Map 15

- E1.7 Further to the provided drawings in E1.6, historical drawings and other pertinent information is available to interested parties that include all affected lift stations. In order to receive the document(s), a written request shall be submitted to the Project Manager. A signed non-

disclosure agreement form will be required prior to issuance of the document(s). A sample non-disclosure agreement has been included in Appendix C for reference. Upon receipt of the written request and signed non-disclosure agreement form, the requested document(s) will be provided.

GENERAL REQUIREMENTS

E2. CONFINED SPACE ENTRY

- E2.1 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.
- E2.2 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).
- E2.2.1 Further to E2.2, the Contractor shall use an approved and properly maintained Supplied Air Breathing Apparatus when entering and working in sewers, manholes and catch basins.
- E2.2.2 Refer to "Appendix B – Fugitive Emissions Data Sheet" for hydrogen sulphide gas.

E3. WATER SUPPLY

- E3.1 Refer to specifications CW 1120, section 3.14, CW 2140.

E4. SITE CONDITIONS

- E4.1 The City of Winnipeg is located near the geographic center of North America. The City's geographical location results in highly variable seasonal temperatures that may affect construction. During the winter, ground freezes to about 2.5 meters depth and the impact of low temperatures must be considered for construction methods, equipment operation and rates of production. It is anticipated that an output of 1,100m of sewer inspections per Day shall be completed in the field, coded and post processed.
- E4.2 The Contract Administrator shall communicate to the Bidder, in good time during the Contract, all other City and third-party projects or events that may occur in the area and concurrently to the Work. The successful Bidder will be required to adjust the cleaning and inspection program and operations away from the affected locations as necessary.

E5. SUBMITTALS

- E5.1 Further to CW 2145, Clause 3.21:
- E5.1.1 In-pipe Inspection Emergency Plan
- (a) The Contractor shall submit an Emergency Plan that outlines proposed methods for recovering in-line inspection equipment that has become lodged, lost or uncontrollable within the sewer network. For information, the Contractor's attention is called to Clauses 3.21 and 4.7 of CW 2145.
- E5.1.2 Manhole Inspection Sample Inspection Report
- (a) Provide a sample report of a manhole inspection, including digital data files, of an actual manhole performed by each device to be used on this Contract for review at least two (2) weeks before beginning the manhole inspection work.
- (b) Submit two (2) copies of the data to the Contract Administrator. Provide the appropriate viewing software, associated image and point cloud data and associated files to enable the interactive review of the inspection of the sample inspection for

each device to be used as part of the submittal where viewing software will be provided at no additional cost to the Contract Administrator. The Contract Administrator will review the inspections for completeness and accuracy of content, to ensure that the required information is provided, and the image quality is acceptable. If the Contract Administrator determines that the image or data are defective or not of adequate quality, the Contractor shall re-perform the MACP inspection at the Contractor's expense.

- (c) Submit one MACP (version 7.0.0 or newer) compliant Microsoft Access, manhole inspection Databases containing inspection and defect information. Manhole condition coding shall be submitted as a MACP.mdb file accordingly. Name the MACP database according to the following file specification: [Contractor Name]_[Contract Number]_MACP_Submittal ##.mdb.
- (d) Submit a pdf copy of the manhole inspection logs to the Contract Administrator. Logs shall record defects according to NASSCO's MACP.
- (e) Submit sample observation photos in the sample submittal.
- (f) Clearly identify the equipment make, model and serial number for the sample and all submittals.
- (g) Demonstrate the resolution of each camera using the recording resolution specified herein.
- (h) No inspection work is to be performed until the sample inspection report has been accepted by the Contract Administrator.
- (i) Inspection reports shall be completed within two (2) weeks of the completion of a work area or intermittent submittals as approved by the Contract Administrator.
- (j) Submit copies of current NASSCO MACP certifications for all Inspectors and Reviewers who shall perform the Contracted Work in accordance with NASSCO requirements having attained and retained their MACP certifications.
- (k) Submit a written description of procedures to be used to the Contract Administrator, including product literature for all digital video equipment including, but not limited to side scanning post processed and point cloud data and reader software.

E6. SEWER CLEANING

E6.1 This specification amends and supplements specification CW 2140.

E6.2 Types of Cleaning shall be undertaken in accordance with this specification in order to be able to conduct a NASSCO compliant inspection, include Sewer Cleaning, Removal of Excessive Grease and/or Roots, Solid Debris Cutting, Removing Intruding Sewer Taps for all sewer diameter ranges and flow types identified below:

- (a) Further to Clause 3.5.2, the Contractor shall remove 95% of all loose floating, solid or semi-solid debris for:
 - (i) All Wastewater Sewers smaller than 450mm;
 - (ii) All Interceptor (CS), Land Drainage, Re-Inspection, and Storm Relief Sewers smaller than 900mm.
- (b) Further to Clause 3.5.2, the following sewers shall be inspected without pre-cleaning unless directed otherwise by the Contract Administrator. Where cleaning is required for the completion of the inspections, cleaning will be in accordance to E5:
 - (i) All Wastewater Sewers 450mm and greater;
 - (ii) All Interceptor (CS), Land Drainage, Reinspection and Storm Relief Sewers 900mm and greater.

E6.3 Further to Section 3.5, the Contractor shall clean the sewer pipe using the step-cleaning method or similar described in this Contract for the entire length of the pipe using a high-pressure water jetter to remove loose or settled debris and 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.

