



THE CITY OF WINNIPEG

TENDER

TENDER NO. 371-2024

2024 SEWER RENEWALS BY CIPP LINING (LARGE DIAMETER) – CONTRACT NO.

5

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PRIOR TO PERFORMING SEWER LINING**

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2024 Sewer Renewals by CIPP Lining (Large Diameter) – Contract No. 5

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 17, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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/Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid/Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

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

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

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

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

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

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

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- 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 they wish 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

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

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D32. Any such costs shall be determined in accordance with D32.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B13. QUALIFICATION

B13.1 The Bidder shall:

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

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - SECURITY CLEARANCE;
- (f) Utilize only CIPP suppliers and installers pre-approved under the City of Winnipeg "Request for Qualifications for the Supply and Installation of Cured-in-Place Pipe (CIPP), Bid Opportunity No. 403-2007".

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/Bidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
 - (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B18.4.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

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

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D32 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of sewer rehabilitation by installation of CIPP liners and related work.

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

- (a) Mobilization to the Site;
- (b) Sewer cleaning and CCTV video inspection;
- (c) Sewer Repairs;
- (d) Manhole repairs and modifications;
- (e) Flow control (sewer and sewer services);
- (f) Full segment lining by CIPP, and
- (g) Surface restorations, site cleanup and demobilization

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) "**ASTM**" means American Society for Testing and Materials;
- (b) "**External Point Repair (EPR)**" means a localized external point repair on an existing sewer;
- (c) "**Fully Deteriorated (FD)**" means the host pipe is not structurally sound and cannot support soil and live loads; or is expected to reach this condition over the design life of the rehabilitated pipe. Liners for fully deteriorated pipes shall be designed to support all overburden loads, including; soil, live, external hydrostatic pressure and internal pressure;
- (d) "**ISO**" means International Organization for Standardization;
- (e) "**Partially Deteriorated (PD)**" means the hose pipe can support soil and surcharge loads throughout the design life of the rehabilitation pipe. Liners for partially deteriorated pipes shall be designed to account for internal and external hydrostatic pressure only; and
- (f) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Rob Sherlock, P.Eng.
Team Lead, Conveyance

Telephone No. 204 478-8993
Email Address rob.sherlock@stantec.com

D6.2 At the pre-construction meeting, Mr. Sherlock will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;

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

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

- D10.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. SAFE WORK PLAN

D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

D13.1 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, broad form property damage cover 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.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D13.4 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.

D14. CONTRACT SECURITY

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

D14.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D14.1(b).

D14.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D15. SUBCONTRACTOR LIST

D15.1 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 the General Conditions for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

- D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.
- D16.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the work;
 - (b) a Gantt chart for the work based on the C.P.M. schedule;
- all acceptable to the Contract Administrator.
- D16.3 Further to D16.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- (a) Commencement date;
 - (b) Sewer Preparation Work;
 - (c) Sewer and Manhole Stabilization and Repairs;
 - (d) CIPP Liner Installation
 - (e) Substantial Performance; and
 - (f) Total Performance
- D16.4 Further to D16.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D17.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D17.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D17.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage

- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

- D17.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D17.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D17.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D18.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14;
 - (vi) the Subcontractor list specified in D15;
 - (vii) the Detailed Work Schedule specified in D16;
 - (viii) the Requirements for Site Accessibility Plan specified in D17; and
 - (ix) the direct deposit application form specified in D27
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D18.3 Further to D18.1 and D18.2, commencement of the Work shall be at the discretion of the Contractor provided that commencement date will allow the achievement of Substantial Performance of the Work in accordance with D19 and Total Performance of the Work in accordance with D20.

D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance by November 29, 2024.

D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D19.3 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.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance by December 13, 2024, or within 14 (fourteen) days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator.

D20.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 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 – Two thousand dollars (\$2,000.00);
- (b) Total Performance – Five hundred dollars (\$500.00).

D21.2 The amounts specified for liquidated damages in D21.1 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.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D22.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D22.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D22.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption,

including but not limited to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D22.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D22.5 The Work schedule, including the durations identified in D19 to D20 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D22.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D22.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D23. SCHEDULED MAINTENANCE

- D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscaping as specified in CW 3510;
- D23.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D24. JOB MEETINGS

- D24.1 Regular bi-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.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D25.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D26.1 Further to B13.4, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D27. PAYMENT

D27.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D28. FUEL PRICE ADJUSTMENT

D28.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
- (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.

D28.1.1 Eligible Work will be determined in accordance with D28.5.

D28.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D28.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D28.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D28.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

D28.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D28.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance

D28.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 1.2% of the monetary value for all Work identified on Form B: Prices related to Water & Waste Work.

WARRANTY

D29. WARRANTY

D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

DISPUTE RESOLUTION

D30. DISPUTE RESOLUTION

D30.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D30.

D30.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D30.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D30.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D30.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D30.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D30.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D30.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D30.4.3, as extended if applicable, has elapsed, the Contract

Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D31. INDEMNITY

D31.1 Indemnity shall be as stated in C17.

D31.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D31.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D32. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D32.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D32.2 Further to D32.1, in the event that the obligations in D32 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D32.3 For the purposes of D32:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D32.4 Modified Insurance Requirements

- D32.4.1 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D32.4.2 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D32.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D32.4.4 Further to D13.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D32.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D32.5 Indemnification By Contractor

- D32.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D32.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D32.6 Records Retention and Audits

- D32.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D32.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D32.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D32.7 Other Obligations

D32.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D32.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D32.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D32.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D32.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D32.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

TENDER NO. 371-2024

2024 Sewer Renewals by CIPP Lining (Large Diameter) – Contract No. 5

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 371-2024

2024 Sewer Renewals by CIPP Lining (Large Diameter) – Contract No. 5

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

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

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

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

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

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

_____ day of _____, 20_____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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 their 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, Purchasing 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
13321	Cover Page
13322	Index Page
13323	Ness Avenue – MH at Berry Street to MH at Hampton Street
13324	McPhillips Street – MH at Ross Avenue to MH at Pacific Avenue
13325	Xante Street – MH at Alexander Avenue to MH at Pacific Avenue
13326	Dugald Road – 1 st MH W of Softly Road to MH at Lagimodiere Boulevard
13327	St. Mary's Road – 2 nd MH S of Coniston Street to MH at Lyndale Drive
13328	Miscellaneous Details

GENERAL REQUIREMENTS

E2. PROVISIONAL ITEMS

- E2.1 The Provisional Items listed in the Schedule of Prices are part of the contract.
- E2.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the drawings.
- E2.3 Notwithstanding C:7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

E3. MOBILIZATION AND DEMOBILIZATION PAYMENT

- E3.1 Description
- (a) This Specification shall govern mobilization and demobilization from site.
- E3.2 Measurement and Payment
- E3.2.1 Mobilization and Demobilization

- (a) Mobilization and demobilization will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Mobilization and Demobilization”. Payment for Mobilization and demobilization shall include all costs associated with mobilization and demobilization, site set up, and cleanup. Payment will be made on the following schedule:
- (b) 25% payment of the Mobilization and Demobilization lump sum price will be paid once sewer cleaning and preparation crews arrive on site and commence with cleaning and sewer preparation works.
- (c) 50% payment of the Mobilization and Demobilization lump sum price will be paid once lining crews arrive on site and commence CIPP liner installations.
- (d) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to completion of the liner installation, liner repairs (if necessary), and site cleanup.

E4. TRAFFIC CONTROL

- E4.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Diamond lane removal,
 - (e) Full or directional closures on a Regional Street,
 - (f) Traffic routed across a median,
 - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E4.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E4.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E4.4 Further to E4.1(c) and E4.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E4.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E4.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.
- E4.7 Further to Section 2.01 of the MTTC, the Contract Administrator will submit requests in the Lane Closure App on behalf of the Contractor (“Construction Agency” in the manual) unless otherwise approved by the Contract Administrator. The Contractor shall submit a detailed traffic control

plan for works occurring at each separate site. The traffic control plan(s) shall be submitted a minimum of five (5) Business Days prior to commencement of work on each site. Where proposed traffic control plans include a full closure, directional closure, or median crossover on a Regional Street, the traffic control plan(s) shall be submitted a minimum of fifteen (15) Business Days prior to commencement of work on each site. Traffic control plans shall include, but not necessarily be limited to the following:

- (a) Details of lane closures on regional and non-regional streets; detours; access accommodations for local businesses; and access accommodations for pedestrians throughout any and all stages of construction;
- (b) Traffic control coordination with flow bypass works, including traffic ramp locations;
- (c) Construction and flow bypass staging/schedule.

E4.8 Requests for lane closures shall include all required information for submission required by the City's online request system. This information includes, but is not limited to:

- (a) Start and end dates/times of required lane closures;
- (b) Limits of required lane closures. When requesting limits, Contractor to account for space required for advance signage, tapers, lane shifts, and any other traffic control devices/signage in accordance with the latest version of the City of Winnipeg Manual of Temporary Traffic Control on City Streets;
- (c) Limits for any parking restrictions;
- (d) Confirmation of number of lanes and location of lanes to be closed; and
- (e) Any turning restrictions;
- (f) A link to the City Lane Closures request site can be found here:

<https://laneclosures.winnipeg.ca/login>

E4.8.1 All submitted traffic control plans are subject to review and acceptance by City of Winnipeg Traffic Management and Traffic Services divisions. Depending on the requested closure requirements and street(s) being affected, the City may require proposed closures to be completed on weekends or at night.

E4.8.2 If the Contractor is requesting traffic control devices, signage or barricades to be installed by the City of Winnipeg Traffic Services, or due to the complexity of the closure the City requires City of Winnipeg Traffic Services to be used, the Contractor shall be responsible for contacting and coordinating timelines for installation of the required traffic control devices, signage or barricades. Note that if utilizing Traffic Services, the Contractor shall contact in advance to verify that City staff are available to meet proposed timelines for placement of traffic control devices, signage and barricades.

E4.9 Maintenance of Traffic

E4.9.1 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 during construction.

E4.9.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.

E4.9.3 Bus traffic must be maintained at all times or as approved by the Contract Administrator.

E4.9.4 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossings at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of

equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.

- E4.9.5 Further to Clause 3.7 of CW 1130 of the General Requirements, should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E4.9.6 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- E4.9.7 The Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site as identified herein. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to, providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.
- E4.10 **Regional Street Lane Closures**
- E4.10.1 Construction activities on Regional Streets shall be restricted to the approved closed lanes between 07:00 to 09:00 hours and 15:00 to 18:00 hours Monday to Friday and other hours as directed by the Contract Administrator.
- E4.10.2 Notwithstanding the requirements noted herein and CW 1130, the Contractor shall maintain the following during the CIPP liner installations, any associated bypass pumping and pavement restorations:
- (a) **Regional Streets**
 - (i) Ness Avenue (Ness Avenue Liner) – maintain at least one (1) lane of traffic in both the eastbound and westbound directions on Ness Avenue.
 - (ii) McPhillips Street (McPhillips Street Liner) – maintain at least two (2) lanes of traffic in both the northbound and southbound directions on McPhillips Street.
 - (iii) Lagimodiere Boulevard (Dugald Street Liner) – maintain at least one (1) lanes of traffic in both the northbound and southbound directions on Lagimodiere Boulevard.
 - (iv) Dugald Street (Dugald Street Liner) – maintain at least one (1) lanes of traffic in both the westbound and eastbound directions on Dugald Street.
 - (v) St. Marys Road (St. Marys Road Liner) – Maintain at least one (1) lane of traffic in both the northbound and southbound directions on St. Marys Road.
 - (b) **All non-Regional Streets**
 - (i) In accordance with the Manual of Temporary Traffic Control located at: <http://www.winnipeg.ca/publicworks/transportation/pdf/2021-ManualOfTemporaryTrafficControl.pdf>
- E4.10.3 Preparation work for CIPP liner installation on Regional streets shall be done on a weekend or on a weekday between 09:00 hours and 15:00 hours or after 18:00 hours and completed by 07:00 hours the following day including traffic barricade removal.
- E4.10.4 Installation of adjacent full segment CIPP liners shall be scheduled to be done consecutively without removing and replacing traffic barricades until after the last segment is completed.

E5. PROTECTION OF EXISTING TREES

- E5.1 Take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. Contact the City of Winnipeg Forestry Branch at 986-2004 if you require further information on these specifications:

- (a) For trees greater than 100 mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
- (b) For trees less than 100 mm in diameter, install snow fencing around the tree to a 2.0 meter radius complete with installation hardware. The 2.0 meter radius of the snow fencing may be reduced to suit the tree being protected as approved by the Contract Administrator.
- (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposit on areas where trees are located.
- (d) Repair, replace and maintain tree protection material during construction of the Work.
- (e) Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.

E5.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.

E5.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.

E5.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.

E5.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.

E5.6 Elm trees are not to be pruned between April 1st and August 1st under provisions of The Dutch Elm Disease Act.

E5.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.

E5.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.

E5.9 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be included with Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the Contractor's cost and will be invoiced or deducted from any payments owing.

E6. STREET CONDITION AND PERMANENT PAVEMENT RESTORATION

E6.1 The Contractor shall follow the City of Winnipeg Street By-law No. 1481/77 and current revision of the City of Winnipeg "Street Cuts Manual" found at

<https://legacy.winnipeg.ca/publicworks/permitsApprovals/pdf/Street-Cuts-Manual.pdf> and for all pavement restoration unless otherwise shown on the drawings or specifications or as directed by the Contract Administrator.

E6.2 All street segments within the work area impacted by the Work as determined by the Contract Administrator shall be maintained and restored with the following additional requirements.

