



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 692-2015

2015 OUTFALL INSPECTIONS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2015 OUTFALL INSPECTIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 20, 2015.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that the Sewers and Outfalls may be located in easements through private property or City owned parklands and right-of-ways where a paved access may not exist. The Bidder will be required to coordinate with the Contract Administrator and owner to arrange for access. It will be the Bidder's sole responsibility to restore or reinstate any structure or surface to private and City owned property.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall 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 Bid Opportunity 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 Bid Opportunity 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.

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

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

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

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

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

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 B17.
- 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.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B17.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Bids shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

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

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - Security Clearance;
- (e) have completed at least three (3) successful projects with the use of SONAR technology equivalent to the level of complexity of the equipment specified for use on this project; and
- (f) have successfully completed over 5000 meters of previous CCTV inspection on sewers 1800 mm and larger for condition assessment purposes (CCTV of new infrastructure for acceptance purposes shall not be deemed as representative experience).

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

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

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

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

B13. BID SECURITY

B13.1 The Bidder shall provide bid security in the form of:

- (a) a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B13.1.1 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.

B13.1.2 All signatures on bid securities shall be original.

B13.1.3 The Bidder shall sign the Bid Bond.

B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B13.2 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 executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 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 Bid Opportunity.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B14.1.1 Bidders or their representatives may attend.

B14.2 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 Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B15.2 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 executed and the performance security 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.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are

imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) 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 Bid Opportunity 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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of inspecting 341 existing outfall pipes and 15 sewer pipes, constituting a range in diameter from 200mm to 3700mm in height that totals 19.2km of outfall and 1.1km sewer pipe. Access to assets will be via associated control structures or manholes located at various districts throughout the City of Winnipeg. Work will be subdivided into seasonal inspection programs that will seek to address current river levels to maximise on successful inspections.

D2.2 Cleaning of outfalls shall be undertaken only to provide a debris free channel within the pipe to facilitate an inspection under this Contract.

D2.3 Outfalls that are at risk of no visual CCTV inspections, that are likely below Winter River level, shall have quantities allocated for Sonar Inspection work.

D2.4 The seasonal inspection programs are broken out by diameter ranges and priced accordingly to the following tasks:

- (a) Site Mobilisation
- (b) Linear Measured Sewer CCTV Inspection
 - (i) Circular CCTV Inspection of sewers upstream of the Outfall
 - (ii) Egg CCTV Inspection of sewers upstream of the Outfall
- (c) Enumerated Outfall CCTV Inspection
 - (i) Circular CCTV Inspection of all Outfall Pipe <120m
 - (ii) Circular CCTV Inspection of all Outfall Pipe >120m
 - (iii) Egg CCTV Inspection of Outfall Pipe <120m
- (d) Linear Measured Sonar Inspection
 - (i) Circular Sonar Inspection of Identified Outfall or Sewer Pipe
- (e) Miscellaneous Outfall Cleaning
- (f) Provisional Items
 - (i) Circular Inspections
 - (ii) Egg Inspections
 - (iii) Replace Standard Manhole Covers

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**WRc**" means "Water Research Centre" which is accepted standard for sewer condition coding and assessment.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Christopher Mitchell, BSc Hons
Asset Management Specialist
99 Commerce Drive
Winnipeg, MB R3P 0Y7
Telephone No. 204 477 5381
E-mail address: chris.mitchell@aecom.com

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

D4.3 Bids Submissions must be submitted to the address in B8.8.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D7. NOTICES

D7.1 Except as provided for in C23.2.2, 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.

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, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.

D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

- D7.4 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

- D7.5 Bids Submissions must be submitted to the address in B8.8.

D8. FURNISHING OF DOCUMENTS

- D8.1 Bidders have access to the complete set of the Drawings from the City's Materials Management Site during the Tender Period. If the Bidder requires additional printed sets of the Drawings, they will be supplied to him/her at cost.
- D8.2 Tender drawings do not provide affected resident addresses or key contact details however this information will be provided to the successful Bidder within the Construction Drawings.
- D8.3 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.
- D8.4 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of Construction Drawings, of Tabloid (11" x 17") size, detailing outfall inspection and flow types, asset numbers with upstream manholes and nodes and known material type. Lined Assets for inspection are in bold and highlighted in green. Flow types will not be separated out onto separate drawings. If the Contractor requires additional printed sets of 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.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at 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.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D12. PERFORMANCE SECURITY

D12.1 The Contractor shall provide and maintain performance security 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; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent 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.

D13. SUBCONTRACTOR LIST

D13.1 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.

D14. EQUIPMENT LIST

D14.1 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.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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.

D15.2 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 the Work at each site.

all acceptable to the Contract Administrator.

D15.3 Further to D15.2(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.

D15.4 Further to D15.2(c), the deployment schedule shall show the time line required for the Work at each site for:

- (a) CCTV inspection schedule.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the performance security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the equipment list specified in D14; and
 - (viii) the detailed work schedule specified in D15.
- (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.
- (c) The Contract Administrator will offer the Successful Bidder a half day training session to reinforce the acceptance criteria for coding defects within Outfall pipes.

D16.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D17. HOURS OF WORK

D17.1 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.

D17.2 No Work shall be performed outside the hours stated in D17.1 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.

D18. SUBSTANTIAL PERFORMANCE

D18.1 The Contractor shall achieve Substantial Performance by July 15, 2016.

D18.2 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 re-inspected.

D18.3 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.

D19. TOTAL PERFORMANCE

D19.1 The Contractor shall achieve Total Performance by July 29, 2016.

D19.2 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 re-inspected.

D19.3 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.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve 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) Substantial Performance – one thousand five hundred dollars (\$1,500);
- (b) Total Performance – seven hundred fifty dollars (\$750).

D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Substantial Performance or Total Performance by the days fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.24, 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

MEASUREMENT AND PAYMENT

D24. PAYMENT

- D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D25. WARRANTY

- D25.1 Warranty is as stated in C13.
- D25.2 The Contractor shall maintain backup copies of all video and inspection data for the duration of the Warranty Period.