- E6.4 Further to Section 3.5 the cleaning process shall be carried out using the step-cleaning method or similar using the appropriate carrying capacity of each jetter nozzle for the respective sewer pipe height and shape. This means that the Contractor shall clean an initial portion of the pipe for a length appropriate to the carrying capacity of each jetter nozzle, sewer pipe height and shape and level of debris encountered, pulling back debris to the manhole. The Contractor shall then clean successive increments of pipe in the same way, each time pulling the displaced debris in solution back over increments of pipe previously cleaned. The Contractor will complete the cleaning using the step method approach through the entire segment of the pipeline with a high-pressure water jetter to ensure the sewer is adequately cleaned to complete the work. All sediments and residual wastes shall be evacuated from each successive downstream manhole as the cleaning progresses.
- (a) Under no circumstances shall sewage or solids removed from the sewer line be dumped onto streets, catch basins, storm drains, or receiving waters.
 - (b) All materials removed shall be properly disposed at a landfill licensed to receive the applicable wastes.
 - (c) During the final cleaning pass, the CCTV inspection camera shall be mobilized to inspect the sewer segment while the jet nozzle pulls water away from the camera, drawing any water level down to maximize the exposure of the sewer pipe circumference.
- E6.5 In the event the Contractor is unable to completely perform CCTV inspection or cleaning from both directions due to obstructions (with the exception of a cross bore or collapse), the Contractor must inform the Contract Administrator of this immediately. Upon approval by the Contract Administrator, the Contractor shall have the obstructions removed using specialty cleaning equipment capable of removing the obstruction and simultaneously viewing the cleaning activity from the same vantage point in order to view the cleaning operation and not cause any damage to the host pipe.
- E6.6 During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.
- E6.7 Further to Section 3.5, the Contractor shall remove the upstream manhole cover during sewer cleaning.
- E6.8 The Contractor is wholly responsible for determining if the line is adequately cleaned to perform the televising inspection.
- E6.9 Further to Clause 3.5.10, the Contractor shall be made aware of the locations on the Drawings labelled as Synergen Trouble Spots. These locations are recorded in the City's database as areas which require regular maintenance.
- E6.10 Further to Section 3.5, the distance required for the nozzle to travel in the sewer shall be limited to one manhole-to-manhole sewer section unless approved by the Contract Administrator.
- E6.11 Further to Clause 3.9.2, no decanting shall occur within 3 sewer sections upstream of a lift station. If decanting is required, it shall be done immediately downstream of the lift station.
- E6.12 Cleaning of sewers not meeting E6 requirements shall be rejected. The Contract Administrator shall instruct the Contractor to remobilize, reclean and reinspect the asset as per the specifications to the satisfaction of the Contract Administrator unless the Contractor can demonstrate site limitations and conditions that prevent adequate cleaning. Additional costs incurred by the Contractor associated with the recleaning and reinspection shall be the

responsibility of the Contractor. Accepted cleaning and corresponding inspection shall be paid as per Clause 4.1.

E7. MISCELLANEOUS SEWER CLEANING

- E7.1 Miscellaneous sewer cleaning is deemed additional efforts in excess of the requirements set out in CW2140 and E6; examples may be the removal of hardened concrete or bituminous asphalt found within the sewer pipe. Perform Miscellaneous Sewer Cleaning only as required by the Contract Administrator.
- E7.2 Clean sewers and other unforeseen locations using all equipment, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work.
- E7.3 Miscellaneous sewer cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Miscellaneous Sewer Cleaning". The amount to be paid will be the total number of hours spent cleaning Miscellaneous Sewers and other miscellaneous locations in this Contract, accepted and measured by the Contract Administrator. Time spent for debris disposal and mobilization/demobilization to and from the site will be included in the Contract Unit Price for "Miscellaneous Sewer Cleaning".

E8. REMOVAL OF INTRUDING SEWER TAPS

- E8.1 Further to Section 3.12 removal of intruding sewer taps shall be performed, as directed by the Contract Administrator, where the intruding tap prevents passage of the camera or inspection platform. Special precautions should be exercised during the grinding operation to assure unnecessary damage does not occur to the tap given the conditions of the sewer main and tap. Contractor shall complete the work as follows:
- (a) Contractor shall cut and remove intruding sewer taps from the sewer at the locations identified by the Contract Administrator from the sewer inspection.
 - (b) Contractor shall leave intruding sewer taps finished smooth and within 15 millimetres of the inside surface of the sewer.
 - (c) Contractor shall monitor the entire intruding sewer tap removal process and while the cutting equipment is travelling within the pipe to reach the work area by CCTV.
 - (d) Inspect the entire sewer section in accordance with CW2145 after completion of intruding sewer tap removal.
- E8.2 Measurement will be on a unit basis and paid for at the Contract Unit Price for "Removal of Intruding Sewer Taps". The number of units to be paid for will be the total amount of intruding sewer taps removed in accordance with this Specification, accepted and measured by the Contract Administrator.

E9. REMOVAL OF EXCESSIVE GREASE AND/OR ROOTS

- E9.1 Further to Section 3.15 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 where excessive grease and root intrusion prevents passage of the camera or inspection platform. Special precautions should be exercised during the cleaning operation to assure removal of visible roots from the joint area.
- E9.2 Further to Clause 3.5.4, grease shall be removed and paid for as described in E9.8.
- E9.3 The Contractor may remove of excessive grease and / or roots using:
- (a) mechanical devices such as expanding root cutters and hydraulic procedures such as high-pressure jet cleaners.
 - (b) hydraulically driven saw, grinder or blade cutters; however
 - (c) Flushing the sewer or the use of "spin nozzles" to remove grease will not be permitted.