- (a) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to the initiation of Work.

The street material and condition within the project work area are classified as follows:

Street	Block	Pavement Type	Condition
Ness Avenue	Berry Street to Hampton Street	Asphalt Over Concrete	Good
McPhillips Street	Ross Avenue to Pacific Avenue	Asphalt Over Concrete	Good
Pacific Avenue	McPhillips Street to Xante Street	Asphalt Over Concrete	New
Xante Street	Alexander Avenue to Pacific Avenue	Asphalt Over Concrete	Good
Dugald Road	Dugald Road Overpass to Lagimodiere Boulevard	Asphalt Over Concrete	Fair
Dugald Road	Holden Street to Lagimodiere Boulevard	Asphalt	Good
Lagimodiere Boulevard	Dugald Road to Marion Street	Asphalt Over Concrete	Good
St. Mary's Road	Coniston Street to Lyndale Drive	Asphalt Over Concrete	Good

E6.3 Measurement and Payment

(a) Partial Slab Patches

- (i) Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Slab Patches" at the applicable thickness, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Partial Slab Patches".
- (iii) No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.
- (iv) No measurement and payment for Partial Slab Patches will be made where identified as incidental or as part of Pipeline Access as outlined in E16.

(b) Miscellaneous Concrete Slab Renewal

- (i) Miscellaneous Concrete Slab Renewal shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Miscellaneous Concrete Slab Renewal" for the specified concrete slab type, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.

- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Miscellaneous Concrete Slab Renewal".
 - (iii) No differentiation will be made for the size of the Miscellaneous Concrete Slab Renewal being installed.
 - (iv) No measurement and payment for Miscellaneous Concrete Slab Renewal will be made where identified as incidental or as part of Pipeline Access as outlined in E16.
- (c) Concrete Curb Renewals
- (i) Concrete Curb Renewals shall be measured on a linear meter basis and paid for at the Contract Unit Price per linear meter for "Concrete Curb Renewal" for the specified curb type, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
 - (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Concrete Curb Renewal".
 - (iii) No separate measurement or payment will be made for curb ramp tie bars, the cost for which shall be included in the prices bid for Concrete Curb Renewals.
 - (iv) No differentiation will be made for the length of the Concrete Curb Renewals being installed.
 - (v) No measurement and payment for Concrete Curb Renewal will be made where identified as incidental or as part of Pipeline Access as outlined in E16.
- (d) Asphaltic Concrete Patches
- (i) Asphaltic Concrete Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Asphaltic Concrete Patches". Payment shall include all materials and labour required to complete the work as specified.
 - (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Asphaltic Concrete Patches".
 - (iii) No differentiation will be made for the length or width of the Asphaltic Concrete Patch being installed.
 - (iv) No measurement and payment for Asphaltic Concrete Patches will be made where identified as incidental or as part of Pipeline Access as outlined in E16.
- (e) Planing of Pavement
- (i) Requirement for Planing of Pavement will be determined in the field by the Contract Administrator and Public Work Department, as per the latest version of the Street Cuts Manual.
 - (ii) Further to CW 3450, when Planing of Pavement is required for road restorations, including planing street cuts to full lane width, or planing existing pavement between cuts for a series of road cuts, only area of existing pavement that is planed and removed will be measured for payment. If planing equipment operates over new road cuts required to install the works, no measurement for payment will be made for this area, as no pavement material is being removed.
 - (iii) No measurement and payment for Planing of Pavement will be made where identified as incidental or as part of Pipeline Access as outlined in E16.

E7. WORKING IN CLOSE PROXIMITY TO A FEEDER MAIN OR AQUEDUCT

- E7.1 Prior to any construction, exploratory excavations at the existing 900mm feeder main on McPhillips Street and 1200mm aqueduct on Pacific Avenue, in accordance with E8, are to be completed so as to confirm depth and location of the feeder main or aqueduct, for any location where works are to be completed within close proximity to the existing feeder main or aqueduct.
- E7.2 Close proximity will include any excavation within five (5) metres of the existing feeder main or aqueduct location shown on the drawings.
- E7.3 Granular material, construction material, soil or other material, shall not be stockpiled on the feeder main or aqueduct or within five (5) metres of centreline of the feeder main or aqueduct.

- E7.4 Stage construction such that the feeder main or aqueduct is not subjected to significant asymmetrical loading at any time.
- E7.5 Where work is in close proximity to the feeder main or aqueduct, utilize construction practices and procedures that do not impart excessive vibration loads on the feeder main or aqueduct or that would cause the settlement of the subgrade below the feeder main or aqueduct.
- E7.6 Concrete demolition and removal within five (5) metres horizontally of the feeder main or aqueduct shall be completed by saw cutting and removal, or use of hand held jack hammers. Use of machine mounted concrete breakers within five (5) metres of a feeder main or aqueduct shall not be permitted.
- E8. EXPLORATORY EXCAVATIONS AT FEEDER MAIN OR AQUEDUCT**
- E8.1 Concrete demolition and removal to be in accordance with E7.6
- E8.2 Excavations deeper than one (1) metre shall be done using vacuum excavation methods to minimize the potential for any damage to the feeder main or aqueduct. The purpose of exploratory excavations at feeder main or aqueduct is to determine the excavation method to be used to install new water main infrastructure within close proximity, as defined in E7.2, to the existing feeder main or aqueduct. Depending on the depth of the excavation required to install the works in relation to the existing feeder main or aqueduct, the following excavation methods shall be implemented:
- (a) Where the excavation elevation is higher than one (1) metre above the crown elevation of the feeder main or aqueduct pipe, excavations by normal methods with a backhoe/excavator will be permitted.
 - (b) Where part of the excavation elevation is located within one (1) metre of the crown elevation of the feeder main or aqueduct pipe, excavation using a backhoe/excavator will be permitted to a depth of one (1) metre above the crown of the feeder main or aqueduct. Excavation below this depth must be soft digging / vacuum excavation methods only.
 - (c) Where part of the excavation elevation is located below the crown elevation of the feeder main or aqueduct pipe but higher than the invert elevation of the feeder main or aqueduct pipe, a higher standard of care is required to minimize the impact on the feeder main or aqueduct. Excavation using a backhoe/excavator will be permitted to a depth of one (1) metre above the crown of the feeder main or aqueduct. Excavation below this depth must be by soft digging / vacuum excavation methods only. Shoring and bracing may be required to minimize the loss of soil or bedding material from around the feeder main or aqueduct.
 - (d) Where part of the excavation elevation is located below the invert elevation of the feeder main or aqueduct pipe, a very high standard of care is required to minimize the impact on the feeder main or aqueduct pipe. The excavation must be completed as described in E8.2(c), however, engineered shoring must be installed in the excavation shaft to minimize the disruption to the feeder main or aqueduct. Engineered Shoring must comply with E9.
- E8.3 Backfill for excavations within close proximity to the feeder main or aqueduct to be done in accordance with CW 2030, using Class 2 backfill. Flood tamping is not permitted in a zone within 2.5m (horizontal offset) from the edge of the feeder main or aqueduct pipe. Granular backfill shall be placed and mechanically compacted in maximum 300mm thick lifts. Mechanical compaction equipment is limited to walk behind vibratory compactors only. Compaction using a backhoe / excavator bucket is not permitted due to the potential for over-compaction and vibration.
- E8.4 Exploratory excavations of the feeder main or aqueduct for excavations in close proximity shall be measured on a unit basis per exploratory excavation required and paid for at the Contract Unit Price of "Exploratory Excavation at Feeder Main or Aqueduct" in Form B of the Bid Submission.

E8.5 Pavement restorations for Exploratory Excavation at Feeder Main or Aqueduct will be measured and paid for in accordance with E6. Pavement restoration for any pavement damage as a result of Exploratory Excavation at Feeder Main or Aqueduct that falls within a pipeline access shaft will not be measured for payment, and shall be included in the unit price bid for "Pipeline Access" in accordance with E16.

E9. ENGINEERED SHORING

E9.1 The type, strength and amount of shoring and bracing shall be such as the nature of the ground and site conditions may require to protect the feeder main or aqueduct from loss of bedding material below the pipe springline.

E9.2 All material used for shoring construction shall be in a like-new condition, and shoring and bracing shall be so space and dimensioned as to prevent caving, loss of ground, surface settlement, or squeezing of the soil beyond the neat lines of the excavation. Shoring material shall be free from defects that might impair its strength or suitability for the Work.

E9.3 Prepare design calculations as required to facilitate review of the submission for conformance with the Contract Documents.

E9.4 Submit Shop Drawings and design calculations for the shoring/excavation system designed and sealed by a Professional Engineer registered and licensed to practice in the Province of Manitoba, and experienced in the structural design of shoring systems. The designer of the shoring system shall inspect the system during construction and certify, in writing to the Contract Administrator, that construction is in conformance with the approved design.

E9.5 Shoring and bracing shall be removed in stages while backfilling the excavation.

E9.6 All work associated with the design and provision of engineered shoring to protect the feeder main or aqueduct shall be measured on a unit basis per excavation requiring engineered shoring and bracing, and paid for at the Contract Unit Price of "Engineered Shoring" in Form B of the Bid Submission. Requirement for engineered shoring will be determined by the Contract Administrator based on the findings of the "Exploratory Excavations at Feeder Main or Aqueduct" completed by the Contractor in accordance with E8.

E10. EXPLORATORY HYDRO EXVAVATIONS ON MCPHILLIPS STREET

E10.1 This specification shall amend clause 4.1 of CW 1120.

E10.2 There is a significant amount of existing underground infrastructure in the McPhillips Street right-of-way, including but not limited to high pressure gas, Bell MTS, watermain and Hydro ducts. Vacuum excavation methods to confirm location of existing infrastructure within the McPhillips Street right-of-way to confirm where pipeline access shaft can be installed will be measured and paid for at the Contract Unit Price for "Exploratory Hydro Excavation on McPhillips". Measurement of hours for "Exploratory Hydro Excavation on McPhillips", will be based on hours hydro excavation equipment/personnel is on site and in operation as measured by the Contract Administrator. Hours associated with down time, mobilization, emptying of debris tank, refilling of water tank, and all other tasks outside of hydro excavation shall be incidental to the work and will not be measured for payment.

E10.3 Exploratory hydro excavations for feeder main and aqueduct on McPhillips Street and Pacific Avenue will be measured for payment in accordance with E8.

E10.4 All other hydro excavation and utility locations on other streets included in the Works shall be included with the Underground and Surface Works as per CW 1120.

E10.5 Measurement of hours will only include exploratory excavations for confirmation of existing utility locations and evaluation of proposed pipeline access shaft to install the proposed CIPP liner for S-MA20019475 on McPhillips Street. Hydro excavation required to install pipeline

access shaft required for CIPP installation shall be included in the unit price bid for "Pipeline Access" in accordance with E16.

E10.6 Pavement restorations for Exploratory Hydro Excavation on McPhillips will be measured and paid for in accordance with E6. Pavement restoration for any pavement damage as a result of Exploratory Hydro Excavation on McPhillips that falls within a pipeline access shaft will not be measured for payment, and shall be included in the unit price bid for "Pipeline Access" in accordance with E16.

E10.7 Upon completion of exploratory hydro excavations in accordance with E8 and E10 potential pipeline access shaft locations will be reviewed with the Contractor, and upon review of potential installation risks, the City and Contract Administrator will determine whether or not the proposed CIPP liner installation for S-MA20019475 will proceed or be removed from the contract in accordance with E2.

E11. SHOP DRAWINGS

E11.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
- (b) The term "Shop Drawings: means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, which are to be provided by the Contractor to illustrate details of a portion of the Work.

E11.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.

E11.3 The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions to be reviewed by the Contract Administrator.

E11.4 Allow for a five (5) Business Days period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.

E11.5 Shop drawing submissions will be limited to 2 reviews per shop drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be charged to the Contractor.

E11.6 Measurement and Payment

- (a) The provision of Shop Drawings shall be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E12. CONFINED SPACE ENTRY

E12.1 Description

- (a) This Specification shall outline minimum requirements for confined space operations through the course of the work.

E12.2 General

E12.2.1 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.

E12.2.2 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).

E12.2.3 The Contractor is responsible for all safety and confined space support throughout the project.

E12.3 Methods

E12.3.1 Hazard Assessment

- (a) In conjunction with securing the site and obtaining underground clearances, the Contractor shall conduct a hazard assessment for each site requiring work within a sewer or manhole. The assessment shall identify and evaluate the hazards, including but not be limited to review of the following as it pertains to the work to be performed:
 - (i) nature of the defect;
 - (ii) location of the defect in the sewer/manhole;
 - (iii) structural condition and amount of debris in the remaining sewer/manhole;
 - (iv) condition of the manholes up and downstream of the required repair;
 - (v) atmospheric conditions in the manholes up and downstream of the required repair;
 - (vi) condition of adjacent downstream sewers; and
 - (vii) flow in the sewer.
- (b) The hazard assessment shall be based on the Contractors review of video for the sewer(s) and site inspection of the manholes, sewers and external conditions. Prior to the inspection, the Contractor shall conduct the necessary atmospheric monitoring of the affected manholes and sewers to establish acceptable entry conditions.
- (c) Based on the results of the hazard assessment the Contractor shall determine if they can perform the stabilization repairs in a safe manner. If the Contractor decided to proceed with the internal repairs, they shall prepare a Safe Work Plan complete with the necessary controls and procedures required to maintain a safe working environment for the repair. Otherwise they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the work and determine alternative means of completing the work are required.