FORM H1: PERFORMANCE BOND
(See D12)

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

BID OPPORTUNITY NO. 692-2015

2015 OUTFALL 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: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D12)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 692-2015
2015 OUTFALL INSPECTIONS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

2015 OUTFALL 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 D14)

2015 OUTFALL 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/matmgt/Spec/Default.stm> .
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Appendix No.</u>	<u>Title</u>
A	2015 Outfall Inspections Work Program
B	Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphate Gas

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	2015 Outfall Inspections - Key Plan
1	Outfall S-MA70106467 642 GILMORE AV
2	Outfall S-MA40003056 642 GILMORE AV
3	Outfall S-MA40001340 40 MALCANA ST
4	Outfall S-MA40001339 40 MALCANA ST
5	Outfall S-MA40001338 40 MALCANA ST
6	Outfall S-MA40001341 40 MALCANA ST
7	Outfall S-MA40001409 671 MCIVOR AVE
8	Outfall S-MA70031497 16 UXBRIDGE RD S
9	Outfall S-MA70031499 47 UXBRIDGE RD N
10	Outfall S-MA40001432 44 BRAHMS BAY
11	Outfall S-MA70008652 59 DELBROOK CRES
12	Outfall S-MA40000355 335 BONNER AVE
13	Outfall S-MA40000143 30 DELBROOK CRES
14	Outfall S-MA40000341 STONEHAM CRES & BONNER AVE
15	Outfall S-MA40000202 ROTHESAY ST & BONNER AVE
16	Outfall S-MA40000250 ROTHESAY ST & BONNER AVE
17	Outfall S-MA40000244 261 BONNER AVE
18	Outfall S-MA40000014 50 EASTWOOD DR
19	Outfall S-MA40000284 2075 HENDERSON HWY
20	Outfall S-MA40000289 2065 HENDERSON HWY
21	Outfall S-MA40000062 1776 HENDERSON HWY
22	Outfall S-MA70053478 25 VALHALLA DR
23	Outfall S-MA70042861 70 WHELLAMS LANE
24	Outfall S-MA70062167 1180 KILDONAN DR
25	Outfall S-MA40002011 ROWANDALE CRES & KILDONAN DR
26	Outfall S-MA40001805 904 KILDONAN DR
27	Outfall S-MA70016792 856 KILDONAN DR
28	Outfall S-MA70041926 856 KILDONAN DR
29	Outfall S-MA40006872 694 KILDONAN DR
30	Outfall S-MA70017186 530 HENDERSON HWY
31	Outfall S-MA40005212 300 BREDIN DR
32	Outfall S-MA70043042 1 HART AVE

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	
33	Outfall S-MA40011011	16 WATT ST
34	Outfall S-MA70012365	7 ARCHIBALD ST
35	Outfall S-MA70016004	75 ARCHIBALD ST
35	Sewer S-MA70019979	75 ARCHIBALD ST
36	Outfall S-MA50011477	LA FLECHE ST & LA VERENDRYE ST
37	Outfall S-MA50013561	NOTRE DAME ST & MAISONNEUVE ST
38	Outfall S-MA70011059	NOTRE DAME ST & MAISONNEUVE ST
39	Outfall S-MA50011151	MAISONNEUVE ST & DUMOULIN ST
40	Outfall S-MA70008591	NADEAU ST & PROVENCHER BLVD
41	Outfall S-MA70041411	503 RUE PLINGUET
42	Outfall S-MA70007417	465 KAVANAGH ST
43	Outfall S-MA50002498	467 GIROUX ST
44	Outfall S-MA50002504	495 CHERRIER ST
45	Outfall S-MA50002528	500 DOUCET ST
46	Outfall S-MA50003009	456 MARION ST
47	Outfall 692-0001	516 PROSPER ST
48	Outfall S-MA50002566	518 PROSPER ST
49	Outfall S-MA50002903	516 PROSPER ST
50	Outfall S-MA70003216	516 ST CATHERINE ST
51	Outfall S-MA70003218	516 ST CATHERINE ST
52	Outfall S-MA50002586	489 TREMBLAY ST
53	Outfall S-MA50010681	497 TREMBLAY
54	Outfall S-MA70003243	535 DENISET ST
55	Outfall S-MA70007409	555 CUSSON ST
56	Outfall S-MA50010691	GAREAU ST & EVANS ST
57	Outfall S-MA70033704	GAREAU ST & EVANS ST
58	Outfall S-MA50009104	221 EGERTON RD
59	Outfall S-MA70032231	ARCHIBALD ST
60	Outfall S-MA50010965	IROQUOIS BAY & COMANCHE RD
61	Outfall S-MA70028445	605 NIAKWA RD
62	Outfall S-MA70007591	119 SOUTHBRIDGE DR
63	Outfall S-MA70012111	47 SOUTHBRIDGE
64	Outfall S-MA70007384	385 WILLOWLAKE CRES UNIT 28
65	Outfall S-MA70015994	133 LAVALEE RD
66	Outfall S-MA70007543	220 ORCHARD HILL DR
67	Outfall S-MA70082045	850 JOHN BRUCE RD E UNIT 9
68	Outfall S-MA70053508	650 SHOREHILL DR
69	Outfall S-MA70097441	130 CREEK BEND RD
70	Outfall S-MA70003819	1139 ST ANNE'S RD UNIT 24
71	Outfall S-MA50007688	805 ST ANNE'S RD
72	Outfall S-MA50013542	755 ST ANNE'S RD
73	Outfall S-MA50008850	705 ST ANNE'S RD
74	Outfall S-MA70011100	631 ST ANNE'S RD
75	Outfall S-MA50017699	50 JOHN BRUCE RD
76	Outfall S-MA50017691	32 JOHN BRUCE RD
77	Outfall S-MA50018093	43 RICHFIELD AVE
78	Outfall S-MA70011372	117 LAVALEE RD
79	Outfall S-MA50008353	23 MARLENE ST
80	Outfall S-MA70011104	15 MARLENE ST
81	Outfall S-MA50008393	241 WORTHINGTON AVENUE
82	Outfall S-MA50018567	241 HINDLEY AVE
83	Outfall S-MA50014373	201 SADLER AVE
84	Outfall S-MA50014432	198 BERRYDALE AVE
85	Outfall S-MA50012073	45 CLAYTON DR
86	Outfall S-MA70001233	220 FERNWOOD AVE
87	Outfall S-MA70011102	75A MORROW AVE
88	Outfall S-MA50017305	160 NIAKWA RD
89	Outfall S-MA70109899	ST ANNES RD