- E9.4 Remove grease and or roots to within 15 millimetres of the inside surface of the sewer.
- E9.5 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).
- E9.6 Further to Clause 3.11.1, roots will not be considered as solid debris and shall be removed and paid for as described in E6.
- E9.7 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.
- E9.8 Measurement will be on a unit basis and paid for at the Contract Unit Price for "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. SOLID DEBRIS CUTTING

- E10.1 Refer to specifications section 3.3.3 and 3.3.11, CW 2140.

E11. LIFT STATION CLEANING

- E11.1 For the purpose of the Work, Lift Station Cleaning shall include Wet Well Chamber cleaning as identified by the Contract Administrator.
- E11.2 The Proponent can request As-Built records of the Lift Stations during the Bid Process and will be supplied by the Contract Administrator. Further consultation will be required prior to cleaning activities with City Operations.
- (a) Newton Diversion and Flood Combined Station
 - (b) Hawthorne Lift and Flood Combination Station
 - (c) Irving Place Lift Station
 - (d) Larchdale Lift Station
 - (e) Fort Rouge Park Flood Pumping Station
 - (f) Jessie Lift Station and Flood Pump Station
 - (g) Chataway Lift and Flood Combined Station
 - (h) Tuxedo Lift Station
 - (i) D'Arcy Lift Station
 - (j) Cockburn Lift Station
 - (k) Notre Dame Lift Station
 - (l) King Edward Lift Station
 - (m) Hart Lift Station
- E11.3 The Contractor shall review the health and safety implications and need of accessing the Lift Stations to carry out the Work. The Contractor shall provide a Lift Station Access Health and Safety Risk Assessment for review by the City via the Contract Administrator prior to Work being approved to go ahead.
- E11.4 Perform Lift Station Cleaning as required by the Contract Administrator.
- E11.5 Clean Lift Stations using all equipment, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work.

E11.6 Lift Station Cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Lift Station Cleaning". The amount to be paid will be the total number of hours spent cleaning Lift Station Wet Well Chambers and other associated Lift Station Appurtenances in this Contract, accepted and measured by the Contract Administrator. Time spent for debris disposal and mobilization/demobilization to and from the site will be included in the Contract Unit Price for "Lift Station Cleaning".

E12. MANHOLE CLEANING

E12.1 This specification amends and supplements specification CW 2140.

E12.2 High Flow Conditions:

- (a) The Contractor shall attempt cleaning and inspection at times that facilitate obtaining the maximum visible image above the flow surface which are typically at the diurnal low flow periods each day or at night. Work that cannot be completed due to excess water levels shall be coordinated with the Contract Administrator.
- (b) If manhole chambers are observed to be surcharged the Contractor shall communicate the observation to the Contract Administrator via the SharePoint Site under "Manholes of Concern".
- (c) The Contract Administrator, Contractor shall collaborate to determine if there is a hydraulic or operational restriction within the area.
- (d) If hydraulic overload is determined by the Contract Administrator, cleaning and inspection shall take place during a low diurnal period, such as nighttime to ensure a full cleaning and inspection of the chamber is completed.
- (e) If an operational issue exists within the Contracted Work, the cleaning of associated sewers shall be completed to alleviate and reduce flow. Otherwise, the Contract Administrator will instruct whether an incomplete inspection be carried out of the surcharged manhole chamber.
- (f) If an operational issue exists outside of the Contracted Work, the cleaning of associated sewers shall be reviewed by the Contract Administrator to alleviate and reduce flow. Additional assets cleaned will be paid as per Clause 4.1.1 with additional time consideration made by the Contract Administrator. Otherwise, the Contract Administrator will instruct whether an incomplete inspection be carried out of the surcharged manhole chamber.

E12.3 Further to Clause 3.5.7, all manhole cleaning shall commence in the upper chimney component of the manhole moving loose debris, gravel, ragging etc. to the lower cone and wall components and to the benching and channel regardless of the method chosen to clean the sections. Cleaning shall include the trapping and removal of all sediments and residual wastes from the invert of the manhole as the cleaning progresses. Any debris moved into the associated (predominant) mainline sewers shall be subsequently cleaned where:

- (a) The intent of manhole cleaning is to remove foreign material such as bricks, rocks, dirt, grease, settled deposits (sand and grit), solids, fine roots, and other debris using multiple passes using a cleaning wand associated with the high-pressure water jetter equipment and extraction of deleterious material in order to be able to conduct a NASSCO compliant inspection.
- (b) The Contractor shall evaluate if the manhole is adequately cleaned to justify scanning inspection work after cleaning. The Contractor is wholly responsible for determining if the chamber is adequately cleaned to complete the scanning inspection.
- (c) During all manhole cleaning operations, satisfactory precautions shall be taken to protect the manhole chamber from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled or pressurized cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the manhole chamber are used, precautions shall be taken to ensure that the

water pressure created does not cause any damage or flooding to the manhole or to public or private property being served by the manhole or surrounding sewers involved.

- (d) The Contractor shall operate the vacuum hose local to the outgoing channel and pipe in such a manner that solids and debris are trapped and removed. No silts, sand, gravel, debris, etc., shall be allowed to pass into the downstream pipe.
- (e) The cleaning and inspection submittal shall be rejected if the inspection observes debris within the interconnecting mainline sewers that are identified to be cleaned under this Contract by the Contract Administrator. The Contractor shall be instructed to revisit, re-clean and re-inspect the asset at no additional cost.
- (f) Under no circumstances shall sewage or solids removed from the manhole be dumped onto streets, catch basins, storm drains, or receiving waters.
- (g) All materials removed shall be properly disposed at a landfill licensed to receive the applicable wastes.