E12.3.2 Safe Work Plan

- (a) Subsequent to performing a hazard assessment the Contractor shall develop a safe work plan to address the potential hazards associated with each site. In addition to addressing the potential hazards the safe work plan shall address but not be limited to the following:
 - (i) guidelines for confined space entry work established by The Manitoba Workplace Safety and Health Act;
 - (ii) provision for emergency response;
 - (iii) training and duties for entry personnel;
 - (iv) rescue and emergency services;
 - (v) requirement for purging, ingesting, flushing, and/or continuous ventilation to eliminate or control atmospheric hazards;
 - (vi) requirement for and provision of supplied air;
 - (vii) communication between members of the repair crew in the pipe and on the ground's surface;
 - (viii) current and forecasted weather conditions;
 - (ix) isolating the workspace by plugging of upstream sewers and monitoring of upstream flow levels;
 - (x) provision of back-up equipment;
 - (xi) method of ingress into the sewer; and
 - (xii) method for egress out of the sewer – forward and backwards.
- (b) The Contractor shall not enter the sewer or manholes to begin the work until they have completed a hazard assessment and safe work plan for the specific repair and reviewed the plans with their designated safety officer for acceptance. The safe work plan

procedures and practices shall conform to all federal, provincial and municipal codes, regulations and guidelines including Manitoba Workplace Safety and Health Regulations.

E12.3.3 Entry Into the Manhole and Sewer

- (a) The Contractor shall enter the manhole/sewer and complete the work in accordance with their safe work plan and requirements for the repair contained herein.
- (b) If at any time during the repair the attendant and/or Contractor believes he cannot safely perform the work, they shall immediately stop the work and evacuate the sewer and manholes. The Contractor shall re-assess their safe work plan considering the reason for the work stoppage. The work shall only be resumed when the Contractor has deemed it safe to return by completing a re-assessment and safe work plan revision, where necessary.
- (c) If the Contractor deems the work cannot be safely completed by internal stabilization, they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the defect and determine alternative means of completing the work are required.

E12.4 Measurement and Payment

E12.4.1 Confined Space Entry

- (a) Performing hazard assessments, preparing Safe Work Plans, and confined space entry support for the Work and inspections will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E13. FLOW CONTROL

E13.1 Description

- (a) This Specification shall cover flow control measures required for main line sewer and sewer services required to perform the work.

E13.2 Submittals

- (a) Submit a written flow control plan for sewers to be lined for review by the Contract Administrator in accordance with E10.1 a minimum of five (5) Business Days prior to undertaking the work. The flow control plan shall include the following:
 - (i) A description and sketch detailing the arrangement of the proposed flow control measures.
 - (ii) A list of the key components required for the flow control measures, including but not limited to the following:
 - ◆ Cofferdams
 - ◆ Piping or hoses (as required)
 - ◆ Pumps (as required)
 - ◆ Plugging of overflows
 - (iii) A detailed procedure for installation and removal of the flow control measures.
 - (iv) Monitoring plan (if required). Plan shall include a 24-hour contact person.
 - (v) Means and methods for dealing with excessive flows or wet weather events.
 - (vi) Means and methods for bypassing flows for apartment complexes and commercial buildings.
 - (vii) Supply of temporary washroom facilities where required.
- (b) Flow control plans are not required where no flow bypass work is to be undertaken.
- (c) A tabular flow control plan is acceptable for assets 450 mm in diameter and smaller.
- (d) Where indicated, flow control plans shall be prepared and stamped by a professional Engineer, registered in the Province of Manitoba and experienced in the design and implementation of temporary flow bypass works.

E13.3 Methods

- (a) Provide necessary flow control measures for the main line sewer and sewer services required to perform the work. Diversion of wastewater flow directly or indirectly to the environment, land drainage sewers, or storm relief sewers will not be allowed.
- (b) Maintain existing sewer flows from upstream sewers during construction around the sewers being lined.
- (c) Where bypass pumping combined sewer flows, the Contractor shall provide a minimum pumping capacity of 2.75 times the estimated average day flows as provided herein or estimated by the Contractor.
- (d) Erection of scaffolding overtop of active roadways will not be permitted for the purposes of flow control.
- (e) Provide adequate temporary bypass pumping for live sewer services connected to the sewer being lined from when the service is blocked off until it is reinstated.
- (f) Provide security personnel for locations where by-pass pumping requires normally secure or locked doors and access areas to be left open or unlocked.
- (g) Ensure all flow control components and materials are removed from the sewer system upon completion of the work.
- (h) The Contractor shall put in place measures to prevent the spill of wastewater and styrene laden water from the CIPP installation process to the environment. When working near outfalls, the Contractor shall ensure flow bypass methods prevent upstream levels from exceeding overflow levels. Where plugs and other methods are employed to prevent overflows, the Contractor shall have contingency plans in place for unexpected flow increases and undertake 24 hr monitoring of upstream levels while flow control measures are in place.

E13.3.1 Mainline Sewer Flows

- (a) The Contractor shall ensure wet weather or excessive flow conditions can be pumped or otherwise accommodated through the work area. The Contractor shall schedule work requiring complete blockage of the sewer when the chances of wet weather events are minimized in accordance with E13.3.3.
- (b) The Contractor shall determine appropriate sewer bypass flows for all sewer assets 450mm and smaller except where noted otherwise. Submit flow control plans in accordance with E13.2. Flow control plans are not required to be stamped by a Professional Engineer, except where noted otherwise.
- (c) For sewers greater than 450mm in diameter, the following estimated Average Dry Weather Flows (ADWF) have been provided for the purposes of sizing bypass systems. Submit flow control plans in accordance with E13.2. Flow Control plans for sewers greater than 450mm in diameter shall be stamped by a Professional Engineer, registered in the Province of Manitoba and experienced in the design and implementation of temporary flow bypass works.
 - (i) Ness Avenue – S-MA20008165 – ADWF 15 L/s
 - (ii) Dugald Road – S-MA70008533 – ADWF 10 L/s
 - (iii) McPhillips Street – S-MA20019475 – ADWF 15 L/s
 - (iv) St Mary's Rd – S-MA50004098 – ADWF 10 L/s
 - (v) Xante Street – S-MA20019529 – ADWF 10 L/s
- (d) Notwithstanding E13.3.1 (b) and (c) the following assets may exhibit intermittent flows resulting from the operation of upstream pump stations. The following ADWF and peak pump station discharge flows have been provided for the purposes of sizing bypass systems. Submit flow control plans in accordance with E13.2. Flow Control Plans shall be stamped by a Professional Engineer, registered in the Province of Manitoba and experience in the design and implementation of temporary flow bypass works:
 - (i) Not Applicable

E13.3.2 Sewer Services

- (a) Intermittent/short term flow blockages (i.e. up to 1 day, intermittently) of live sewer services will be permitted on the proviso that building occupants are informed of the blockage and adequate steps are undertaken to ensure sewer service backups do not occur. The Contractor shall be responsible for any damages occurring from sewer service blockages in instances where inadequate or improper notice has been provided.
- (b) Provide temporary indoor portable toilets for residential homes and for each apartment in small apartment buildings (10 or less apartments) instead of temporary sewer service bypass pumping where feasible and approved by the building owner and the Contract Administrator.
- (c) Provide temporary indoor or outdoor toilet facilities for smaller commercial properties such as strip malls instead of temporary sewer service bypass pumping where feasible and approved by the building owner and the Contract Administrator. One toilet facility to be provided for each business in a strip mall.
- (d) Provide necessary supplies for portable toilets and clean as often as required while in use. Remove portable toilets and outdoor toilets promptly once sewer service is reinstated.
- (e) Expose sewer services for facilities with a high volume of effluent discharge that have no feasible means of intercepting the flow within the building or at a location outside the building agreed upon by the Contract Administrator and drain or pump the sewer service from that location until the sewer service is reinstated.
- (f) Excavate for sewer service exposure in accordance with CW 2030. Repair and backfill exposed sewer services in accordance with CW 2130.

E13.3.3 Weather

- (a) Environment Canada shall be used as the baseline weather forecast for planning and scheduling of Work.
 - (i) Environment Canada for Winnipeg, MB:
https://weather.gc.ca/city/pages/mb38_metric_e.html
 - (ii) Please note the above hyperlink to Environment Canada is correct at the time of Tender issuance, however this may change during the course of the Contract.
- (b) The Contractor can contact to the Contract Administrator to confirm any changes as necessary.
- (c) The Contractor shall review the Environment Canada weather forecast at a minimum once daily, and prior to Work commencing on site each day.
- (d) When forecasted wet weather exceeds 5 mm, delay installation of liners and/or secure existing work sites.
- (e) Where wet weather equal to or less than 5 mm of rainfall is forecasted, Work may proceed under the following conditions:
 - (i) Mainline diameters equal to or less than 400 mm:
 - ◆ The Contractor has reviewed the forecasted rainfall event and provides written confirmation to the Contract Administrator that the proposed flow control measures provided are able to accommodate anticipated flows.
 - (ii) Mainline diameters greater than 400 mm:
 - ◆ The Contractor demonstrates to the Contract Administrator via numerical calculations that the proposed bypass system is capable of accommodating anticipated flows.
 - ◆ Upon request, the Contract Administrator will provide the Contractor with a map of the estimated catchment area to aid in the assessment.
 - ◆ Catchment area maps can be provided within 3 Business Days of a request.

- ◆ Estimated catchment maps, if provided, are based on readily available information. There is no guarantee regarding accuracy of the information.
- (f) The Contractor shall advise immediately of any weather-related delays.
- (g) The Contractor shall schedule Work according to the weather.
- (h) Delay claims due to wet weather shall be communicated to the Contract Administrator within five (5) Business Days after the date of the wet weather event.
- (i) The Contract Administrator will review all claims with regards to wet weather delays in accordance with the General Conditions. Claims shall be reviewed within five (5) Business Days of receipt and may include discussions with the Contractor to ascertain the costs and reasoning associated with the work delay. A Change Order will be processed upon approval of the delay. If further time is required for due consideration by the Contract Administrator, a timeline will be established with the Contractor where no additional claims shall be made outside of the agreed upon response window.

E13.4 Measurement and Payment

- (a) Flow control measures necessary for mainline sewers will be measured on a unit basis and paid for at the Contract Unit Price for "Flow Control (By Sewer Segment)". Number of units to be paid for will be the total number of units supplied in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Payment for "Flow Control (By Sewer Segment)" shall include, but is not limited to the following:
 - (i) Supply of flow control plans, drawings, and submissions;
 - (ii) Investigative works to confirm flows, manhole, and pipe configurations;
 - (iii) Supply, installation, and removal of cofferdams and flow diversions;
 - (iv) Supply, mobilization, monitoring, operation, and demobilization of pumps and hoses;
 - (v) Hydrovac, hauling, and disposal of sewage where required for flow control purposes;
 - (vi) Traffic signage;
 - (vii) Supply, installation, and removal of all traffic ramps and associated materials;
 - (viii) Any and all other plant and materials required to complete the work as specified herein and identified on reviewed flow control plans.
- (c) Only one unit of flow control will be paid for each sewer segment and will include all occurrences of mainline and sewer service flow control requirements for the sewer segment.
- (d) Utilization of flow control shall constitute the deployment of pumps or hauling of sewage to bypass flows around a sewer being lined. Flow control will not be measured where no flow control measures are utilized.
- (e) The supply of temporary washroom facilities and flow control measures for sewer services shall be considered incidental to installation of the liner and will not be measured for payment. No additional payment will be made.
- (f) Where no flow control measures are undertaken, no payment will be made for this item of work.
- (g) Where flow control is measured and paid for each sewer segment:
 - (i) 25% payment for the Contract Lump Sum price for each respective segment will be paid when flow control measures have been mobilized to that segment and are in operation.
 - (ii) 100% of the Contract Lump Sum price for each respective segment will be paid subsequent to the completion of the liner installation and demobilization of flow control measures from that segment.

E14. SEWER INSPECTIONS

E14.1 Description:

- (a) This Specification describes the requirements for obtaining sewer measurements and CCTV inspections required to facilitate the specified rehabilitation work.
- (b) This specification amends and supplements Specification CW 2145.

E14.2 Methods

E14.2.1 Verification of Existing Sewer Dimensions

- (a) Verify sewer dimensions and depths prior to design as follows:
 - (i) Length of sewer from manhole to manhole using a steel tape.
 - (ii) Manhole invert depths (from the manhole rim) at the upstream, downstream, and any intermediate manhole.
 - (iii) Measure the diameter and cross-section of the sewer at the upstream and downstream manholes and at a minimum distance of 500 millimetres inside the sewer from each manhole.
 - (iv) Use calibrated calipers or other suitable measuring device capable of measuring accuracy to +/- 1mm to confirm cross section geometry at the following clock positions:
 - ◆ 12:00 to 6:00
 - ◆ 2:00 to 8:00
 - ◆ 3:00 to 9:00
 - ◆ 4:00 to 10:00
 - (v) Obtain additional measurements for large diameter (larger than 600 millimetres) and for non-circular sewers sufficient to define the cross section to meet the design objectives for the rehabilitation system being utilized, including but not limited to:
 - ◆ The length of the inside perimeter (circumference) of the sewer at the upstream and downstream ends.
 - ◆ Perform a pre-design inspection in accordance with E14.2.2(b) where specified in order to confirm the dimensions of the existing host pipe.
- (b) Estimate the remainder of the sewer dimensional requirements based on dimensional checks and the CCTV sewer inspection videos.
- (c) Submit host pipe lengths, depths, and dimensional requirements based on dimensional checks and the CCTV sewer inspection videos.

E14.2.2 Perform the following sewer inspections in accordance with CW 2145 in the presence of the Contract Administrator.