<u>Drawing No.</u>	<u>Drawing Name/Title</u>		
90	Outfall	S-MA50015374	303 EGERTON RD
91	Outfall	S-MA70032285	249 EGERTON RD
92	Outfall	S-MA50015411	211 EGERTON RD
93	Outfall	S-MA50015464	153 EGERTON RD
94	Outfall	S-MA50015463	BLenheim AVE & EGERTON RD
95	Outfall	S-MA70006168	HAIG AVE & EGERTON RD
96	Outfall	S-MA70011823	131 GUAY AVE
97	Outfall	S-MA70022443	SEINE ST & DUBUC ST
98	Outfall	S-MA70022226	445 EDGEWOOD ST
99	Outfall	S-MA70022563	431 BERTRAND ST
100	Outfall	S-MA70023153	407 DESAUTELS ST
101	Outfall	S-MA70002924	360 NOTRE DAME ST
102	Outfall	S-MA70058126	866 TACHE AVE
103	Outfall	S-MA70032769	MESSAGER ST & TACHE AVE
104	Outfall	S-MA70109090	745 TACHE AVE
105	Outfall	S-MA70017688	745 TACHE AVE
106	Outfall	S-MA70087433	745 TACHE AVE
107	Outfall	S-MA70047759	691 TACHE AVE
108	Outfall	S-MA70016522	691 TACHE AVE
109	Outfall	S-MA70058487	DE LA CATHEDRALE AVE & TACHE AVE
110	Outfall	S-MA70087428	465 TACHE AVE
111	Outfall	S-MA70087426	465 TACHE AVE
112	Outfall	S-MA70105998	11 MARION ST
113	Outfall	S-MA50008337	6 LYNDALe DR
114	Outfall	S-MA70008060	LYNDALe DR & WALMER ST
115	Outfall	S-MA70023892	202 LYNDALe DR
116	Outfall	S-MA70011115	242 METCALFE AVE
117	Outfall	S-MA70007510	5 MAGER DR
118	Outfall	S-MA70018393	5 MAGER DR
119	Outfall	S-MA70006845	91 KINGSTON ROW
120	Outfall	S-MA50014591	143 KINGSTON ROW
121	Outfall	S-MA50017492	KINGSTON ROW & DUNKIRK DR
122	Outfall	S-MA70000304	429 KINGSTON CRES
123	Outfall	S-MA70007561	21 DUNKIRK PL
124	Outfall	S-MA70000751	DUNKIRK DR & FERMOR AVE
125	Outfall	S-MA50011947	218 DUNKIRK DR
126	Outfall	S-MA50011492	15 TOD DR
127	Outfall	S-MA70007444	19 VICTORIA ROW
128	Outfall	S-MA50011163	260 VICTORIA CRES
129	Outfall	S-MA50014761	230 MOORE AVE
130	Outfall	S-MA70041564	106 RIVER RD
	Sewer	S-MA50018412	106 RIVER RD
131	Outfall	S-MA50011568	252 RIVER RD
132	Outfall	S-MA50013076	59 BLACKMORE AVE
133	Outfall	S-MA50008789	136 RIVER POINTE DR
134	Outfall	S-MA50013341	RIVER RD & MINNETONKA ST
135	Outfall	S-MA50010420	23 RIVERGATE DR
136	Outfall	S-MA70053500	27 RIVERGATE DR
137	Outfall	S-MA70074230	99 MARINE DR
138	Outfall	S-MA70016115	ST MARY'S RD & PERIMETER 100 HWY
139	Outfall	S-MA70044563	46 TURNBULL DR
140	Outfall	S-MA70044846	3653 PEMBINA HWY
141	Outfall	S-MA70028480	3564 PEMBINA HWY
142	Outfall	S-MA70028476	3564 PEMBINA HWY
143	Outfall	S-MA60023323	49 CAMPEAU ST
144	Outfall	S-MA60022654	870 ST THERESE AVE
145	Outfall	S-MA60022526	8 LEMAY
146	Outfall	S-MA60023328	45 AV DE LA DIGUE

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	
147	Outfall S-MA60022470	GRANDMONT BLVD & PEMBINA HWY
148	Outfall S-MA70039670	888 CLAUTIER DR
149	Outfall S-MA60022249	39 STORMONT DR
150	Outfall S-MA60021014	965 KILKENNY
151	Outfall S-MA70095110	822 KILKENNY DR
	Sewer S-MA60021034	822 KILKENNY DR
152	Outfall S-MA70095075	822 KILKENNY DR
	Sewer S-MA70007547	822 KILKENNY DR
153	Outfall S-MA70095041	822 KILKENNY DR
	Sewer S-MA70017540	822 KILKENNY DR
154	Outfall S-MA70032567	600 KILKENNY DR
155	Outfall S-MA60016824	D'ARCY DR & GLENGARRY DR
156	Outfall S-MA70087882	3100 BISHOP GRANDIN BLVD
157	Outfall S-MA60016840	3100 BISHOP GRANDIN BLVD
158	Outfall S-MA60021184	100 PLAZA DR
159	Outfall S-MA70007648	1002 RIVIERA CRES
160	Outfall S-MA70109053	CRANE CRESCENT DR & CRANE AVE
161	Outfall S-MA70109067	CRANE CRESCENT DR & CRANE AVE
162	Outfall S-MA70069303	758 SOUTH DR
	Sewer S-MA70032551	758 SOUTH DR
163	Outfall S-MA60013422	WILDWOOD B PK & NORTH DR
164	Outfall S-MA70053441	435 KINGSTON CRES
165	Outfall S-MA70007646	725 SOMERSET AVE
166	Outfall S-MA70042069	46 RIVERSIDE DR
167	Outfall S-MA70032809	905 COCKBURN ST S
168	Outfall S-MA60012037	905 COCKBURN ST S
169	Outfall S-MA70006325	CHURCHILL DR & OSBORNE ST
170	Outfall S-MA60012432	CHURCHILL DR & OSBORNE ST
171	Outfall S-MA60013599	250 CHURCHILL DR
172	Outfall S-MA70022370	ARNOLD AVE & ECCLES ST
	Sewer S-MA60021687	ARNOLD AVE & ECCLES ST
173	Outfall S-MA70006655	ARNOLD AVE & ECCLES ST
174	Outfall S-MA70005806	80 CHURCHILL DR
175	Outfall S-MA70032731	377 BRANDON AVE
176	Outfall S-MA70095117	410 GLASGOW AVE
177	Outfall S-MA70016174	413 MULVEY AVE E
178	Outfall S-MA70004387	105 MAYFAIR AVE
179	Outfall S-MA60020193	1 ROSLYN RD
180	Outfall S-MA70002491	393 WELLINGTON CRES
181	Outfall S-MA60007249	937 WELLINGTON
182	Outfall S-MA70033504	1057 WELLINGTON CRES
	Sewer S-MA70033501	1057 WELLINGTON CRES
183	Outfall S-MA70016005	1059 WELLINGTON CRES
184	Outfall S-MA70024441	1345 WELLINGTON CRES
185	Outfall S-MA70007351	1467 WELLINGTON CRES
186	Outfall S-MA60006747	WELLINGTON CRES & KENASTON BLVD
187	Outfall S-MA60006745	WELLINGTON CRES & KENASTON BLVD
188	Outfall S-MA70042162	WELLINGTON CRES & ACADEMY RD
189	Outfall S-MA70029012	1810 WELLINGTON CRES
	Sewer S-MA70029024	1810 WELLINGTON CRES
190	Outfall S-MA70008559	CHATAWAY BLVD & WELLINGTON CRES
191	Outfall S-MA60004165	ASSINIBOINE PK DR & WELLINGTON CR
192	Outfall S-MA70016387	ASSINIBOINE PARK ZOO
193	Outfall S-MA60003874	2220 PORTAGE AVE ACROSS
194	Outfall S-MA60003875	3087 VIALOUX DR
	Sewer S-MA60003648	3087 VIALOUX DR
195	Outfall S-MA70011095	3165 VIALOUX DR
196	Outfall S-MA60003741	4025 ROBLIN BLVD UNIT 21