E12.4 Cleaning of manholes not meeting E12 requirements shall be rejected. The Contract Administrator shall instruct the Contractor to remobilize, reclean and reinspect the asset as per the specifications to the satisfaction of the Contract Administrator unless the Contractor can demonstrate site limitations and conditions that prevent adequate cleaning. Additional costs incurred by the Contractor associated with the recleaning and reinspection shall be the responsibility of the Contractor.

E12.5 Accepted cleaning and corresponding inspection shall be paid as per Clause 4.5.1.

E13. MISCELLANEOUS MANHOLE CLEANING

E13.1 For the purpose of the Work, Miscellaneous Manholes include; access manholes, control structures, flush tank and overflow chambers, as identified on the drawings and as listed in Form B: Prices.

E13.2 Miscellaneous manhole cleaning is deemed additional efforts in excess of the requirements set out in CW2140 and E12; examples may be the removal of hardened concrete or bituminous asphalt found within the manhole channel. Perform Miscellaneous Manhole Cleaning only as required by the Contract Administrator.

E13.3 Clean manholes using all equipment, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work.

E13.4 Miscellaneous manhole cleaning will be measured on a unit basis and paid for at the Contract Unit Price for "Miscellaneous Manhole Cleaning". The amount to be paid will be the total number of Miscellaneous Manholes cleaned in this Contract, accepted and measured by the Contract Administrator. Time spent for debris disposal and mobilization/demobilization to and from the site will be included in the Contract Unit Price for "Miscellaneous Manhole Cleaning".

E14. SEWER INSPECTION

E14.1 This specification amends and supplements specification CW 2145.

E14.2 All open access structures or manholes will be attended at all times, and all access control structures or manholes that are sealed or bolted to control odours or entry of extraneous water or for security reasons will require permissions prior to opening by the Contract Administrator and in turn by City Operations. The Contractor shall liaise with the Contract Administrator to ensure that sealed or bolted chambers have been adequately sealed or bolted, post inspection.

E14.3 Where drop connections are observed, the camera shall pan and zoom into the "Tap" connection to observe defects and provide comment within the remarks column of the Tap entry using NASSCO's order of severity rules.

- E14.4 Further to Section 3.7.4, operators failing to provide copies of their NASSCO certification and / or 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 NASSCO PACP and MACP version 7.0.0 of the manual or greater.
- E14.5 Further to Section 3.13, a paper or “hard copy” of the inspection reports are not required and the following digital format submissions shall be provided:
- (a) The Contractor shall maintain backup copies of all digital video and inspection data submissions for the duration of the Warranty Period as stated in C13.
 - (b) The Contractor shall supply separately two (2) duplicated, 2.5 inch portable HDD’s, complete with all operating software, power adaptors and USB cables, containing all video inspections, post-processed data, inspection PACP and MACP defect coded reports and coding data to the City upon completion of the project.
 - (c) All HDD’s shall be sized appropriately to accommodate all above mentioned files and have dual USB 3.0 (preferable) and (a minimum) USB 2.0 compatibility with a minimum data transfer rate of 480 MB/s.
 - (d) The Contractor shall submit within one (1) week of sewer inspection the sewer inspection deliverables as per E14 to the project SharePoint site under the “2022 Inspections” link. In the event the SharePoint site is non-functional, communication to the Contract Administrator shall be made to ensure compliance, otherwise the Contractor shall submit a separate HDD to the Contract Administrator.
- E14.6 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.
- E14.7 Replace Clause 3.11.1 with:
- E14.7.1 Capture the inspections in digital format in colour from the live video source on HDD to the following minimum requirements.
- (a) For sewer diameters less than 1800mm in height the minimum camera lens and recording requirements will be:
 - (i) XDVD MPEG-2 or MPEG-4 format (MPEG-4 preferred).
 - (ii) Picture Size: NTSC 720 x 480 (or greater) @ 29.97 frames per second.
 - (iii) Data/Bit Rate: 6.0 Mbit/sec.
 - (b) For sewer diameters 1800mm in height and larger, the minimum camera lens and recording requirements will be:
 - (i) XDVD MPEG-2 or MPEG-4 format (MPEG-4 preferred).
 - (ii) Picture Size: 1024x768 (or greater) @ 29.97 (minimum) frames per second.
 - (iii) Data/Bit Rate: 6.0 Mbit/sec.
 - (c) The use of Side Wall Scanning technologies resolution shall be at a level of resolution as per E14.7 to ensure pipe wall loss clarity is provided within the imagery. Viewing software shall be provided at no cost to the City or the Contract Administrator to ensure the user has full autonomy when viewing the sewer pipe. Pre-recorded video shall also be submitted for Side Wall Scanning technologies in addition to specialty autonomous viewing software and data. No water droplets, debris marks or similar shall exist on the lens that would cause image blur or inhibit the clear and uninterrupted view of the pipe during the inspection. Side Wall Scanning technology platforms shall be used having sufficient illumination within given diameters as per the camera manufacturer’s recommendations.

E14.7.2 Further to Clause 3.8 and E14.7 video imagery must not contain black or other coloured or other erroneous columns or bands where formatting of lesser resolution camera lens recordings have been resized to meet the Picture Size requirements of this specification. Video will be reviewed by the Contract Administrator with the potential for rejection if these bands or columns are observed.

E15. MANHOLE INSPECTION

E15.1 This specification amends and supplements specification CW 2145.

E15.2 Identified manholes for cleaning and inspection are contained within Appendix 1 of this specification.