- (a) Pre-Repair Inspection:
 - (i) Perform prior to undertaking repairs or prep-work.
 - (ii) Pre-repair inspection is not a pay item and shall be considered incidental to the cleaning and prep work operations.
 - (iii) Submission of the Pre-Repair Inspection is only required where sewer conditions differ from those identified during tendering and additional prep work was undertaken to complete the rehabilitation work.
 - (iv) No coding of the submission will be required.
- (b) Pre-Design Inspection (where specified):
 - (i) Perform prior to preparing the liner design.
 - (ii) Intent is to confirm the continuous or discontinuous (every 5 metres minimum) measurement of the height and width of large diameter and non-circular sewers along the entire length of the sewer.
 - (iii) The following methods may be employed:
 - ◆ Hand measurements
 - ◆ Laser profiling

- (iv) CCTV inspections involving hand measurements shall clearly show the dimensional measurements and distance of the measurement from the upstream manhole on the video. Distances based on CCTV cable measurement will be permitted.
- (v) Laser profiling technology must have sufficient accuracy and replicability as per E14.5.2.
- (vi) No coding of the submission will be required.
- (c) Pre-Lining Inspection:
 - (i) Perform after sewer cleaning and preparation.
 - (ii) The Pre-Lining Inspection shall confirm:
 - ◆ Necessary cleaning and pipe preparation work, including internal and external sewer repairs, have been satisfactorily completed
 - ◆ Condition of the sewer pipe is consistent with the design conditions and Specifications. The Contractor shall advise the Contract Administrator of any condition that is contrary to the design conditions or assumptions made that may affect either long or short term performance of the liner prior to commencing lining.
 - (iii) No coding of the submission will be required.
- (d) Post-Lining Inspection:
 - (i) Perform immediately following installation of the liner, after completion of sewer service reinstatement, and while flow control measures are in place.
 - (ii) Perform Post-Lining Inspection where Regional Street lane closures are required within 24 hours of completing the installation of the liner.
 - (iii) Intent is to confirm the adequacy of sewer service reinstatements and the fit and finish of the liner.
 - (iv) Post-Lining inspection shall be submitted within fifteen (15) Business Days of completion of the liner installation.
 - (v) Full coding required.
- (e) Post-Design Inspection (where specified):
 - (i) Perform subsequent to installing the liner.
 - (ii) Intent is to confirm the continuous or discontinuous (every 5 metres minimum) measurement of the height and width of large diameter and non-circular liners along the entire length of the sewer to confirm that the liner is consistent with the expected post-lining diameter or dimension.
 - (iii) The following methods may be employed:
 - ◆ Hand measurements
 - ◆ Templating
 - ◆ Laser profiling
 - (iv) Perform while flow control measures are in place.
 - (v) CCTV inspections involving hand measurements shall clearly show the dimensional measurements and distance of the measurement from the upstream manhole on the video. Distances based on CCTV cable measurement will be permitted.
 - (vi) CCTV inspections involving templating shall clearly show the passage of the template through the sewer. For templated sewers the dimensions of the template shall be measured visibly on the CCTV inspection and dimensions submitted for review with the pre-design inspection.
 - (vii) Laser profiling technology must have sufficient accuracy and replicability as per E14.5.2.
 - (viii) Post-Design inspection shall be submitted within fifteen (15) Business Days of completion of the liner installation. Substantial Performance and Total

Performance for the project will not be granted prior to submission and acceptance of the Post-Design inspection CCTV and associated reports.

- (ix) No coding of the submission will be required.
- (f) Warranty Inspection:
 - (i) Perform before expiration of the warranty period and acceptance but not prior to 10 months after installation of the liner.
 - (ii) Intention is to confirm the fit and finish of the liner, the need for any remedial work, and acceptance of any repair work performed during the warranty period.
 - (iii) Undertake sewer cleaning in accordance with CW 2140 as required to obtain a satisfactory inspection.
 - (iv) Full coding required.

E14.2.3 Submit all inspection videos to the Contractor Administrator for review in accordance with CW 2145 and as specified herein.

E14.3 Sewer Inspection Reports

- (a) Provide the Contract Administrator with the following sewer inspection reports prepared in accordance with CW 2145.
 - (i) Pre-sewer repair inspection before undertaking any repairs.
 - (ii) Pre and post-lining inspection and reports before Total Performance of Work.
 - (iii) Warranty inspection report before Final Acceptance of Work.

E14.4 Sewer Service Reports

- (a) The Contractor is responsible to determine the usage and status of all service connections connected to the sewer to be rehabilitated. Confirm exact location of all sewer services connected to the sewer being lined by dye testing, tracing, or other methods. Any additional investigative and/or remedial work resulting from improper identification of connected services shall be borne by the Contractor.
- (b) Submit a written Sewer Service Report for each liner location to the Contract Administrator a minimum of five (5) Business Days prior to installation of liners. Provide the following information for each sewer service including CB leads and utility manhole drains.
 - (i) Location of connection (chainage from upstream manhole and clock reference).
 - (ii) Diameter of sewer connection lateral.
 - (iii) Material type of sewer connection.
 - (iv) Observed condition of connection.
 - (v) Status of connection (active, inactive or unable to determine).
 - (vi) Property serviced including the address.
- (c) Sewer Service Reports shall be submitted in conjunction with the Pre-Lining CCTV Inspection submission.

E14.5 Sewer Inspection Equipment

E14.5.1 Notwithstanding CW 2145, CCTV equipment meet the following requirements:

- (a) Minimum requirements of the in-line inspection platform include:
 - (i) Independently controlled drive tracks that enable the platform to manoeuvre around bends and climb over debris up to 300mm in height.
 - (ii) Operable under partially or fully submerged flow conditions, for distances up to 500m upstream or downstream from a single access point.
 - (iii) Operable in sewers of various cross-sections and constructed of standard pipe materials including brick, concrete, PVC, HDPE, and steel.
 - (iv) Tethered to facilitate extraction of the platform from the sewer, without causing damage to the sewer infrastructure, in the event the equipment fails or otherwise becomes uncontrollable within the sewer.

- (v) Equipped with sufficient high intensity lighting to illuminate the sewer for visual inspection.
- (vi) Equipment shall be capable of continuously capturing digital video from first generation recordings with no frame loss, regardless of the progression of the inspection.
- (vii) Equipment shall be used to acquire continuous digital video images of the sewer for the entire length being inspected.

E14.5.2 Laser profiling equipment shall meet the following minimum requirements:

- (a) Three Dimensional (3D) LASER Scanning Inspection
 - (i) "Three Dimensional (3D) Laser Scanning" is a technique to determine the surface profile of mainline pipes using a three dimensional (3D) laser on the entire circumference above fluid level of the pipe.
 - (ii) Three Dimensional (3D) LASER scanning equipment shall provide an accurate determination of pipe geometry (features and defects) above the fluid level.
 - (iii) Minimum equipment requirements are:
 - ◆ The laser shall be Class 1; eye-safe for operator safety.
 - ◆ Surface measurements accurate to 5mm at 3 metres in 1200mm pipes and larger.
 - ◆ Precision ovality / deflection detailed range laser measurement scans accurate to $\pm 1\%$.
 - ◆ Laser scans shall produce a point cloud with a maximum distance between points of 10 mm in the transverse direction and 40 mm in the longitudinal direction.
 - (iv) The rate of scan shall not exceed 9 m / minute.

E14.6 Video Coding

- (a) Perform sewer condition coding in accordance with the requirements of the National Association of Sewer Service Companies (NASSCO) "Pipeline Assessment Certification Program" (PACP) and to version 7.0.0 of the manual or better.
- (b) Perform condition coding using certified operators in accordance with the NASSCO PACP and MACP. 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.
- (c) Operators failing to provide copies of their NASSCO certification and / or failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the NASSCO PACP and MACP version 7.0.0 of the manual or greater.
- (d) 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.

E14.7 Measurement and Payment

E14.7.1 Verification of Sewer Dimensions:

- (a) Verification of existing sewer lengths, depths, and dimensions will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E14.7.2 Sewer inspections will be measured and paid for in accordance with CW 2145 except as modified herein:

- (a) The total length of inspection to be paid shall be the total length of sewer inspected to the satisfaction of the Contract Administrator. The length to be paid will be the manhole to manhole sewer length provided by the Contractor. Where partial or incomplete inspections are submitted, the length of sewer inspected will be the length recorded by the Contractors calibrated inspection equipment or as determined by the Contract Administrator.

E14.7.3 Sewer Service Reports

- (a) Sewer service reports shall be considered incidental to the CIPP installation and will not be measured for payment. No separate payment will be made.
- (b) The Contractor is responsible for rectifying any damages caused or additional inspection work resulting from incomplete or erroneous Sewer Service Reports.

E14.7.4 Sewer Inspection Reports

- (a) Sewer inspection reports measured and paid for in accordance with CW 2145.

E15. DIGITAL PANORAMIC MANHOLE INSPECTIONS

E15.1 Manhole inspections will be required in accordance with CW 2145 for all manholes that are removed/modified to allow for CIPP liner installation.

E16. EXCAVATION AND PIPELINE ACCESS

E16.1 Description

- (a) This Specification shall cover excavations, shoring, and modifications to and construction of new manholes as required for pipeline access to facilitate the proposed rehabilitation work.

E16.2 Submittals

- (a) A work plan shall be provided for each manhole slated for disassembly and/or reconstruction to facilitate liner installation. Work plans are not required where only the manhole frame and cover are being removed. The work plan shall include the following:
 - (i) Limits of excavation (width, length, depth);
 - (ii) means of shoring the excavation;
 - (iii) services to be disrupted. Means of maintaining or otherwise dealing with service flows;
 - (iv) manhole work to be undertaken; and
 - (v) other information required to describe the work.
- (b) Shop Drawings for excavation shoring (where required) shall be prepared and submitted in accordance with E10.1 a minimum of five (5) Business Days prior to undertaking the excavation and shoring installation. Where required by Workplace Safety and Health regulation, shoring Shop Drawings shall be sealed by a Professional Engineer, registered in the Province of Manitoba, experienced in the design of excavation shoring systems.

E16.3 Shoring Design

- (a) Shoring shall be provided for excavations in accordance with CW 2030.
- (b) Further to CW 2030, refer to E9 for any excavations within close proximity to a feeder main or aqueduct.
- (c) Excavation shoring shall be designed to accommodate the installation of CIPP liners.
- (d) All shoring systems shall comply with Manitoba Workplace Safety and Health requirements.

E16.4 Materials

- (a) All materials shall conform to City of Winnipeg Standard Construction Specifications.

E16.5 Methods

E16.5.1 Manhole Modifications to Facilitate Liner Installation

- (b) If required to complete the work, the Contractor may choose to remove and replace the upper portions of the existing manholes to permit access to the existing sewers.

- (i) The Contractor may reuse existing pre-cast concrete manhole components when found to be in good condition. The Contractor shall replace all other manhole components and pre-cast concrete manhole components found to be in a deteriorated condition.
 - (ii) Where manhole stacks are to be replaced and sizes are not noted on the drawings, the new manhole stack shall be the largest practical nominal size up to 1200 mm without exceeding the existing manhole base dimensions.
 - (iii) Select existing manholes and chambers may not be modified or excavated as shown on the Drawings.
- (b) All manhole works shall conform to CW2130.

E16.5.2 Sewer Modifications to Facilitate Liner Installation

- (a) If required to complete the work, the Contractor may choose to remove and repair the top of the existing sewer pipe to permit access to the existing sewers.
- (b) Pipe removal and repairs to be in accordance with details found in the drawings.

E16.5.3 Excavation

- (a) The Contractor is responsible for locating the existing sewer and all other buried utilities, and shall take all steps to locate the existing sewer prior to excavation and installation of shoring.
- (b) Construction materials and excavation spoils shall not be stockpiled over pipelines.
- (c) Carefully excavate to expose existing pipelines.
- (d) Only smooth edged buckets may be utilized for excavations within 1.5 m of the existing sewer.
- (e) The existing sewer shall be located prior to proceeding with excavations within 1.0 m of the pipe. Final excavation (within 300 mm of the pipe wall) shall be completed using soft dig or hand excavation methods to prevent damage to the pipe.
- (f) Excess excavation materials shall be disposed of off site.
- (g) Any services severed during excavation and shoring installation must be rerouted or otherwise bypassed in accordance with E13.3.2

E16.5.4 Shoring Installation

- (a) Piles (if used) shall be installed with a minimum of 500 mm of clear separation between the pile and the outside of the existing sewer wall.
- (b) Piles (if used) shall be pre-bored to a depth below the invert of the sewer. Pre-bored holes shall be filled with a flowable low strength cementitious material after installation of piles to prevent movement of existing soils around the pipe, permit excavation/installation of shoring, and removal of piles.
- (c) Excavation and shoring installation shall not initiate movement or otherwise destabilize soils sounding brick and concrete sewers greater than 1200 mm in diameter.
- (d) Locate the extents of the existing sewer prior to pre boring and installing shoring using soft dig methods. Please note the wall thicknesses and outside diameter of the existing trunk sewers are unknown.
- (e) Construction Vibrations
 - (i) The Contractor shall use means and methods that will limit vibrations at locations adjacent to utilities and structures.

E16.5.5 Demolition

- (a) Carefully remove, expose, and demolish existing manholes and sewers as required. The use of pneumatic breakers is prohibited. Tops of sewers may be saw cut or removed using small hand held jack hammers. Final openings in the existing sewers shall be neatly cut square to the existing pipe.

E16.5.6 Trunk Sewer Closures

- (a) Construct trunk sewer closures as shown on the drawings after completion of the liner installation.
- (b) Complete cast-in-place concrete and reinforcing steel work as shown on the Drawings and in accordance with E19 and E20.