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	
197	Outfall S-MA70013177	2 OAKDALE DR
198	Outfall S-MA60003854	61 RIDGEDALE CRES
199	Outfall S-MA70109008	61 RIDGEDALE CRES
200	Outfall S-MA70047766	23 SHENFIELD RD
201	Outfall S-MA60003371	4585 ROBLIN BLVD
202	Outfall S-MA70011492	4829 ROBLIN BLVD
203	Outfall S-MA70030182	4901 ROBLIN BLVD
204	Outfall S-MA60003299	23 HARTLAND COVE
205	Outfall S-MA70041297	23 HARTLAND COVE
206	Outfall S-MA70041572	23 HARTLAND COVE
207	Outfall S-MA60003296	81 LANNOO DR
208	Outfall S-MA70041763	79 ELMVALE CRES
209	Outfall S-MA60001608	6353 SOUTHBOINE DR
	Sewer S-MA60001609	6353 SOUTHBOINE DR
210	Outfall S-MA60001604	6399 SOUTHBOINE DR
211	Outfall S-MA70011170	63 BARKER
212	Outfall S-MA70019763	103 BARKER BLVD
213	Outfall S-MA70041421	63 SHIER DR
214	Outfall S-MA60001546	63 SHIER DR
215	Outfall S-MA70052301	282 OAK FOREST CRES
216	Outfall S-MA70052312	218 OAK FOREST CRES
217	Outfall S-MA70033492	22 GRAND OAKS COVE
218	Outfall S-MA70053445	330 ST CHARLES
219	Outfall S-MA20003569	330 ST CHARLES
220	Outfall S-MA70012690	GALSWORTHY PL & COLERIDGE PK DR
221	Outfall S-MA70041622	34 COLERIDGE PARK DR
222	Outfall S-MA70011369	3388 ASSINIBOINE AVE
223	Outfall S-MA70041782	3172 ASSINIBOINE AVE
224	Outfall S-MA70041784	3172 ASSINIBOINE AVE
225	Outfall S-MA20002806	100 COUNTRY CLUB
226	Outfall S-MA70019662	2782 ASSINIBOINE AVE
227	Outfall S-MA20003873	3011 PORTAGE AVE
228	Outfall S-MA70008562	600 SETTER ST
229	Outfall S-MA20003809	175 GREENWAY CRES W
230	Outfall S-MA20000088	44 AMARYNTH CR
231	Outfall S-MA70114933	64 AMARYNTH CR
232	Outfall S-MA20000065	20 ALCOTT ST
233	Outfall S-MA20000064	20 ALCOTT ST
234	Outfall S-MA20002395	VOYAGEUR AVE & CRESTVIEW PARK DR
235	Outfall S-MA20002394	VOYAGEUR AVE & CRESTVIEW PARK DR
236	Outfall S-MA20002277	1088 CRESTVIEW PARK DR
237	Outfall S-MA20002291	93 CARBERRY CRES
238	Outfall S-MA20002337	1088 CRESTVIEW PARK DR
239	Outfall S-MA20002435	183 HAMILTON AVE
240	Outfall S-MA20000078	38 VALLEY VIEW DR
241	Outfall S-MA20000076	3145 NESS AVE
242	Outfall S-MA20000072	3145 NESS AVE
243	Outfall S-MA20000247	66 KIRBY DR
244	Outfall S-MA20000157	54 LONSDALE DR
245	Outfall S-MA20000107	34 LONSDALE DR
246	Outfall S-MA20003870	600 SETTER ST
247	Outfall S-MA20003893	3011 PORTAGE AVE
248	Outfall S-MA20003886	633 LODGE
249	Outfall S-MA70078949	2741 PORTAGE AVE
250	Outfall S-MA20005604	146 Old Mill
251	Outfall S-MA20005071	ASSINIBOINE CRES & WINDHAM RD
252	Outfall S-MA70006919	2558 ASSINIBOINE CRES
253	Outfall S-MA20005373	2464 ASSINIBOINE CRES