E15.3 Inspection of manholes will use side scanning imagery and point cloud collection equipment only to NASSCO MACP Level 2 inspections for the purposes of assessing thoroughness of cleaning, observing and recording structural and service defects and construction features of existing manhole and control structure assets and to verify new and rehabilitated sewer construction prior to acceptance.

E15.4 The Contractor shall submit within three (3) weeks of manhole inspection the manhole inspection deliverables as per E15 to the project SharePoint site under the “2022 Inspections” link. In the event the SharePoint site is non-functional, communication to the Contract Administrator shall be made to ensure compliance, otherwise the Contractor shall submit a separate HDD to the Contract Administrator.

E15.5 Replace Clause 3.6 with:

- (a) Perform NASSCO MACP V7.0.0 or greater manhole condition Level 2 inspection and coding in general accordance with E15 of this specification and with the following additional requirements.
- (b) The following fields shall be used when completing the “Header” details in the manhole inspection header form. By default, Field 5 the “Owner” is City of Winnipeg and Field 6, the “Customer” will be the Contract Administrator for 299-2022, AECOM.
 - (i) Field 38 – 43 data shall be collected using a hand-held GPS device to achieve Nearest (N) or sub-meter (M) accuracies dependent upon available satellite coverage.

E15.6 Further to Section 3.6, Field 34-37 of the Measurements section shall be measured in whole numbers and expressed in millimetres.

E16. SEWERS LOCAL TO SCHOOLS

E16.1 Sewers adjacent to schools have been identified where further coordination will be required for lane closures and / or temporary use of school facilities are noted but not limited to the table below:

ASSET ID	STREET
S-MA00001179	SCOTIA ST
S-MA00001180	SCOTIA ST
S-MA00001181	FORREST AV
S-MA40002603	KINGSFORD PL

E17. SEWERS LOCAL TO LIFT STATIONS

E17.1 Sewers upstream of Lift Stations may have different degrees of access, exposure limits and inspection success, due to a range of restricted platform access, flows retained within the

network based incoming flow and forward pumped flows. No hydraulic analysis has been undertaken however the control or timing of inspection will likely be during nighttime, during low flow environments to maximise visible imagery of the pipe.

E17.2 Also contained in the table are assets located within grounds local to Water Pump Stations that may have access issues or further coordination with Water Services to enable inspection.

E17.3 Sewers labelled as being local to existing lift stations include but not limited to the following:

ASSET ID	STREET
S-MA70016984	BUS RAPID TRANSIT
S-MA40002177	KILDONAN DR

E18. SEWER INSPECTION EQUIPMENT

E18.1 Sewer Inspection Equipment

E18.1.1 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.

E18.1.2 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 or skid system. The Contractor shall notify the Contract Administrator prior to the use of a float or skid platform, tethered by use of flusher hosing capable at distances stated in E18.2.1(b).

E18.2 In-Line CCTV Inspection Platform

E18.2.1 Minimum requirements of the in-line inspection platform that meets the intent of B13.8, that 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 600m 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 the conveyance and 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 at the widest horizontal viewing angle and the pipe's side periphery.
 - (i) Lighting for the camera shall be waterproof and suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative and provide a clear picture in 100 percent humidity conditions.
 - (ii) An unclear picture due to excessive lighting (image flare), the lack of lighting or the presence of fog, steam, or excessive humidity will be considered unsatisfactory. The Contractor is responsible for identifying and implementing corrective actions to obtain suitable video quality, such as using fans or ventilation systems to dissipate the fog or by the heating of incoming air to mitigate fog.
 - (iii) Light heads shall be changed upon the request of the Contract Administrator.
- (f) A blurred picture due to fats, oil or grease or a failure in one or all of the primary colour additives, Red, Green, Blue (RGB) visuals will be considered unsatisfactory. The Contractor is responsible for identifying and implementing corrective actions to

obtain suitable video quality, such as cleaning the sewer mainline, having the camera lens cleaned prior to reinspection of the mainline.

- (g) The Contractor is responsible for presenting issues regarding questionable video quality immediately to the attention of the Contract Administrator.

E18.3 Hand Held Camera Use

E18.3.1 Further to Section 3.17 and subject to E18.2.1 a hand held waterproof “Go Pro” © or alternative approved by the Contract Administrator may be used to perform inspections within the large diameter (1800mm in height or larger) Land Drainage System (LDS) Inspections where current debris levels exceed E18.2.1 inhibiting traditional CCTV inspections in accordance with the following:

- (a) Camera to be waterproof and of similar quality or better as per Section 3.11;
- (b) Handheld adequate intrinsically safe even lighting shall be used and panned simultaneously with the camera as necessary;
- (c) A measuring device shall be used in accordance with CW2145 to facilitate defect positioning. The laser pointing device with paint sprayed chainage distances shall be applied above the spring line at 2m intervals on the interior pipe wall face for distance correlation.
- (d) Operator shall attempt to maintain a camera position center to the pipe, walking downstream, pausing to pan observed defects and cross referenced with the distance attained using zoom functions as necessary, centering the camera back to the forward observing position to continue the survey; and
- (e) Attempt to complete the inspection for the entire LDS pipe to the downstream node.

E18.3.2 Handheld Inspections will be measured on a length basis for each LDS and paid for at the Contract Unit Price for the pipes corresponding diameter range within the “Sewer Inspections” section. Length to be paid for will be the total steel tape measured length of Sewer inspected in accordance with this specification, accepted and measured by the Contract Administrator.

E18.3.3 No confined space entry shall be completed without Contract Administrators approval. The Contractor shall review the health and safety implications and need of accessing the LDS asset to carry out the Work. The Contractor shall provide a LDS Person Entry Health and Safety Risk Assessment for review by the City via the Contract Administrator prior to Work being approved to go ahead.