E16.5.7 New Manholes

- (a) Construct new cast-in-place or pre-cast manhole bases as shown on the drawings after completion of the liner installation.
- (b) Complete cast-in-place concrete and reinforcing steel work as shown on the Drawings and in accordance with E19 and E20.
- (c) Manholes shall be constructed as shown on the Drawings and in accordance with CW2130.

E16.5.8 Shoring Removal

- (a) Shoring systems shall be completely removed upon completion of the works.
- (b) Care shall be taken to remove the shoring system and backfill the trench in such a way as to not create voids. If the shoring system requires removal after backfill is in place, resulting voids shall be filled with flowable cement slurry.

E16.5.9 Backfill

- (a) Backfill within 1.0 m of existing and proposed pavements shall be completed to CW 2030, Class 1 standards. Granular Class 2 backfill shall extend to the underside of the stabilized fill.
- (b) Backfilling with frozen materials will not be permitted.

E16.6 Measurement and Payment

E16.6.1 Pipeline Access

- (a) Pipeline access shall be paid on a Lump Sum basis for each identified asset at the Contract Unit Price for "Pipeline Access" as listed in the Form B: Prices.
- (b) Payment for "Pipeline Access" shall include all costs associated with providing access to the pipeline to accommodate sewer rehabilitation, including but not limited to: excavations, shoring, demolition, manhole modifications, manhole replacement, new manhole installations, sewer pipe removal, sewer pipe repair, catch basing removal/replacement, curb inlet removal/replacement, backfill, pavement restorations and all other materials, labour, and equipment required to complete the work as specified. Payment will be made on the following schedule:
 - (i) 50% payment of the Site Access lump sum price for each site or asset will be paid upon commencement of the liner installation for each site.
 - (ii) 100% payment of the Site Access lump sum price for each site or asset will be paid upon completion and acceptance of backfill and manhole restoration at each site.
- (c) All manhole modifications, pavement and boulevard restorations, and modifications to any other utilities or structures, including but not limited to catch basins, curb inlets, sewer pipe, traffic signage, light standards, etc., required to facilitate the identified rehabilitation work shall be considered incidental to the pay items identified herein. Additional payment will not be made for manhole modifications required to complete the identified rehabilitation works where site conditions and work requirements are consistent with the tendered scope of work.

E17. SEWER AND MANHOLE STABILIZATION

E17.1 Description

- (a) Sewer and manhole stabilization shall mean the internal repair of sewers and manholes by man entry techniques. Repairs are varied and may consist of holes in sewers with voids, missing bricks in sewers, obstructions and manhole base or riser repairs. Sewer stabilization repairs shall be carried out at the locations noted in Appendix A – Table E17.1 Site Specific Design Conditions and Repair Requirements prior to performing sewer lining.
- (b) The scope of work involved in sewer stabilization is as follows:
 - (i) Secure the site and provide temporary traffic control.
 - (ii) Obtain all necessary underground clearances.
 - (iii) Conduct a hazard assessment, including identification and evaluation.
 - (iv) Develop a safe work plan.
 - (v) Implement the necessary procedures and controls to control hazards and maintain a safe working environment.
 - (vi) Enter the manhole/sewer and perform the required repairs.
 - (vii) Clean-up the site.

E17.2 Materials

E17.2.1 Concrete

- (a) Concrete for large internal repairs to concrete and brick sewers and manholes and internal void filling shall be in conformance with Table CW 2160.1, Type B.
- (b) Patching and grouting of repairs to concrete and brick sewers and manholes shall be with a fast hardening high strength concrete repairing compound designed for underwater use
 - (i) Approved products: Duro-Crete by C C Chemicals or approved equal in accordance with B7.
- (c) Flowable cement-stabilized fill for external void filling from the ground surface shall be in conformance with Table CW 2160.1, Type D.

E17.3 Construction Methods

E17.3.1 Hazard Assessment

- (a) In conjunction with securing the site and obtaining underground clearances, the Contractor shall conduct a hazard assessment for each site requiring a stabilization repair. The assessment shall identify and evaluate the hazards, including but not be limited to review of the following as it pertains to the work to be performed:
 - (i) nature of the defect;
 - (ii) location of the defect in the sewer/manhole;
 - (iii) structural condition and amount of debris in the remaining sewer/manhole;
 - (iv) condition of the manholes up and downstream of the required repair;
 - (v) atmospheric conditions in the manholes up and downstream of the required repair;
 - (vi) condition of adjacent downstream sewers;
 - (vii) flow in the sewer.
- (b) The hazard assessment shall be based on the Contractors review of video for the sewer(s) and site inspection of the manholes, sewers and external conditions. Prior to the inspection, the Contractor shall conduct the necessary atmospheric monitoring of the affected manholes and sewers to establish acceptable entry conditions.
- (c) Based on the results of the hazard assessment the Contractor shall determine if they can perform the stabilization repairs in a safe manner. If the Contractor decides to proceed with the internal repairs they shall prepare a Safe Work Plan in accordance with E17.3.2 complete with the necessary controls and procedures required to maintain a safe working environment for the repair. Otherwise they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the defect and determine if an external point repair shall be performed in accordance with CW 2130.

E17.3.2 Safe Work Plan

- (a) Subsequent to performing a hazard assessment the Contractor shall develop a safe work plan to address the potential hazards associated with each site. In addition to addressing the potential hazards the safe work plan shall address but not be limited to the following:
 - (i) guidelines for confined space entry work established by The Manitoba Workplace Safety and Health Act;
 - (ii) provision for emergency response;
 - (iii) training and duties for entry personnel;
 - (iv) rescue and emergency services;
 - (v) requirement for purging, ingesting, flushing and/or continuous ventilation to eliminate or control atmospheric hazards;
 - (vi) requirement for and provision of supplied air;
 - (vii) communication between members of the repair crew in the pipe and on the ground's surface;
 - (viii) current and forecasted weather conditions;
 - (ix) isolating the workspace by plugging of upstream sewers and monitoring of upstream flow levels;
 - (x) provision of back-up equipment;
 - (xi) method of ingress into the sewer;
 - (xii) method of egress out of the sewer – forward and backwards.
- (b) The Contractor shall not enter the sewer or manholes to begin the work until they have completed a hazard assessment and safe work plan for the specific repair and reviewed the plans with their designated safety officer for acceptance. The safe work plan procedures and practices shall conform to all federal, provincial and municipal codes, regulations and guidelines including Manitoba Labour "Guidelines for Confined Space Entry".

E17.3.3 Equipment Set Up

- (a) In accordance with the safe work plan for the repair, the Contractor shall set up the required safety equipment and controls to safely perform the work.
- (b) Specialized equipment to perform the repair work, such as lights, pressure washers, drills and chipping hammers shall in no way adversely affect the operation of the safety equipment required to perform the work.
- (c) Subsequent to completion of the repairs the Contractor shall remove all equipment from the sewers and manholes.

E17.3.4 Enter the Manhole and Sewer

- (a) The Contractor shall enter the manhole/sewer and complete the work in accordance with their safe work plan and requirements for the repair contained herein.
- (b) If at any time during the repair the attendant and/or Contractor believes he cannot safely perform the work they shall immediately stop the work and evacuate the sewer and manholes. The Contractor shall re-assess their safe work plan considering the reason for the work stoppage. The work shall only be resumed when the Contractor has deemed it safe to return by completing a re-assessment and safe work plan revision, where necessary.
- (c) If the Contractor deems the work cannot be safely completed by internal stabilization they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the defect and determine if an external point repair shall be performed in accordance with CW 2130.

E17.3.5 Internal Sewer Repairs

- (a) The Contractor shall repair the sewer fabric to restore the structural integrity of the sewer and provide a smooth flow surface conforming to the adjacent sewer/manhole cross-section and materials.
- (b) Large concrete repairs shall include a reasonable and limited level of surface preparation, including removal of unsound material and cleaning of the edges of the repair area, and setting of the required formwork and bracing. Concrete placement and finishing shall be done in accordance with CW 2160. All formwork and bracing shall be removed from the sewer/manhole at the completion of the work.
- (c) Concrete patching shall include a reasonable and limited level of surface preparation, including removal of unsound material and cleaning of the edges of the repair area. The Contractor shall apply the patching material in accordance with the manufacturer's printed instructions.
- (d) Small voids in the backfill shall be filled with concrete or other approved material from the inside of the sewer prior to repairing the sewer fabric or by pressure grouting after completion of the repairs. The void shall be completely filled to prevent settlement of the backfill and provide a solid backing for the liner.
- (e) Pressure grouting shall be done in accordance with the manufacturer's printed instructions.
- (f) Large voids shall be filled from the ground surface after completion of the repairs. Holes shall be cored in the pavement or the pavement shall be saw cut and removed to permit vacuum excavation from the underside of the pavement to the void. The void shall then be completely filled with flowable cement-stabilized fill.

E17.3.6 Sewer Service Grouting

- (a) Sewer service grouting prior to lining shall be completed using a non-shrink, watertight cement grout, an appropriate polyurethane grout compound, or other approved grouting product, compatible with the existing host pipe. Grouting shall create a watertight and smooth inner surface for the host pipe and sewer service.
- (b) Sewer service grouting post lining shall fill voids between the CIPP and the host pipe at sewer service openings with an appropriate polyurethane or other grouting system that is compatible with the liner system to form a smooth watertight connection.

E17.3.7 Annulus Grouting

- (a) Complete annulus grouting where directed by the Contract Administer.
- (b) Annulus grouting post lining shall be completed using an appropriate cementitious or polyurethane grouting system that is compatible with the liner system.
- (c) A cementitious grout shall be used where grouting is required to achieve long term structural performance of the liner and host pipe. In all other applications, a polyurethane grout may be used to fill voids between the liner and host pipe.
- (d) Cementitious grout shall conform to the requirements of CW 2130 and CW 2160.
- (e) The Contractor shall ensure short term buckling pressures of the installed liner are not exceeded during the grouting process.
- (f) A detailed grouting plan shall be submitted for all grouting operations, including the following:
 - (i) Proposed grouting material complete with physical characteristics.
 - (ii) Grouting procedure complete with estimated grouting pressures.
 - (iii) Allowable grouting pressure based on the buckling capacity of the installed liner.

E17.3.8 Manhole Repairs, Modifications, and Installations

- (a) Complete manhole repairs, modifications, and new installations identified in the Specifications or on the Drawings in accordance with CW 2130.
- (b) Manhole rungs removed to facilitate installation of CIPP liner must be replaced with new manhole rungs meeting the requirements of CW 2130.

E17.4 Quality Control

E17.4.1 Repair Acceptance

- (a) Upon completion of the designated repair the Contractor shall clean and perform the pre-lining inspection.
- (b) The Contractor shall not be responsible for defects in existing un-repaired sewer lines unless those defects are a direct result of the Contractor's operation.

E17.4.2 Correction of Deficiencies

- (a) The Contractor shall correct deficiencies found in the sewer repair at their own cost including the cost of re-cleaning and re-inspection to confirm that the deficiencies are rectified in accordance with these specifications.

E17.5 Measurement and Payment

E17.5.1 Hazard Assessment and Safe Work Plan

- (a) Performing a hazard assessment and preparing a Safe Work Plan will not be measured for payment and shall be considered incidental to the Work. No separate payment shall be made.

E17.5.2 Internal Sewer Repairs

- (a) Large concrete repairs requiring formwork will be measured on a unit basis and paid for at the Contract Unit Price for "Large Concrete Repairs". Number of units to be paid for will be the total number of large concrete repairs made in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Concrete patching of sewer walls and invert up to 1.0 metre in length will be measured and paid for on a unit basis and paid for at the Contract Unit Price for "Concrete Patching – Up to 1.0 metre long". Number of units to be to be paid for will be total number of concrete patch repairs up to 1.0 metre long completed in accordance with this specification, accepted and measured by the Contract Administrator.
- (c) Concrete patching of sewer walls and inverts in excess of 1.0 metre in length will be measured and paid for on a length basis for "Concrete Patching – In Excess of 1.0 metre long". Length to be paid for will be total linear metres of concrete patch repairs in addition to the initial 1.0 metre length, completed in accordance with this specification, accepted and measured by the Contract Administrator.
- (d) Filling small voids internally will be measured and paid for on a unit basis and paid for at the Contract Unit Price for "Filling Small Voids Internally". Number of units to be to be paid for will be total number of small voids filled internally in accordance with this specification, accepted and measured by the Contract Administrator.
- (e) Filling large voids externally with flowable cement-stabilized fill will be measured and paid for on a volume basis and paid for at the Contract Unit Price for "Filling Large Voids Externally – With Cement-Stabilized Fill". Volume to be to be paid for will be total number of cubic metres of void filled externally in accordance with this specification, accepted and measured by the Contract Administrator.

E17.5.3 Sewer Service Grouting

- (a) Sewer service grouting will be measured on a unit basis and paid for at the Contract Unit Price for "Sewer Service Grouting – Prior To Lining" and "Sewer Service Grouting – Post Lining". Number of units to be paid for will be the total number of units reinstated in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) If the voids are due to the condition of the existing sewer service and host pipe, sewer service grouting shall be measured and paid for under sewer service grouting – after lining. If the voids are due to the Contractor's method of reinstatement, deficiencies in the CIPP installation, or any other reason related to the Contractor's workmanship or method of operations, they shall be filled at the Contractor's expense.

- (c) Repair of defective or incomplete sewer service grouting shall be at the Contractors own expense.