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	
254	Outfall S-MA70011382	2450 ASSINIBOINE CRES
255	Outfall S-MA70053788	2398 PORTAGE AVE
256	Outfall S-MA70016333	2220 PORTAGE AVE
	Sewer S-MA70019489	2220 PORTAGE AVE
257	Outfall S-MA70049736	2086 PORTAGE AVE
258	Outfall S-MA70011068	64 DEER LODGE PL
259	Outfall S-MA70028291	44 DEAR LODGE
260	Outfall S-MA20008519	83 DOUGLAS PARK RD
261	Outfall S-MA70019346	40 FERRY RD
262	Outfall S-MA20008800	1752 ASSINIBOINE AVE
	Sewer S-MA70019337	1752 ASSINIBOINE AVE
263	Outfall S-MA20008967	125 PARKSIDE DR
264	Outfall S-MA70021246	480 ST JAMES ST
265	Outfall S-MA70023285	480 ST JAMES ST
266	Outfall S-MA20020018	499 TYLEHURST ST
267	Outfall S-MA20011467	521 ST JOHN AMBULANCE
268	Outfall S-MA20011468	479 RAGLAN RD
269	Outfall S-MA20011477	522 RAGLAN RD
270	Outfall S-MA70013057	JACK BLICK AVE & EMPRESS ST
271	Outfall S-MA20010781	EMPRESS ST & MAROONS RD
272	Outfall S-MA20010792	MAROONS RD & EMPRESS ST
273	Outfall S-MA20010799	MAROONS RD & EMPRESS ST
274	Outfall S-MA20010785	727 EMPRESS ST
275	Outfall S-MA20009774	ST MATTHEWS AVE & EMPRESS ST
276	Outfall S-MA70037505	ST MATTHEWS AVE & EMPRESS ST
277	Outfall S-MA20009806	830 EMPRESS ST
278	Outfall S-MA70037506	1330 ELLICE AVE
279	Outfall S-MA20009804	1340 ELLICE AVE
280	Outfall S-MA20009860	1385 ELLICE AVE
281	Outfall S-MA20009937	1385 ELLICE AVE
282	Outfall S-MA20009935	EMPRESS ST & YUKON AVE
283	Outfall S-MA20009953	EMPRESS ST & SARGENT AVE
284	Outfall S-MA70009397	1150 SANFORD ST
285	Outfall S-MA70009394	1150 SANFORD ST
286	Outfall S-MA20010440	1121 EMPRESS ST
287	Outfall S-MA20010432	1447 WELLINGTON AVE
288	Outfall S-MA20010431	1200 EMPRESS ST
289	Outfall S-MA20010505	1200 EMPRESS ST
290	Outfall S-MA20010513	1265 EMPRESS ST
291	Outfall S-MA20010515	1265 EMPRESS ST
292	Outfall S-MA20007097	74 STEVENSON RD
293	Outfall S-MA20007260	73 AIRPORT RD
294	Outfall S-MA20006898	21 SYLVAN WAY
295	Outfall S-MA70042741	1260 WOLSELEY AVE
296	Outfall S-MA70008731	1254 WOLSELEY AVE
297	Outfall S-MA70017585	1020 PALMERSTON AVE
298	Outfall S-MA70017579	1016 PALMERSTON AVE
299	Outfall S-MA70017556	1014 PALMERSTON AVE
300	Outfall S-MA70022480	986 PALMERSTON AVE
301	Outfall S-MA70053466	1 ARLINGTON ST
302	Outfall S-MA70017866	850 PALMERSTON AVE
303	Outfall S-MA20013630	110 CORNISH AVE
304	Outfall S-MA70017433	20 WEST GATE
305	Outfall S-MA70033535	1 CORNISH AVE
306	Outfall S-MA70103641	30 SPENCE ST
307	Outfall S-MA20014505	GRANITE WAY
308	Outfall S-MA70068974	446 ASSINIBOINE AVE
309	Outfall S-MA20014087	356 ASSINIBOINE AVE

<u>Drawing No.</u>	<u>Drawing Name/Title</u>		
310	Outfall	S-MA20014095	318 ASSINIBOINE AVE
311	Outfall	S-MA70008123	60 MAIN ST
312	Outfall	S-MA70016043	60 MAIN ST
313	Outfall	S-MA20013203	2 FORT GIBRALTAR TRAIL
314	Outfall	S-MA70014674	90 PIONEER AVE
315	Outfall	S-MA70012338	189 WATERFRONT DR
	Sewer	S-MA70012335	189 WATERFRONT DR
316	Outfall	S-MA20013332	WATERFRONT DR & MCDERMOT AVE
317	Outfall	S-MA70000991	BANNATYNE AVE
318	Outfall	S-MA70042845	JAMES AVE
319	Outfall	S-MA70021229	GALT AV & DUNCAN ST
320	Outfall	S-MA70003283	200 SYNDICATE ST
321	Outfall	S-MA00017988	200 SYNDICATE ST
322	Outfall	S-MA70017405	ROVER AVE & DISRAELI ST
323	Outfall	S-MA00013726	ROVER AVE & DISRAELI FWY
324	Outfall	S-MA70029924	ROVER AVE & DISRAELI ST
325	Outfall	S-MA70007427	108 SELKIRK AVE
326	Outfall	S-MA00017936	103 SELKIRK
327	Outfall	S-MA00017926	114 BURROWS AVE
328	Outfall	S-MA00017914	150 ABERDEEN AVE
329	Outfall	S-MA70007551	20 ANDERSON AVE
330	Outfall	S-MA00017967	79 SCOTIA ST
	Sewer	S-MA70016460	79 SCOTIA ST
331	Outfall	S-MA00017939	111 SCOTIA ST
332	Outfall	S-MA70007473	301 SCOTIA ST
333	Outfall	S-MA00017645	469 SCOTIA ST
334	Outfall	S-MA00017633	479 SCOTIA ST
335	Outfall	S-MA70069313	10 RIVERVIEW DR
336	Outfall	S-MA00017100	1400 KILDONAN DR
337	Outfall	S-MA00000385	2641 SCOTIA ST
338	Outfall	S-MA70052164	46 RIVER RIDGE DR
339	Outfall	S-MA70070656	203 MCBETH
340	Outfall	S-MA00000073	219 MCBETH GROVE
341	Outfall	S-MA00000120	82 SUMMERVIEW LN
D-8211	Water Supply Hose Traffic Ramp		
SD-019	Backflow Protection Arrangement		

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 Space 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.

E3. WATER SUPPLY

- E3.1 Further to specifications CW 1120, section 3.1, CW 2140 and CW 2145, water supply for the Work may be taken from City of Winnipeg hydrants in accordance with the following:
- (a) Water shall be taken from "white-cap" hydrants only. The location of "white-cap" hydrants are shown on the drawings and labelled "WCH".

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

E3.2 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

E4. SEWER, OUTFALL, ADJACENT CONTROL STRUCTURES AND MANHOLE CLEANING

E4.1 This specification amends and supplements specification CW 2140.