E19. DIGITAL PANORAMIC MANHOLE INSPECTION

E19.1 Notwithstanding CW 2145, inspect manholes using digital panoramic manhole inspection system such as the IBAK PANORAMO SI, RST Helix or equivalent shall meet the following criteria:

- (a) The inspection camera system must be 100% digital, having submitted software that will provide and allow the autonomous viewing of the chamber to facilitate the Condition Assessment process. Any analog or NTSC video camera will be deemed unacceptable.
- (b) Perform manhole condition coding in accordance with the requirements of the NASSCO MACP V7.00 or greater.
- (c) Perform condition coding using operators who are certified in accordance with the National Association of Sewer Service Companies (NASSCO) having attained and retained their “Manhole Assessment Certification Program” (MACP) certification.
- (d) 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 NASSCO MACP V7.0.0 manual or greater.

- (e) 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.
- (f) 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 having a recommended contrast set to less than 1.5.
- (g) 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. Inspections showing evidence of corrupt or erroneous imagery, scratched lenses or protective glass plate or similar due to poor handling and application shall be rejected.
- (h) 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.
- (i) 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.
- (j) The digital film files will be captured to a "High Quality" setting that must include an unfolded view of the manhole with a minimum of 3000 lines of vertical resolution, providing all front, back and wrapped images that will be, at a minimum height and width of 1040x1040 pixels, to a resolution of 96 dots per inch. Latest 4k technologies will also be reviewed for acceptance.
- (k) 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.
- (l) 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.
- (m) The virtual pan and tilt and unfolded views must be able to be viewable by the City with all the required executable software included for each disc and HDD at no additional cost to the Contract Administrator or the City of Winnipeg.
- (n) The Contractor shall provide the database.
- (o) The inspection system must descend to the lowest point within the manhole chamber to a depth that will facilitate accurate perpendicular measurements using the software's measuring tools to occur.
- (p) Any inspection exhibiting an incomplete descent having a distance greater than one (1) metre above the invert or water level resulting to data interpolation, will be rejected unless appurtenances or obstructions are present within the chamber and accepted by the Contract Administrator.
- (q) 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 recorded as an MGO and its measurement from manhole rim to weir crest recorded within the remarks field.
- (r) 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.
- (s) Manhole condition coding shall be submitted to the Contract Administrator as per E14.5(b).

E19.2 Further to Clause 3.17.8:

- (a) A skilled and NASSCO MACP certified technician or supervisor who shall be located at the control panel in the mobile data collection studio shall control the operation of the digital

panoramic inspection equipment. Perform manhole inspections in accordance with the following:

- (i) From the top to the bottom of the manhole.
- (ii) From the manhole frame to the center line elevation of the existing sewer.
- (iii) Ensure the frame of the manhole is clearly visible at the start of the inspection.
- (iv) Provide a chalk or dry-erase-board placed adjacent to the manhole cover, within the inspection imagery, noting the Date, Contract #, Manhole Asset ID # and physical measurement of manhole rim to invert dimension.
- (v) Provide a second chalk or dry-erase-board placed adjacent to the manhole cover, within the inspection imagery, using an arrow to indicate where North is located.
- (vi) Spray paint a mark (with a colour consistent for the duration of the project and a different color to the North point) indicating the 6 o'clock position that is in reference to the first outgoing pipe (taken from north in a clockwise direction, as per NASSCO MACP requirements) visible on the surface and within the manhole frame. Plastic templates placed on the surface may also be used to represent the North point and the 6 o'clock position.
- (vii) Block ambient light during the inspection to minimize problems related to lens flare and poor contrast. Latest technologies now incorporate sun shields; where possible, ensure image capture surrounding the above ground environments for site familiarisation / orientation is completed.
- (viii) Inspect the manhole to the lowest depth that will facilitate accurate perpendicular measurements using the software's measuring tools. Depth distances shall be provided in millimetres as per E15.5.
- (ix) Complete all steel tape or calibrated footage counter measurements pertinent to mandatory MACP Level 2 measurements that are located at or around the cover and frame area. In accordance with NASSCO MACP standards, the Contractor shall measure the rim to invert using a steel tape or calibrated footage counter from the surface to validate the measurement available from the panoramic scan.
- (x) No confined space entry shall be completed without Contract Administrators approval.

E20. MANHOLES WITH LIMITED ACCESS

E20.1 Manholes are defined as per E13.1.

E20.2 Manholes with limited access are those that have different degrees of access issues, ranging from no vehicular access to full vehicular access. In addition, some manholes are located on private property and require coordination with the individual landowners to facilitate establishing access and, in some cases, may be subject to certain regulatory requirements while working on the owner's property (e.g. work within a railway right-of-way).

E20.2.1 While the City of Winnipeg has right of entry to all locations along the Sewer Network, the Contractor shall comply with all regulatory requirements associated with work required to be carried out on all property not owned by the City of Winnipeg and all reasonable requests and requirements of private landowners.

E20.2.2 All coordination to establish access, for the performance of all Work, and for any restoration required post-inspection to re-establish conditions to a condition equal to or better than their pre-inspection condition shall be provided by the Contractor.