E17.5.4 Annulus Grouting

- (a) Annulus grouting will be measured on a unit basis and paid for at the Contract Unit Price for “Annulus Grouting”. Payment for annulus grouting shall include all required materials and labour to grout the resulting post lining annulus on the sewer segments and distances listed in Form B. Number of units to be paid for will be the total number of units grouted in accordance with this specification, accepted and measured by the Contract Administrator. No payment will be made with annulus grouting was not undertaken.
- (b) If the voids are due to the condition of the existing host pipe, annulus grouting shall be measured and paid for as stated herein. If the voids are due to the Contractor’s method of lining, deficiencies in the CIPP installation, or any other reason related to the Contractor’s workmanship or method of operations, they shall be filled at the Contractor’s expense.
- (c) Repair of defective or incomplete annulus grouting shall be at the Contractors own expense.

E17.5.5 Provisional - Manhole Repairs

- (a) Manhole frames, covers, rungs and risers removed and replaced to facilitate the CIPP installation, shall be considered incidental to the CIPP installation and are to be included for payment in accordance with E16.6 “Pipeline Access”.
- (b) All other manhole repairs will be measured and paid for in accordance with CW 2130 except as modified herein.
- (c) Repair of concrete manhole benching will be measured on a unit basis and paid for at the Contract Unit Price for “Repair of Concrete Benching (up to 0.5 m³)”. Payment for concrete manhole benching repair shall include all required materials and labour to complete the repair of the manhole benching identified by the Contract Administrator up to 0.5 m³ of grout. Number of units to be paid for will be the total number of repairs completed in accordance with this specification, accepted and measured by the Contract Administrator.
- (d) Excavation, removal and restoration of existing pavements for manhole repairs shall be considered incidental to the Work and will not be measured for payment. No additional payment will be made.
- (e) Patching of existing manholes with grout will be measured for payment on a vertical metre basis and paid for at the Contract Unit Price for “Patching Existing Manhole”. Payment for each vertical metre shall include grouting the full diameter of the manhole base or risers to the limits described in the Contract Documents. Vertical metres to be paid for will be total number of vertical metres supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator. “Patching Existing Manholes” outside of limits identified in Contract Documents to be approved by Contract Administrator prior to placement of grout to be considered for payment.

E17.5.6 Provisional – New Manhole Installations

- (a) New manhole installations shall be paid in accordance with CW 2130. Notwithstanding CW 2130, payment for new manhole installations shall include excavation and removal of existing manholes where required.

E18. CURED-IN-PLACE-PIPE (CIPP)

E18.1 Description

- (a) This specification covers the supply and installation of full segment, partial full segment (blind shot), and point repairs using cured-in-place pipe (CIPP).

E18.2 Definitions

- (a) Cured-in-place-pipe (CIPP) means trenchless sewer rehabilitation by installing a resin-felt composite structure which when cured will form a continuous-close fit liner within an existing sewer.

- (b) Approved CIPP Suppliers and Installers means suppliers and installers pre-approved under City of Winnipeg “Request for Qualifications for the Supply and Installation of Cured in Pipe (CIPP)”. A list of pre-approved CIPP suppliers and installers for 2010 is included in the Specifications.
- (c) Full segment CIPP means CIPP extending from manhole to manhole or manhole to node (wye or tee connection to another sewer).
- (d) Partial full segment CIPP means CIPP extending from a manhole to an intermediate point within the sewer and shall generally be longer than ten metres in length.
- (e) Minimum material requirements for CIPP shall conform to ASTM D5813 “Standard Specification for Cured-In-Place Thermosetting Resin Sewer Pipe” and the supplemental requirements noted herein.
- (f) Reinforced CIPP liners shall be considered any CIPP liner constructed from either a carbon fibre or glass fibre reinforced felt.

E18.3 Pre-Approved CIPP Suppliers, Installers, and Materials

- (a) The following is a list of sewer lining systems – suppliers, installers and materials that have been pre-approved under the City of Winnipeg “Request for Qualifications for the Supply and Installation of Cured in Pipe (CIPP)” Bid Opportunity No. 253-2006 and Bid Opportunity 403-2007 for City of Winnipeg sewer rehabilitation projects.

<i>Applicant</i>	<i>Insituform Technologies Limited</i>	<i>Capital Commercial Pipe Services</i>	<i>Nelson River Construction Inc.</i>	<i>Clean Water Works Inc.</i>
Contact	Andrew Foster 780-413-0200	Brian Ratchford 905-522-0522	Brad Morton 204-949-8700	Jeff Pappin 613-745-2444
Supplier	Insituform Technologies Inc.	Capital Commercial Pipe Services	C.I.P.P. Corporation	Clean Water Works Inc.
Installer	Insituform Technologies Limited	Capital Commercial Pipe Services	Nelson River Construction Inc.	Clean Water Works Inc.
Liner Name	Standard ITL CIPP & Standard ITL CIPP AISC	Capital Lining System (CIPP)	C.I.P.P. Corp Liner	CWW CIPP Design

Table E18.3a): Pre-Approved CIPP Suppliers and Installers

E18.4 Submittals

E18.4.1 Provide the required submittals for review by the Contract Administrator in accordance with E10.1 and a minimum of ten (10) Business Days prior to starting lining operations.

- (a) CIPP designs and shop drawings: CIPP shop drawings shall including the following information and shall be sealed and signed by a Professional Engineer licensed to practice in the Province of Manitoba.
 - (i) CIPP thickness computations including all specified design checks identified in E18.5. Identify design assumptions based on a review of the Sewer Maintenance Inspection that differ from the information provided in the Specifications for the existing sewer design conditions.
 - ◆ Tabular design summaries are acceptable as a design submission for all small diameter liners (considered less than 600 mm in diameter), provided they meet all other requirements outlined herein.

- ◆ Notwithstanding, design submissions for all large diameter sewers (considered equal to or greater than 600 mm in diameter) shall include all calculations and be submitted on individual calculation sheets.
 - (ii) Name and manufacturer of the resin and felt tube proposed for each CIPP.
 - (iii) Means of liner installation and curing method (e.g. air/steam, water, air/UV)
 - (iv) Other information that may reasonably be required by the Contract Administrator to confirm the CIPP design proposed conforms to the specified requirements and design intent.
- (b) Provide resin samples as follows:
- (i) Arrange for the manufacturer of the resin to forward a reference sample of each type of resin proposed for use on the works to a test laboratory designated by the Contract Administrator to be used as a comparative reference sample for infrared spectrum testing.
 - (ii) When requested by the Contract Administrator, deliver a representative sample from each resin batch to be used on the project before adding the catalyst from the wet-out facility to a test laboratory designated by the Contract Administrator.
 - (iii) The Contract Administrator will arrange and pay for an infrared analysis of the samples, if required for the project.
- (c) Submit a liner impregnation protocol that provides information on the following:
- (i) Resin impregnation method.
 - (ii) Designated location of the wet out facility.
 - (iii) Documentation that the resin to be used has not exceeded its shelf life as recommended by the manufacturer of the resin.
 - (iv) Volume and weight of resin to be impregnated into each liner and repair section including the proposed excess allowance for polymerization and migration (typically 7%) into cracks and joints of the host pipe.
 - (v) Roller gap setting required to provide the final installed CIPP thickness based on the proposed volume of resin.
 - (vi) Details of the wet-out procedure for internal point repair CIPP.
 - (vii) Any on site wet-out (“over-the-hole”) shall be identified for the segment(s) and include full details of the procedure including environmental conditions control, resin temperature control, quality assurance procedures, etc. Submittal to be in accordance with E10.1.
- (d) Submit a liner installation protocol that provides information on the following:
- (i) Proposed main line and sewer service flow control arrangements in accordance with E13.
 - (ii) Installation and curing method complete with proposed equipment.
 - (iii) A full curing protocol; time, temperature and pressures (minimum and maximum) in the case of hot water or steam cures and time, rate of travel of the UV light train, pressures (minimum and maximum), and amount of lamps in operation in the case of UV cures.
 - (iv) Provide the maximum allowable axial and longitudinal tensile stress for the fabric tube and the arrangement for monitoring pull-in forces during installation if liner insertion is to be by pull-in methods.
 - (v) Number and location of heat source monitor gauges.
 - (vi) Number and location of thermistors to be used for monitoring the temperature of the liner during the curing process.
 - (vii) Estimated length of time required to reinstate the main line sewer and sewer services.

E18.5 Design of CIPP Liners

E18.5.1 Design Objectives

- (a) Maximizing the structural enhancement of the sewer by installing a close-fit CIPP.
- (b) Maximise the internal diameter of the rehabilitated sewer with as little impact on the hydraulic capacity of the sewer as possible.
- (c) Reducing infiltration and exfiltration.
- (d) Preventing root intrusion.
- (e) Providing sufficient chemical resistance to prevent further sewer pipe degradation related to the conveyance of sewage.
- (f) Minimizing sewer service disruption during rehabilitation.
- (g) Minimizing the time required to complete the sewer rehabilitation.
- (h) Minimizing disturbance to pavements and boulevards.
- (i) Minimizing disruption to vehicular and pedestrian traffic.
- (j) Minimizing the impact of construction on commercial, industrial, and institutional facilities.
- (k) Additional design objectives for internal point repair CIPP include:
 - (i) Providing a smooth transition between the internal point repair CIPP and the host pipe to prevent the build-up of solids and minimize wear on the repair due to routine sewer cleaning and other maintenance activities.
 - (ii) Filling any existing voids outside the sewer at the point of repair.
- (l) Select a CIPP product and construction approach for rehabilitation with the intent towards maximizing the achievement of these design objectives.

E18.5.2 General

- (a) Chemical and mechanical properties of the liner based on the waste stream to establish and minimum design life of 50 years.
- (b) Size CIPP in accordance with the design objectives to provide a close-fit to the host pipe with no annulus except for the maximum allowable diametric shrinkage due to curing permitted in ASTM D5813.
- (c) Design features of internal point repair CIPP shall include:
 - (i) Design internal point repair CIPP as a gravity pipe in a fully deteriorated pipe condition and the depth of cover calculated based on the specific location of the repair in the sewer or sewer service.
 - (ii) Tapered end sections to promote a smooth transition from the repair to the host pipe.
 - (iii) A means to facilitate flow through by-pass of existing dry weather flow during the course of the repair.
- (d) Long-term values for flexural modulus of elasticity and flexural strength will be considered to be the projected value at 50 years of a continuous application of the design load based on the specific resin and felt composite as established by ASTM D2990 based on an applied stress level of 25% of the yield strength of the liner and approved for use in the pre-qualification process. The Contractor shall provide supporting long term test data conforming to ASTM D2990 for any resin and felt composites not approved for use in the prequalification process.
- (e) The Contractor shall also provide short term test data on the modulus of elasticity and flexural strength of the in place composite structure conforming to ASTM D790 for any resin and felt composites not approved for use in the prequalification process.

E18.5.3 Minimum Loading Assumptions:

- (a) Unless otherwise specified, the groundwater table shall be assumed to be 2.0 m below the existing ground surface.
- (b) Calculate soil loads based on saturated soil unit weight of 18.85 kN/m³ (1922 kg/m³).
- (c) The following live loads shall be included in the design:

- (i) Sewers crossing beneath rail lines: Where identified, applied soil pressures from a Cooper E80 rail load shall be estimated and utilized in the design of the CIPP liner. Rail loads shall include a track allowance dead load of 297 kg/m. Applied rail loads at depth shall be calculated using the Boussinesq solution for distribution of soil stresses from surface point loads. Impact factors for rail loads shall be calculated in accordance with the AREMA Manual for Railway Engineering.
 - (ii) All other sewers: The applied soil pressures from an AASHTO HS 25 design truck unless a higher or lower value is indicated in the contract specifications shall be estimated and utilized in the design of the CIPP liner. Applied soil pressures from AASHTO design truck loads shall be estimated in accordance with AASHTO LRFD Bridge Design Specifications, Seventh Edition (2014).
- (d) Unless otherwise specified, applied soil pressures at depth caused by superimposed surface loads shall be calculated using the Boussinesq solution for distribution of stresses from surface point loads.

E18.5.4 Hydraulic Design Checks

- (a) Perform a design check to confirm that the full flow hydraulic capacity of the CIPP will be equal to or greater than the existing sewer. Use "Manning's" formula with assumed 'n' value of 0.012 for the CIPP and 0.014 for the existing sewer. Report any sewers showing a decrease in post lining flow capacity from existing conditions.

E18.5.5 Circular CIPP Design – Minimum Design Assumptions

- (a) An enhancement factor (K) of 7, assuming a close fit with the host pipe.
- (b) Minimum factor of safety (N) of 2 for restrained buckling analysis.
- (c) Modulus of soil reaction (E's) will be assumed to be 6900 kPa unless otherwise specified.
- (d) The following minimum values for ovality of the existing sewer shall be used unless otherwise specified or as determined from observation of the maintenance inspection:
 - (i) Partially deteriorated design – 3%
 - (ii) Fully deteriorated design – 2%

E18.5.6 Circular CIPP Design - Partially Deteriorated Condition

- (a) Design CIPP for partially deteriorated pipe condition in accordance with Appendix X1 of ASTM F1216 and the following minimum design checks:
 - (i) Determine wall thickness by restrained buckling analysis.
 - (ii) Determine whether wall thickness will be governed by long-term flexural stress.
 - (iii) Determine whether any localized thickening is required for missing segments or holes in the host pipe.
 - (iv) Perform supplemental design checks where the host pipe has invert "flats" to determine whether wall thickness will be governed by one of the following:
 - ◆ Buckling by assuming the flat functions as a pin-ended strut.
 - ◆ Stress, by assuming the flat functions as a pinned member, subjected to axial and transverse loads.
 - ◆ Deflection by assuming that allowable deflection is limited to 3% of the length of the flat.