E4.1.1 Outfall Inspection Work Program

- (a) Further to Clause 3.5.2, Sewers and Outfall pipes shall be inspected without pre-cleaning unless directed otherwise by the Contract Administrator.
- (b) Manholes, Pump Stations and Control Structures will not be pre-cleaned nor inspected and will only be used as access points to Sewer or Outfall pipes.
- (c) Submittals:
 - (i) Further to Clause 3.5.2, The Contractor shall submit a Contaminant and Spill Management Response Plan to include mitigation measures to help prevent

sediment release to the watercourse and will be subject to approval by the Contract Administrator.

- (d) The Contractor shall notify the Contract Administrator if debris levels prohibit the deployment of inspection equipment or impedes a complete Inspection.
- (e) Further to Clause 3.5.2, the Contractor shall communicate to the Contract Administrator the cleaning requirements necessary to displace sufficient levels of debris to provide an adequate clear path or "Inspection Channel" with an estimated time period for Cleaning. Miscellaneous Sewer and Outfall Cleaning shall be applied as per Section E5 and will be subject to approval by the Contract Administrator.

E4.1.2 Further to Clause 3.5, the Contractor shall operate the equipment so that the pressurized nozzle continues to move at all times, upstream toward the manhole, control structure or pump station. The pressurized nozzle shall be turned off or reduced anytime it is stationary or delayed in order to prevent damage to the Sewer, Outfall or deposition of silts into the watercourse.

- (a) Further to E3, only De-chlorinated water shall be used in the cleaning of Outfalls and Sewers where water is at risk of discharging to the watercourse. The Contractor shall be responsible for providing De-chlorinated water where water neutralisation may be accomplished using the following:
 - (i) Sodium Ascorbate,
 - (ii) or Vita-D-Chlor TM by Integra Chemical or similar.

E4.1.3 Further to Section 3.5, the Contractor shall remove and replace the upstream manhole or control structure cover to facilitate the sewer cleaning as necessary.

E4.1.4 Further to Clause 3.5.3 and 3.11.1, no grease or roots will be removed as part of this contract unless this forms part of, and included within the Inspection Channel operation as per Section E4.1.1(a).

E5. MISCELLANEOUS SEWER AND OUTFALL CLEANING

E5.1 Perform Miscellaneous Sewer and Outfall Cleaning using methods, personnel and equipment as approved by the Contract Administrator.

E5.2 The Contractor shall only Clean Sewers and Outfalls using all approved equipment as per Form K, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work as per Clause 3.

E5.3 Miscellaneous sewer cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Miscellaneous Sewer and Outfall 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 not be paid for.

E6. SEWER AND OUTFALL INSPECTION

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

E6.1.1 Replace Section 3.4 with:

- (a) Ensure each operator is fully trained in all aspects of Sewer and Outfall inspection and capable of making accurate observations and recording all conditions that may be encountered.
- (b) Perform condition coding using operators who can demonstrate proficiency coding in accordance with the requirements of the WRc "Manual of Sewer Condition Classification 3RD Edition".
- (c) The Contract Administrator will offer the Successful Bidder a half day training session to reinforce the acceptance criteria for coding defects within Outfall pipes with the City's Consultant during the kick off meeting.

- E6.1.2 Replace Section 3.5 with:
- (a) Perform sewer condition coding in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.
 - (b) Record place names in accordance with Clause 3.9.4 of the CW 2145.
- E6.1.3 Further to Section 3.7.4, operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the Contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.
- E6.1.4 Further to Section 3.13, a paper or "hard copy" of the inspection reports is not required and the digital format should be submitted on a CD-R.
- (a) The Contractor shall maintain backup copies of all digital video and inspection data submissions for the duration of the Warranty Period as stated in C13.
 - (b) The Contractor shall supply separately two (2), 2.5 inch portable hard disk drives (HDD), complete with all operating software, power adaptors and USB cables, containing all video inspections and coding data to the City upon:
 - (i) Completion of D19.1 (a) Critical Stage 1;
 - (ii) Completion of the project.
 - (c) The HDD's shall be sized appropriately to accommodate all above mentioned files and have dual USB 3.0 and USB 2.0 compatibility with a minimum data transfer rate of 480 Mb/s.
- E6.1.5 The Contract drawings are based on information contained in the City's GIS database. If the Contractor has trouble interpreting the drawings, or if they believe them to be wrong, the Contract Administrator shall be approached for assistance/clarification.
- (a) The Contractor shall assist the Contract Administrator in making any required measurements for the correction of errors found on the Drawings.
- E6.1.6 Replace Clause 3.8.1 with:
- Provide a minimum of 400 lines of resolution around the periphery of the picture for digital MPEG video playback.
- E6.1.7 Replace Clause 3.11.1 with:
- Capture the inspections in digital format in colour from the live video source on archival grade digital versatile discs, DVD-R format to the following minimum requirements. Adjust requirements as required to achieve 400 lines of resolution specified in Clause E6.1.6 of this Specification.
- .1 XDVD MPEG-2 or MPEG-4 format (MPEG-4 preferred).
 - .2 Picture Size: NTSC 720 x 480 @ 29.97 frames per second.
 - .3 Data/Bit Rate: 6.0 M-bits/sec.
- E6.1.8 Replace Clause 3.17.7.6, with:
- Record the distance from the centre of the manhole or control structure to the cable calibration location at the start of the inspection and adjust the distance reading so that zero is at the centre of the start manhole or control structure. This distance is known as the cable calibration distance. The cable calibration location is the intersection point between the camera's widest horizontal viewing angle and the pipe's side periphery (03 or 09 o'clock) when the camera is level and looking forward.
- E6.1.9 Further to Section 3.19.2, incomplete Surveys shall also be communicated via the SharePoint Site indicating the date and time of the attempt, reasoning, efforts and actions set out by Section 3.19 and reviewed with the Contract Administrator on a weekly basis.
- E6.1.10 Further to Section 3.19.2, incomplete Surveys that are due to GIS error reporting shall also be communicated via the SharePoint Site indicating which host sewer was used for the inspection, detailing all other assets that are merged into the host inspection.

E6.1.11 Further to Section 3.22.1, clear water infiltration observations shall also be communicated via the SharePoint Site, providing asset number, location, date and time of the observation, description with attached screen captures to help facilitate Section 3.19.