E20.3 Manholes labelled as having Limited Access include but not limited to the following:

ASSET ID	STREET
S-MH60009034	BUS RAPID TRANSIT
S-MH60009044	BUS RAPID TRANSIT

S-MH60009037	BUS RAPID TRANSIT
S-MH60009040	BUS RAPID TRANSIT
S-MH60009047	BUS RAPID TRANSIT
S-MH60018459	BUS RAPID TRANSIT
S-MH70042586	BUS RAPID TRANSIT
S-MH70042587	BUS RAPID TRANSIT
S-MH70042588	BUS RAPID TRANSIT
S-MH70042589	BUS RAPID TRANSIT
S-MH70042590	BUS RAPID TRANSIT

E21. FLUSH TANK MANHOLES

E21.1 Flush tank chambers exist where chamber access is restricted due to its configuration, weirs and apparatus. Inspections downstream of the chambers have limited access and may be configured with 90° bends that may only allow push camera technologies to facilitate a complete inspection. Limited, to no access from the downstream location may available due to the possibility of tee configurations, thus presenting a challenging inspection and as such are itemised separately.

E21.2 The following flush tank manholes have been identified for cleaning and inspection:

ASSET ID	STREET
S-MH00001023	BALLARD CR
S-MH00000953	KINGSBURY AV
S-MH00000961	BURRIN AV
S-MH60007513	HUGO ST N
S-MH60007541	SCOTLAND AV
S-MH60007553	HUGO ST N
S-MH60007580	MULVEY AV
S-MH60007611	DUDLEY AV
S-MH60007662	NASSAU ST N
S-MH60007771	DON AV
S-MH60007837	DUDLEY AV
S-MH60009118	DORCHESTER AV
S-MH60007843	DUDLEY AV
S-MH60007866	GARWOOD AV
S-MH60007886	WARSAW AV

ASSET ID	STREET
S-MH60008305	COCKBURN ST N
S-MH60007949	MCMILLAN AV
S-MH60008065	DORCHESTER AV
S-MH60010232	HECTOR AV
S-MH60008970	GERTRUDE AV
S-MH60008228	FLEET AV
S-MH60009993	CARTER AV
S-MH60010014	WEATHERDON AV
S-MH60008254	SCOTLAND AV
S-MH60008977	OSBORNE ST
S-MH60008267	LORETTE AV
S-MH60009037	BUS RAPID TRANSIT

E21.3 Flush tank manhole inspections will be measured on a unit basis and paid for at the Contract Unit Price for “Flush Tank Manhole Inspections”. The amount to be paid will be the total number of Flush Tank Manholes inspected in this Contract, accepted and measured by the Contract Administrator.

E21.4 If identified and approved for inspection, flush tank leads inspections will be measured on a unit basis and paid for at the Contract Unit Price for “Flush Tank Lead Inspections”. The amount to be paid will be the total metres of Flush Tank Leads inspected in this Contract, accepted and measured by the Contract Administrator.

E22. INSPECTIONS – GENERAL

E22.1.1 Further to Clause 3.19.2, incomplete inspections for sewer and manhole inspections shall be communicated via the SharePoint Site under the “Incomplete Inspections” page, indicating the date and time of the attempt, reasoning, efforts and actions set out by Section 3.19. This will be reviewed with the Contract Administrator on a weekly basis for City, Contract Administrator and/or Contractor action to remedy the incompleteness for the goal of completing a full inspection.

E22.1.2 An “empty header” or “0-m MSA” inspection shall be completed for sewer segment that cannot be inspected for reasons such as high flow, depths or velocities, inaccessibility to the sewer due to inaccessible or unlocated access structures, heavy debris, and at the Contract Administrator’s direction, etc. The inspection form header and detail sections shall comply with NASSCO PACP guidelines populating all required header fields. The contractor will abandon the survey at a distance of 0-m inspected and provide a general comment that describes the reason that the inspection cannot be conducted in the Additional Information field. An “empty header” inspection shall also be created for reversal inspections that cannot be completed noting reasons for non-completion. The Contractor shall record at least one photo documenting conditions preventing the inspection of the pipe segment. Empty header records shall be included in the PACP database as submitted by the contractor with adjoining segments. Comments to be included within the header Field 59 to provide further information regarding the incomplete inspection attempt.

- E22.1.3 Further to Section 3.19.2, incomplete Surveys that are due to GIS error reporting shall also be communicated via the SharePoint Site under the “GIS Error - Merged Assets” and “GIS Error – All Others” indicating which host sewer was used for the inspection, detailing all other assets that are merged into the host inspection.
- E22.1.4 Further to Section 3.19.2 and E12.2, manholes identified being in a surcharged environment (standing water) or in imminent failure shall be communicated via the SharePoint Site under the “Manholes of Concern” page, indicating the issues observed in the inspection. Incomplete manhole inspections will not be communicated within the “Manholes of Concern” page.
- E22.1.5 Further to Section 3.22.1, clear water infiltration observations shall also be communicated via the SharePoint Site under the “Water Infiltration” page, providing asset number, location, date and time of the observation, description with attached screen captures to help facilitate Section 3.19.

E23. EXISTING CONDITIONS

E23.1 Re-Inspection

- (a) Inspections for 94,470m of combined sewers and 1,725m wastewater sewers, located mainly in the Armstrong, Hawthorne, Jessie, and Newton sewer districts, make up the full inventory for Critical Stage 1 and 2.
- (b) The sewers are located within City of Winnipeg right-of-ways, though the possibility some may be located on unmade and private property exists.
- (c) Cleaning of 85% of Re-Inspection assets shall take place.
- (d) Most assets were previously inspected between 10 and 20 years ago.