E18.5.7 Circular Design – Fully Deteriorated Condition

- (a) Design CIPP for fully deteriorated pipe condition in accordance with Appendix X1 of ASTM F1216 and the following minimum design checks (except where noted otherwise):
 - (i) Determine wall thickness by restrained buckling analysis.
 - (ii) Check minimum wall thickness requirements.
- (b) Applied external loads shall be estimated in accordance with Appendix X1 of ASTM F1216.

E18.5.8 Non-Circular CIPP Design – General

- (a) All non-circular CIPP designs shall be undertaken in accordance with Section 5 of Volume II – Sewer Renovation, WRc Sewerage Rehabilitation Manual, 4th Edition as a Type II non-circular liner using the following equations and as modified herein:
- (i) Check for long term permissible flexural stress: $H_1 = (340 \cdot S_L \cdot (t/L)^2) / N$
 - (ii) Where:
 - ◆ H_1 = Permissible external pressure applied to critical section (m of water)
 - ◆ S_L = Maximum long-term flexural stress (MPa)
 - ◆ t = Wall thickness (mm)
 - ◆ L = Length of critical section (mm)
 - ◆ N = Safety Factor
 - (iii) Check for long term permissible deflection: $H_2 = R \cdot 236 \cdot E_L \cdot (t/L)^3$
 - (iv) Where:
 - ◆ H_2 = Permissible external pressure applied to critical section (m of water)
 - ◆ R = Shape Factor
 - ◆ E_L = Maximum long-term flexural modulus (MPa)
 - ◆ t = Wall thickness (mm)
 - ◆ L = Length of critical section (mm)
- (b) Design checks shall be undertaken with applied loads on the following critical sections where h = the internal height of the liner and w = the internal width of the liner.
- (i) Egg shaped sewers:
 - ◆ Length = $2h/3$
 - ◆ Orientation = Vertical
 - ◆ Centroid location = $h/3$ from invert
- (c) A minimum safety factor (N) of 2 shall be applied to long term flexural stress design checks for CIPP liners.
- (d) A shape factor (R) of 0.5 shall be used for all long term deflection checks on CIPP liners.
- (e) A lateral earth pressure coefficient (K) of 0.33 shall be used to calculate pressures applied to vertical critical sections.
- (f) Assume the liner to be flexible with no bond to the host pipe.

E18.5.9 Non-Circular CIPP Design - Partially Deteriorated Condition

- (a) Liners designated as partially deteriorated shall be designed to accommodate hydrostatic groundwater conditions only. External groundwater pressure acting on the CIPP liner shall be that acting on the invert of the host pipe. External soil (dead) and live loads need not be considered.
- (b) The following minimum design checks shall be undertaken:
- (i) Short term flexural stress and deformation checks (only required if secondary grouting is contemplated).
 - (ii) Long term flexural stress and deformation checks due to external hydrostatic pressure.

E18.5.10 CIPP Non-Circular Design - Fully Deteriorated Condition

- (a) Liners designated as fully deteriorated shall be designed to accommodate full overburden (dead and live loads) and hydrostatic pressures.
- (b) The following minimum design checks shall be undertaken:
- (i) Short term flexural stress and deformation checks (only required if secondary grouting is contemplated).
 - (ii) Long term flexural stress and deformation checks due to external hydrostatic pressure;

- (iii) Long term flexural stress and deformation checks due to external dead and live loading as noted below.
- (c) Applied external soil loads shall be estimated using the total vertical and horizontal soil stresses applied at the centroid of the CIPP liners critical section. Soil pressures shall be estimated using the depth of soil at the centroid of the critical section and the saturated unit weight of the backfill soils.

E18.5.11 Existing Sewer Design Conditions

- (a) The assessment of the liner system design conditions and site-specific repairs required to accommodate lining were based on the conditions observed from sewer inspections that were performed as part of the City of Winnipeg's Sewer Inspection Program. Copies of these video inspections are available to the Contractor upon request by providing a 2.5 inch portable hard disk drive (HDD) to the Contract Administrator. The Contract Administrator will copy the inspections onto the HDD and make available to the Contractor for review purposes.
- (b) The Contractor shall be aware the video inspections provided were completed immediately after sewer cleaning and the amount of sediment and debris present at the time of this Bid Opportunity may not be the same. The Contractor shall be responsible to determine the actual amount of sediment and debris in the sewers included in this Work.
- (c) The site specific repair requirements applicable to each CIPP lining location is shown in Appendix A – Table E17.1 Site Specific Design Conditions and Repair Requirements.

E18.6 Materials

E18.6.1 Non-Reinforced CIPP Products

- (a) Non-Reinforced CIPP products shall conform to the requirements of ASTM F1216 and D5813.

E18.6.2 Reinforced CIPP Products

- (a) Reinforced CIPP products shall conform to the requirements of ASTM F2019 and D5813. Notwithstanding ATSM F2019, the fabric tube may be reinforced with either glass or carbon fibres, as required to achieve the desired short and long term material properties.

E18.7 Construction Methods

E18.7.1 Verification of Existing Sewer Dimensions

- (a) Verify dimensional requirements of each sewer to be rehabilitated prior to manufacture of the CIPP tube in accordance with E14.2.1.

E18.7.2 Sewer Cleaning

- (a) Remove loose debris, solid debris, roots, and grease in accordance with CW 2140 in order to adequately prepare the sewer for lining.

E18.7.3 Sewer Preparation and Repairs Prior to Lining

- (a) Perform sewer preparation and repairs as indicated in the specification and drawings.
- (b) Complete the following internal host pipe repairs as indicated in Appendix A – Table E17.1 Site Specific Design Conditions and Repair Requirements in accordance with E17 of this specification.
 - (i) Fill in holes and patch deteriorated sections of the host sewer pipe wall.
 - (ii) Fill voids in the surrounding backfill flush with the inside surface of the sewer pipe.
 - (iii) Reshape host sewer pipe invert to the original dimension and cross section at locations where the invert has completely deteriorated.
 - (iv) Remove intruding sewer services in accordance with CW 2140.
 - (v) Sewer service grouting in accordance with E17.

E18.7.4 Sewer Repairs

- (a) Sewer repairs shown on the Drawings, or identified prior to sewer lining, shall be completed before lining work starts in accordance with CW 2130.

E18.7.5 Manhole and Catch Basin Modifications

- (a) Remove and replace manhole frames, covers, rungs and risers required to facilitate the CIPP installation in accordance with E17 and CW 2130.

E18.7.6 Installation of CIPP

- (a) Install liners by inversion methods in accordance with ASTM F1216 or by pull-in methods in accordance with ASTM F1743 or ASTM F2019.
- (b) Full segment and partial full segment CIPP shall be cured by hot water, steam, or UV light sources.
- (c) Carry out workmanship in accordance with ASTM D5813.
- (d) Trim ends of CIPP neatly to fit flush with interior vertical surface and manhole benching and seal to make watertight.
- (e) Fill annular spaces where the CIPP does not make an adequate seal with the host pipe at manholes, termination points and sewer services due to broken or misaligned pipe with a resin-rich mixture compatible with the CIPP.
- (f) Extend limits for internal point repairs a minimum of 300 millimetres in each direction beyond the limits of the defect to be repaired. Extend internal point repairs that terminate at sewer service services a minimum distance of 300 millimetres beyond the limit of the service.
- (g) Ensure termination points of internal point repairs provide a smooth and uniform flow transition to the host pipe for the full circumference of the repair.

E18.7.7 Site Specific Installation Requirements:

- (a) S-MA70008533 – Dugald Road
 - (i) Existing downstream manhole is located at the centre line of southbound Lagimodiere Blvd. Removal/excavation of this manhole may not be possible to maintain at least one (1) lane of southbound Lagimodiere Blvd. at all times. Excavation to facilitate CIPP liner installation may be required on existing 1200mm combined sewer west of Lagimodiere Blvd. Regardless of access shaft location, measurement for CIPP liner will be from manhole to manhole in accordance with E18.8.4(b).
 - (ii) While upstream manhole, S-MH50011366 is in the Dugald Road right-of-way, slope of existing bridge/road embankment and existing drainage ditch in close proximity to the manhole may impact ability to access manhole to facilitate CIPP liner installation. Road to the north of S-MH50011366 is on private property and has access restricted with an existing fence. Any attempt to gain access on private property, or temporary removal of existing fence to facilitate installation of the CIPP liner is at the Contractor's discretion. Any coordination with McAsphalt Industries Limited for property access or modification to private structures is the responsibility of the Contractor, and the approval of any access onto the private property, or the ability to modify said existing structures is at the discretion of the property owner.
 - (iii) No claims for extra will be considered due to restriction identified above, and any means, methods needed to facilitate installation of the CIPP liner is to be paid for in accordance with E16.
 - (iv) Landscape restoration or grading of existing ditch on Dugald Road to pre-construction condition will not be measured for payment.
 - (v) Significant debris can be seen in the downstream end of S-MA70008533 in available CCTV inspections. Cleaning and removal of all debris to be included in unit price bid for sewer cleaning.
- (b) S-MA20019475 – McPhillips Street

- (i) Sewer to be lined on McPhillips is in close proximity to existing 900 feeder main and existing 350mm high pressure gas line. Access shaft to facilitate CIPPP liner installation may need to be on upstream 1450x1875 combined sewer on Pacific Avenue. Note that existing 1200 Branch I Aqueduct runs along Pacific Avenue. Any excavations to facilitate installation of the CIPP liner in close proximity of the feeder main or aqueduct shall be in accordance with E6 to E9. Exploratory excavation to confirm location of other utilities and where an access shaft can be installed shall be in accordance with E10. Regardless of access shaft location, measurement for CIPP liner will be from manhole to manhole in accordance with E18.8.4(b).
- (c) S-MA50004098 – St Marys Road
 - (i) Sewer to be lined on St Marys Road is upstream of the Metcalfe Pumping Station. Flow control plan for this section is subject to review by the City of Winnipeg Collections department.
- (d) S-MA20019529 – Xante Street
 - (i) Downstream manhole S-MH20014547 is in close proximity to existing 1200 Branch I Aqueduct. Pipeline access to facilitate CIPP liner installation to be from upstream manhole S-MH20017580 on Alexander Avenue unless otherwise approved by the Engineer.
 - (ii) Existing 375mm combined sewer on Alexander Street (S-MA70040309) is connected to sewer to be lined and flow will need to be maintained during the CIPP liner installation. First upstream manhole is located in parking lot of 1000 Alexander Avenue and coordination with the property owner may be required to access manhole. Coordination of access shall be the responsibility of the Contractor.
 - (iii) There is a 500mm overflow to SRS on Logan Avenue, approximately 75m east of Maude St, approximately 342m upstream of the sewer to be lined. Overflow must be maintained such that no sewage overflows into the SRS as a result of the CIPP lining operation.

E18.7.8 Reinstatement of Sewer Services

- (a) Reinstatement all active and unable to determine sewer services including CB leads and utility drains to 100% of the original cross sectional area.
- (b) Cut out openings for sewer services from inside the lined sewer by manual means or with a television camera and a remote controlled cutting device.
- (c) Remove sharp edges from opening cut outs and provide a smooth rounded lip.
- (d) Sewer Service Grouting
 - (i) Locations for sewer service grouting shall be identified by the Contract Administrator during review of Post Lining Video Inspection.
 - (ii) Complete sewer service grouting in accordance with E17.
- (e) Ensure that all cut-outs for sewer connections are removed from the sewer and are prevented from being washed into the sewer system downstream of the repair location.

E18.7.9 Annulus Grouting

- (a) Complete annulus grouting in accordance with E17 where identified by the Contract Administrator during the Post Lining Video inspection.

E18.7.10 Quality Control Records

- (a) Maintain the following Quality Control records of the work and provide to the Contract Administrator after completion of the work.
 - (i) Summary of the resin impregnation process including:
 - ◆ Volume of resin supplied.
 - ◆ Excess quantity of resin added during the wet out to account for polymerization and migration into the host pipe.

- ◆ Roller gap setting.
 - ◆ Resin catalyst(s) used.
 - ◆ Time and location of the wet out.
 - ◆ Means taken to store and transport the resin impregnated CIPP from the wet out facility to the job site.
- (ii) Means of curing liners.
 - (iii) Continuous log of pressure maintained in the liner during the curing period.
 - (iv) Pulling force used to pull or winch CIPP into place in the host sewer and measured liner elongation.
 - (v) Continuous log of temperature at boiler in and out and at all thermistors placed between the host pipe and the liner at all manholes during the initial cure, cure, and cool down periods.
 - (vi) Where specified, the Contractor shall install the CIPP liners complete with a fibre optic thermal sensing cable (to be left in place) that is capable of continuously monitor curing temperatures along the entire length of CIPP liner. The cable and recording equipment shall be capable of temperature readings every 450 mm in real time. Curing data logs shall be submitted to the Contract Administrator with the Quality Control records.
 - (vii) Continuous temperature monitoring shall be utilized on the following installation:
 - ◆ Air/Steam installation 900mm and greater in diameter (or internal height);
 - ◆ Water installation 1200mm and greater in diameter (or internal height); and/or
 - ◆ As specified on the drawings.
 - (viii) For UV cures, monitoring shall also include the rate of travel of the UV assembly and the amount of lamps in operation during the curing process.