E6.1.12 Submittals

(a) Sample Documentation:

(i) Provide a sample report of each type of inspection (e.g. SONAR, CCTV, and Gas) with your submission, including digital MPEG DVD-R video recording and corresponding magnetic data file of an actual sewer performed by each device before beginning the inspection work.

(b) In-pipe Inspection Emergency Plan

(i) 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 Outfall or adjacent watercourse. For information, the Contractor's attention is called to Clauses 3.2.1 and 4.7 of CW 2145.

E6.1.13 The general sequence of Work activities is as follows:

- (a) Coordinate with WWD Operations and Contract Administrator as necessary to arrange for City owned site access as required.
- (b) Liaise with Contract Administrator to ensure that Private Land Owners have been communicated and are aware of site access dates, likely disruption and potential damage to private property as described in Section E10.
- (c) Establish access to the inspection site as required.
- (d) Mobilize to the inspection site.
- (e) Erect temporary traffic control devices as required.
- (f) Determine if cleaning of the Outfall is required to create an inspection channel through the debris to facilitate an inspection.
- (g) If Sewer or Outfall Cleaning is required, the Contractor shall review their Contamination Response Plan and have ready a spill kit (or berm) at all times in readiness or deploy as necessary for any sediment release or spill into the watercourse as per E4.
- (h) Open and prepare manhole(s) or control structure for insertion of in-line cleaning (if required) and inspection equipment.
- (i) Perform the in-line Outfall or Sewer inspection.
- (j) Recover the inspection equipment and close the manhole(s) or control structure.
- (k) Remove temporary traffic control devices if used.
- (l) Demobilize, and move to the next inspection site.
- (m) Carry out any restoration required as result of establishing access to the inspection site.
- (n) Process the inspection data and submit an inspection report.
- (o) The Contractor shall remove all equipment from the Outfall and any adjoining sewers at the end of each shift if inspection is not complete.

E6.2 Existing Conditions

E6.2.1 Sewer and Outfalls:

(a) The City's Outfall Inventory service the following flow types where 70% service the Land Drainage network, 14% service the Combined Sewer network, 9% service the Storm Relief Sewers and 7% service the Waste Water Sewer network. Inspection of the pipes will be subject to inhibitive conditions such as but not limited to River Levels,

the use of flow diversion structures during storm events, access restrictions and or plant and equipment limitations to site.

The seasonal variation in the river level plays an important role in determining when the inspection of outfall structures is feasible. The relationship between outlet invert elevation and typical river levels varies from structure to structure. Some facilities will only become accessible during winter periods when the river is at its lowest levels while other facilities will remain accessible even during unusually high summer water levels. Therefore Inspections have been subdivided into three seasons of work where river level analysis has determined a suggested sequence of work in an attempt to maximize exposure of the Outfall pipework. Where invert levels are known to be below the winter level, there will be a possibility that sonar equipment may be necessary to complete an inspection. There are also outfalls that have no invert levels that may require sonar inspections.

Sewers that are also identified for inspection are located upstream of the Outfalls and downstream of a known control structure or pump station are also affected by river levels.

Season Inspection	Outfall Quantity	Total Outfalls (m)
Fall	64	2,734.58
Summer	87	4,223.02
Winter	94	5,353.10
Sonar Required	96	6,879.30
Total	341	19,190.00

Season Inspection	Sewer Quantity	Total Sewers (m)
Fall	2	137.50
Winter	7	297.73
Sonar Required	6	483.86
Total	15	919.09

- (b) As an approximation, the Red and Assiniboine River tributaries (Sturgeon Creek, Omand's Creek, the LaSalle River, the Seine River and Bunn's Creek) were assigned levels based on the computed river levels at the point of confluence for each of the season programs. As such drawings have been produced for each season program and are numbered in order of their locality and shoreline.

E6.3 Measurement and Payment

(a) Mobilization and Demobilization

- (i) Mobilization and demobilization will be measured on a unit basis and paid for at the Contract Unit Price for "Mobilization and Demobilization". Number of units to be paid for will be the total number of units of equipment set-up and removed, personnel, office and storage facilities to the job site and site clean-up supplied and delivered in accordance with this specification, accepted and measured by the Contract Administrator.
- (ii) Mobilization and Demobilization shall not surpass ten percent (10%) of the Total Bid Price set out within the Form B.
- (iii) 50% of the Mobilization and Demobilization unit price will be paid once inspection crews arrive on site to commence Outfall inspections.
- (iv) The remaining 50% of the Mobilization and Demobilization unit price will be paid subsequent to the Contract Administrators determination that the Work to be totally performed as per D19.

- (b) Outfall Inspections
 - (i) Further to Section 4.4 of CW 2145, Outfall CCTV Inspections will be measured and paid for as a Contract Unit Price for each Outfall Location based on the known distances provided on the associated drawing and Form B documents. The Unit Price will be based upon diameter ranges, pipe shape and segment distances as up to and not greater than 120m and distances as greater than 120m.
- (c) Sonar Inspections
 - (i) Sonar Inspections will be measured on a lineal meter basis and paid for at the Contract Unit Price for "Sonar Inspections". Number of lineal meters to be paid for will be the total number of meters from the start to the finish access point inspected in accordance with this Specification, accepted and measured by the Contract Administrator.
- (d) Sewer Inspections
 - (i) Payment as per Section 4.4 of CW 2145 for known sewer assets located upstream of the Outfall pipe. A provisional quantity for additional assets that require inspection will be subject to approval by the Contract Administrator, will be measured on a lineal meter basis and paid for at the Provisional Contract Unit Price for "Additional CCTV Inspections" for circular and egg shaped Sewers or Outfalls. Number of lineal meters to be paid for will be the total number of meters from the start to the finish access point inspected in accordance with this Specification, accepted and measured by the Contract Administrator.
- (e) Inspection Reports
 - (i) Inspection reports will not be measured for separate payment and will be included with Outfall Inspections.
- (f) Basis of Payment
 - (i) Payment will be made at the Contract Unit Price for the "Items of Work" listed on Form B: Prices, measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.
 - (ii) For all Inspection Sites, seventy-five percent (75%) of the unit price bid for this Work will be paid upon reaching Total Performance. 25 percent (25%) of the bid price will be held back until the Final Inspection Report has been reviewed and acceptance inspection is completed. The holdback for receipt of the Final Inspection Report will not affect the determination or issuance of Total Performance for the Contract.
 - (iii) Payment will not be made for inspections re-performed where the Contract Administrator has determined the requirements of the specification have not been satisfied.