E23.2 Land Drainage Sewers (LDS)

- (a) Inspection of 10,310m of previously uninspected LDS sewers located predominantly in the D’Arcy and Tuxedo sewer districts.
- (b) Cleaning of 79% of LDS sewers shall take place.
- (c) Hydraulic modelling of these sewers has not taken place, but there is no anticipated river water surcharge during Normal Summer Water Levels.
- (d) The sewers are located within City of Winnipeg right-of-ways, though the possibility some may be located on unmade and private property exists.
- (e) The LDS exhibit markedly different flow patterns relating directly with weather conditions and attenuated flow levels from local ditches or watercourses that will present potential water level and flow issues, but it is expected that in-line inspections are feasible under dry weather flow conditions but are under the influence of river levels and are not likely gated. The Contractor shall carry out CCTV inspections at times that facilitate obtaining the maximum visible image above the flow surface.
- (f) The LDS system services road and ditches, conveying rainfall and snow melt runoff and, as with all other pipe conveyance flow types, is subjected to infiltration and exfiltration. Operational issues will see debris runoff from the highway and other environments that will lead to inconsistent debris build up having obstructions or blockages of foreign objects that could be hard to clean or traverse. Cleaning shall however take place for 76% of the LDS inventory and for the remaining 24%, for sewers 900mm diameter and larger, will not be cleaned and shall require traversing over existing debris levels.

E23.3 Wastewater Sewers (WWS)

- (a) Inspection of 10,570m of previously uninspected WWS located primarily in the Regent Square, Kildonan Place, and Harbour View North sewer districts.
- (b) Cleaning of 83% of WWS shall take place.

- (c) The sewers are located within City of Winnipeg right-of-ways, shopping mall parking lots, and other busy and private areas.

E23.4 Storm Relief Sewers (SRS)

- (a) Inspection only of 1,300m of SRS located in the Transcona, Jessie and River sewer districts.
- (b) The SRS identified in Transcona may now be functioning as a LDS system due to sewer network upgrades in the Transcona area.
- (c) The sewers are located within City of Winnipeg right-of-ways, though the possibility some may be located on unmade and private property exists.

E24. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

- E24.1 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: (<https://winnipeg.ca/publicworks/transportation/pdf/2019-ManualOfTemporaryTrafficControl.pdf>).
- E24.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:00 to 18:00 hours Monday to Friday unless approved by the Contract Administrator.
- E24.3 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.
- E24.4 Regional Streets are listed in the Appendix of the City's Manual of Temporary Traffic Control which is available at <https://winnipeg.ca/publicworks/transportation/pdf/2019-ManualOfTemporaryTrafficControl.pdf>
- E24.5 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.
- E24.6 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.
- E24.7 Erect signs no sooner than 24 hours before the Work commences at a particular location.
- E24.8 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.
- E24.9 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.
- E24.10 Return signs immediately upon completion of the Work.
- E24.11 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.
- E24.12 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.

- E24.13 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.
- E24.14 Time taken with establishing lane closures for all non-regional streets, but not including any permits or fees associated with acquiring access, shall be paid for under the Provisional Item O.2, where the Contractor shall provide an hourly rate, applied monthly having an upset limit of \$60,000.

E25. NOTICES TO RESIDENTS

- E25.1 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.
- E25.2 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.
- E25.3 The Contractor shall update the project SharePoint site, under the "Notices to Residents" page, for each day on which letters to residents were delivered. Access and initial training to the project SharePoint site will be provided by AECOM. SharePoint will be used for project information sharing purposes as specified in E27.
- E25.4 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.

E26. DAMAGE TO CITY AND PRIVATE PROPERTY

- E26.1 All damage to City and private property caused by cleaning or inspection operations is the responsibility of the Contractor. The Contractor shall repair all damaged property to the satisfaction of the Contract Administrator. All costs associated with these repairs shall be at the Contractors own expense.
- E26.2 Notify the Contract Administrator immediately when damage to property occurs.
- E26.3 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. Reports shall be submitted to the Contract Administrator within 24 hours of attending the property.
- E26.4 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
- E26.5 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.
- E26.5.1 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.
- E26.5.2 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.

E26.5.3 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.

E26.6 The Contractor shall provide the Contract Administrator with a local 24-hour contact number to arrange for immediate clean-up and repair of private property.

E27. PROJECT INFORMATION SHARING

E27.1 Project information sharing will be done using Microsoft SharePoint 2013, referred to herein as SharePoint. SharePoint is a web-based collaboration tool that allows designated users to view, upload, and edit information depending on permissions granted.

E27.2 SharePoint will be used by all stakeholders (WWD, AECOM, and the Contractor) to effectively centralize and manage project information such as, but not limited to; Uploading and Video Storage, Daily Reports, Weekly Reports, Progress Payments, Meeting Minutes, Schedule, Construction Progress, Alerts, Site Trouble Spots, Letters to Residents, Complaints Reporting, Urgent Repairs, Hydrant Locations, Notices to Residents, Incomplete Inspection Records, Water Infiltration Notification etc.

E27.3 Access and permissions will be granted by AECOM as approved by WWD. Initial training and support on the use of SharePoint will be provided by AECOM.

E28. PROJECT DELIVERABLES

E28.1 CCTV Sewer and Panoramio Manhole Inspections shall include the following information:

- (a) The Contractor shall submit formal NASSCO PACP and MACP compliant Sewer and Manhole Inspection Reports as specified in E14.5(d) and E15.4 respectively, in digital (PDF) format, that summarizes all inspection activities and includes all inspection data in their raw format, along with any software viewing packages required, free of charge to the City and Contract Administrator, to view or utilize the video and raw data as per E18 and E19.

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) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of Contact, 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 Police Information Check 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 Police Information Check is not provided, or for whom a Police Information Check 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 Police Information Check 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.