E7. OUTFALL INSPECTION EQUIPMENT

E7.1 Outfall Inspection Equipment

E7.1.1 In-Line Outfall 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.

E7.1.2 In areas where a self-propelled track-mounted platform is not possible to use during the inspections, the inspections shall be performed using a skid or floating platform system. The Contractor shall notify the Contract Administrator prior to the use of the skid or floating platform.

E7.2 In-Line Inspection Platform

E7.2.1 Minimum requirements of the in-line inspection platform include:

- (a) Independently controlled drive tracks that enable the platform to manoeuvre around bends and climb over debris up to 300mm in height.

- (b) Operable under partially or fully submerged flow conditions, for distances up to 400m upstream or downstream from a single access point.
- (c) Operable in sewers of various cross-section, and constructed of standard pipe materials including AC, CCP, CI, VC, CMP, CONCRETE, CSP, HDPE, PCCP, PE, PVC, Steel and Wood.
- (d) Tethered to facilitate extraction of the platform from the Outfall, without causing damage to the Outfall infrastructure, in the event the equipment fails or otherwise becomes uncontrollable within the pipe.
- (e) Equipped with sufficient high intensity lighting to illuminate the sewer for visual inspection.

E7.3 In-Line Inspection Sensors / Technologies

E7.3.1 Minimum requirements of the inspection sensors / technologies include:

- (a) CCTV Video Inspection
 - (i) Equipment shall conform to CW 2145, except as modified herein.
 - (ii) Equipment shall be capable of continuously capturing digital video from first generation recordings with no frame loss, regardless of the progression of the inspection.
 - (iii) Equipment shall be used to acquire continuous digital video images of the sewer for the entire length being inspected.
 - ◆ Perform sewer condition coding in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.
 - ◆ Perform condition coding using operators who can demonstrate proficiency coding in accordance with the requirements of the WRc "Manual of Sewer Condition Classification 3RD Edition".
 - ◆ Ensure each operator is fully trained in all aspects of sewer inspection and capable of making accurate observations and recording all conditions that may be encountered in the sewers.
 - ◆ Operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the WRc Manual of Sewer Condition Classification 3RD Edition.
 - ◆ Incorporate a suitable distance-reading device to measure the location of the equipment in the pipe, to an accuracy of $\pm 0.5\%$ of the length of the inspection.
- (b) SONAR Scanning Inspection
 - (i) Where identified and warranted by the Contract Administrator, SONAR scanning equipment shall be used to accurately measure the depth of sediment or pipe surface below the fluid level through the inspection.
 - (ii) Minimum equipment requirements are:
 - ◆ SONAR equipment must be programmable multi-frequency profiling sonar specifically adapted to using sound waves to locate and map subaqueous sewer irregularities by creating continuous SONAR images recorded in "real time" mode.
 - ◆ SONAR equipment shall be digital, and support a range of frequencies from 600 kHz to 2.0 MHz to minimize noise.
 - ◆ The range resolution measurement error shall be no greater than 2.0mm from distances of 1 to 4m, and no greater than 10.2mm from distances of beyond 5m.
 - ◆ The minimum detectable range for the SONAR unit shall be 150mm.

- ◆ Error tolerances for sediment volume quantification shall be a minimum 92% accuracy for pipelines between 400mm and 1675mm diameter inclusive, and a minimum of 95% accuracy for pipelines equal to or greater than 1800mm diameter.
- ◆ Sediment/debris calculations accurate to minimum 95% for pipes over 1800 mm diameter.

E8. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

- E8.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times. The "Manual of Temporary Traffic Control in Work Areas on City Streets" can be found online at: (<http://www.winnipeg.ca/publicworks/Transportation/manual-2008-03-27.pdf>).
- E8.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday unless approved by the Contract Administrator.
- E8.3 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.
- E8.4 Regional Streets are listed in the Appendix of the City's Manual of Temporary Traffic Control which is available at <http://www.winnipeg.ca/publicworks/Transportation/manual-2008-03-27.pdf>
- E8.5 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.
- E8.6 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.
- E8.7 Erect signs no sooner than 24 hours before the Work commences at a particular location.
- E8.8 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.
- E8.9 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.
- E8.10 Return signs immediately upon completion of the Work.
- E8.11 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.
- E8.12 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.
- E8.13 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.

E9. NOTICES TO RESIDENTS

- E9.1 Further to CW 2140 Section 3.5 and CW 2145, the Contractor shall deliver notices provided by the Contract Administrator to residents local to the affected Sewer and Outfall lines two days prior to accessing their land or adjacent easement.
- E9.2 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.
- E9.3 The Contractor shall update the project SharePoint site 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 E11.
- E9.4 All costs associated with delivering notices shall be included in the price bid for "Outfall Inspection" and no separate measurement or payment will be made.

E10. DAMAGE TO CITY AND PRIVATE PROPERTY

- E10.1 All damage to City and private property caused by 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.
- E10.2 Notify the Contract Administrator immediately when damage to property occurs.
- E10.3 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.
- E10.4 Outfalls 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 Outfalls and arrange for access and to restore any surface damage to private and City owned property to the satisfaction of the Contract Administrator
- E10.5 The Contractor shall provide the Contract Administrator with a 24-hour contact number to arrange for immediate clean-up and repair of private property.

E11. PROJECT INFORMATION SHARING

- E11.1 Project information sharing will be done using Microsoft SharePoint, 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.
- E11.2 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; 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, GIS Errors and GIS Error – Merged Assets, Water Infiltration Notification etc.
- E11.3 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.

E12. MANHOLE, PUMP STATION AND CONTROL STRUCTURES WITH LIMITED ACCESS

- E12.1 Manholes, Pump Stations and Control Structures will be the point of access to the Outfall Inventory that will have different degrees of access issues, ranging from no vehicular access to full vehicular access. In addition, some structures 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 or pump station that is in operation).
- E12.1.1 While the City of Winnipeg has right of entry to all locations along the Sewer and Outfall 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.
- E12.1.2 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.
- E12.2 Any costs associated with establishing access to manholes, pump stations and control structures (both limited access manholes and others), including any permits or fees associated with acquiring access, shall be the responsibility of the Contractor and will be included, measured and paid for within the Contract Unit Prices for "Outfall Inspection", "Sewer Inspection" and "Sonar Inspection".

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