E18.7.11 CIPP Samples for Quality Assurance Purposes

- (a) The Contractor shall provide the following samples from each CIPP liner:
 - (i) Confined test sample in accordance with E18.7.11(g).
 - (ii) Plate sample in accordance with E18.7.11(h).
- (b) If it can be demonstrated that it is impractical to obtain confined test samples due to CIPP size and/or site specific conditions then results from test plate sample results modified in accordance with Clause E18.7.11(h)(vi) of this specification will be used to confirm flexural strength and flexural modulus.
- (c) Schedule the installation of liners for which confined pipe samples are impractical to obtain after a minimum of three (3) previous CIPP linings on the same project have been completed and confined pipe and test plate samples have been secured to provide collaborative testing. The Contract Administrator will coordinate and pay for CIPP sample testing to confirm the CIPP flexural strength, flexural modulus and thickness in accordance with the requirements of ASTM D5813, D790, and ASTM D3567.
- (d) In larger sewer sizes where it is not possible to provide a full diameter confined test sample and upon the request of the Contract Administrator, the Contractor shall cut a sample directly from the installed CIPP liner in accordance with E18.7.11(i).
- (e) Where confined test samples cannot be obtained or where confined test samples forms do not match the inside dimensions of the host pipe the Contractor shall obtain and provide the Contract Administrator with pre and post lining measurements taken in accordance with Clause E18.7.1 of this specification to confirm in-place liner thickness.
- (f) The Contract Administrator will review CIPP liner thickness results taken from test plates or unconfined samples on a case-by-case basis.
- (g) Confined Test Samples
 - (i) Provide necessary forms of the same diameter as the host pipe and secure a minimum 200 millimetre long full diameter confined test sample from each CIPP

and internal point repair. Large diameter CIPP liners utilizing reinforcing may require a longer sample length, confirm with the Contract Administrator.

- (ii) Locate the test sample from inside an intermediate manhole or at a termination point and invert through the form.
 - (iii) Confined test sample forms shall be covered with sand bags or a similar medium to form a heat sink and replicate the install conditions of the CIPP liner.
 - (iv) Cut the CIPP sample to coincide with multi-piece form if used for CIPP larger than 450 millimetres in diameter to facilitate removal from the manhole.
 - ◆ Identify the sewer where the liner sample is from on the form or sample itself if no form and provide to the Contract Administrator intact in the form.
- (h) Test Plate Samples
- (i) Produce and provide to the Contract Administrator test plate samples of each CIPP liner installed.
 - (ii) Test plate samples shall be produced from a full thickness portion of the liner (where possible), shall contain the same resin and hardener ratios and volumes used in the CIPP liner wet-out. Ensure the test plate is clamped as close to the final installation thickness of the CIPP liner as possible.
 - (iii) For unreinforced liners, the minimum dimension of test plate sample shall be sized such that a minimum of 5 test specimens can be cut, with a minimum 16:1 span to depth (liner thickness) ratio in accordance with ASTM D790. Test plate sample size provided shall account for requirement to remove any damaged or untestable edge from the plate sample
 - (iv) For reinforced liners, the minimum dimension of test plate sample shall be sized such that a minimum of 5 test specimens can be cut, with a minimum 40:1 span to depth (liner thickness) ratio in as recommended in ASTM D790. Test plate sample size provided shall account for requirement to remove any damaged or untestable edge from the plate sample. Circumferential reinforcing fibres shall be orientated in the long dimension of the test plate sample and shall be clearly marked by the Contractor. Confirm the required test plate size for reinforced liners with the Contract Administrator prior to the CIPP installation.
 - (v) Prepare test plate samples on-site from the actual CIPP and cure in the following manner:
 - ◆ In a clamped mold placed in the downtube or manhole for water-cured liners.
 - ◆ In a clamped mold placed in a container filled with uniformly distributed steam from the installation manhole for steam-cured liners.
 - (vi) Flexural strength and flexural modulus results obtained from test plates will be reduced, if necessary, by the maximum percentage difference of the confined pipe and test plate samples prepared from the same CIPP system for a minimum of three (3) previous CIPP linings on the same project.
- (i) Direct Samples
- (i) Where directed, the Contractor shall obtain a sample of the installed CIPP liner from within the host pipe.
 - (ii) Confirm the required sample size for reinforced liners with the Contract Administrator prior to obtaining the sample.
 - (iii) Cut the test sample from a location where no defects were noted in Appendix A – Table E17.1 Site Specific Design Conditions and Repair Requirements and at the 10:00 o'clock or 2:00 o'clock position in circular sewers. Direct samples from reinforced liners shall be oriented with the long dimension vertically in the straightest portion of the sewer or as directed by the Contract Administrator. Confirm sampling locations with the Contract Administrator prior to work.
 - (iv) For repairs up to 25 mm in thickness, grout the area where test sample was taken with a resin-rich repair product such as an epoxy based repair system that is

compatible with the liner system and specifically designed for the nature, size and thickness of the patch being repaired to form a smooth watertight path flush with the liner.

- ◆ For repairs over 25 mm in thickness, polymer modified cementitious grout compatible with the liner materials may be used.
- (v) Ensure repairs at direct sampling locations are captured during subsequent CCTV inspections.

E18.7.12 Infrared Spectroscopy

- (a) The Contract Administrator may arrange for testing to compare the infrared spectrum of the resin field samples supplied from the wet-out to the reference spectrum generated from the resin sample provided by the resin manufacturer to verify installed material acceptability at no cost to the Contractor.

E18.7.13 Post Construction Design Review for Total Performance

- (a) The Contract Administrator will perform a post-construction design review to confirm that the completed CIPP meets the 50 year design life structural requirements prior to issuance of Total Performance. The design review will utilize the measured values for flexural strength, flexural modulus, and CIPP thickness from the confined pipe sample testing or the reduced strength/modulus values obtained from the test plate testing in circumstances where confined pipe samples are not able to be secured.
- (b) CIPP strength values will be further reduced to account for creep based on the creep reduction values recommended in the pre-qualification submissions to assess the suitability of the liner to meet the 50 year design life requirement. The use of full enhancement factors in this analysis will be limited to liners that are confirmed by visual classification to be close-fit liners based on the post-lining sewer inspection.
- (c) The Contract Administrator will advise of any discrepancies between the constructed CIPP and the design requirements.
- (d) Defects in CIPP liners will be reviewed on a case by case basis by the Contract Administrator. The Contract Administrator will consult with the Contractor and taking into account the condition of the host pipe prior to lining, the CIPP installation conditions, and the long term use of the sewer to assess the structural and performance ramifications of the defects.
- (e) The Contractor shall:
 - (i) Perform necessary remedial measures to confirm that a CIPP deemed as structurally deficient will comply with the 50 year design life requirement such as confirmation of actual ovality, determination of a more representative groundwater elevation locally through monitoring, and supplemental strength testing and thickness measurements.
 - (ii) Repair sections of CIPP removed for supplemental testing by placing a full circumference internal point repair of the same thickness as the full segment liner over and extending 300 millimetres beyond each side of the cut section.
 - (iii) Install a supplemental CIPP of the required thickness to structurally enhance the installed CIPP if supplemental testing fails to confirm the CIPP will meet the 50 year design life requirement.
 - (iv) Review remedial action with the Contract Administrator prior to implementation.
 - (v) Perform further testing, monitoring and calculations and install structural enhancements at own cost.

E18.8 Measurement and Payment

E18.8.1 Verification of Existing Sewer and CIPP Dimensions

- (a) Verification of existing sewer and CIPP dimensions shall be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E18.8.2 Sewer Cleaning

- (a) Sewer cleaning will be measured and paid for in accordance with CW 2140.
- (b) Only one item of payment will be made for pre-lining cleaning.
- (c) Removal of intruding sewer services and solid debris cutting will be measured and paid for in accordance with CW 2140.
- (d) Grease and roots cutting will be measured on a unit basis and paid for at the Contract Unit Price for "Removal of Excessive Grease, and or Roots per Sewer Segment". Grease and root removal will be measured per sewer segment where work is undertaken, accepted, and measured by the Contract Administrator. Only one item of payment will be made for grease and root removal per sewer segment.

E18.8.3 Sewer Preparation and Repairs Prior to Lining

- (a) Internal sewer pipe repairs will be measured and paid for in accordance with E17 for the type of work done.

E18.8.4 CIPP Installation

- (a) Liner installation will be measured on a length basis for each size and paid for at the Contract Unit Price for "Full Segment CIPP", "Partial Full Segment CIPP" or "Internal Point Repair CIPP". Length to be paid for will be the total length of CIPP supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Full segment CIPP measurement will be made horizontally at grade, above the centreline of the pipe from centre to centre of manholes.
- (c) Partial full segment CIPP measurement will be made from the centre of one manhole to the termination point of the CIPP as measured by the post lining video inspection. Partial full segment CIPP installed beyond the limits identified by the Contract Administrator during review of the pre-lining video shall not be measured for payment.
- (d) CIPP point repairs will be measured by the post lining video inspection. CIPP point repairs installed beyond the limits identified by the Contract Administrator during review of the pre-lining video shall not be measured for payment.
- (e) Eighty (80) percent of the payment will be made upon satisfactory completion of the CIPP installation work. The remaining twenty (20) percent of the payment will be made upon confirmation of the CIPP strength and delivery and acceptance of all required submissions, shop drawings, and reports.
- (f) Where CIPP liners are improperly installed due to negligence on the part of the Contractor, payment for the CIPP liner will be withheld until the identified issues have been rectified.

E18.8.5 Reinstatement of Sewer Services

- (a) Reinstatement of sewer services will be measured on a unit basis and paid for at the Contract Unit Price for "Reinstatement of Sewer Services". Number of units to be paid for will be the total number of units reinstated in accordance with this specification, accepted and measured by the Contract Administrator.

E18.8.6 Sewer Service and Annulus Grouting

- (a) Sewer service and annulus grouting will be measured and paid for in accordance with E17 for the type of work done.

E18.8.7 Quality Control Records

- (a) Preparation of quality control records shall be considered incidental to the CIPP installation and will not be measured for payment. No separate payment shall be made.

E18.8.8 Test Samples

- (a) All work and materials required for the preparation, recovery, and repair of CIPP test samples shall be considered incidental to the CIPP installation and will not be measured for payment. No separate payment shall be made.

E18.8.9 Styrene Management

- (a) All work and materials required for the management of styrene will be considered incidental to the CIPP installation and will not be measured for payment. No separate payment shall be made.

E19. CAST-IN-PLACE CONCRETE

E19.1 Description

- (a) This Specification shall cover the construction of cast-in-place concrete trunk sewer closures.
- (b) All cast-in-place concrete shall be carried out in accordance with CW 2160 and CSA A23.1, except as amended or supplemented herein.

E19.2 Submissions

E19.2.1 Construction Method Submission

- (a) No Work shall commence until after the Contract Administrator's review of the Contractor's Construction Method submission.
- (b) The Contractor shall prepare for the Contract Administrator's review a Construction Method submission detailing:
 - (i) Construction sequence to be followed including all methods to be employed to ensure no damage occurs to existing structures or adjacent properties within or adjacent to excavation.
 - (ii) Proposed method of construction.
 - (iii) Specialized equipment to be used.
 - (iv) Any design revisions proposed to accommodate the Contractor's proposed construction method.
 - (v) Flow control considerations including details on the Contractor's proposed method of flow control.
 - (vi) The Contractor shall respond to any concerns that may be raised by the Contract Administrator after review of the Construction Method submission.

E19.3 Materials

- (a) Structural Concrete Mix Design
 - (i) Provide concrete mixed in accordance with requirements of CW 2160 and CSAA23.2. Concrete shall conform to requirements of Type A concrete in accordance with Table CW 2160.1.
 - (ii) Structural concrete design shall be in accordance with performance specification having the following properties:
 - ◆ Class of Exposure: S-1
 - ◆ Minimum Compressive Strength @ 28 days: 35 MPa
- (b) Polyurethane sealant for manhole construction
 - (i) Shall be non sag, polyurethane sealant; Sikaflex 2C NSL, or approved equal in accordance with B7. Colour: Precast.
- (c) Hydrophilic Waterstop
 - (i) One-part polyurethane, extrudable swelling waterstop (bentonite-free). Sikaswell S-2 or approved equal in accordance with

E19.4 Construction Methods

E19.4.1 Forming

- (a) The Contractor shall be responsible for the design and installation of all necessary shoring, bracing and formwork.
- (b) All shoring shall conform to CW 2160, CSA S269.3 and CSA C23.1.

E19.4.2 Cast-in-Place Concrete

- (a) All cast-in-place concrete shall conform to CW 2160, and CSA A23.1.

E19.5 Measurement and Payment

- (a) Supply and placement of cast-in-place concrete shall be considered incidental to "Pipeline Access" and will not be measured for payment. No separate payment will be made.

E20. REINFORCING STEEL

E20.1 Description

- (a) This Specification shall cover all reinforcing steel work, in accordance with Specification CW 2160, except as amended or supplemented herein.

E20.2 Submittals

- (a) The Contractor shall submit reinforcing steel Shop Drawings in accordance with E10.1 a minimum of ten (10) Business Days prior to the fabrication of any reinforcing steel.

E20.3 Materials

E20.3.1 Reinforcing Steel

- (a) Further to CW 2160 Sentence 2.6 Materials: Reinforcing Steel, all reinforcing steel shall conform to the requirements of CSA G30.18, Grade 400.

E20.3.2 Bar Accessories

- (a) Bar accessories shall be of type approved by the Contract Administrator. They shall be made from a non-corroding material, and they shall not stain, blemish, or spall the concrete surface for the life of the concrete. Bar chairs are to be PVC; galvanized bar chairs are not acceptable.
- (b) Bar accessories shall include bar chairs, spacers, clips, wire ties, wire (18 gauge minimum), or other similar devices that may be approved by the Contract Administrator. Bar accessories are not shown on the Contract Drawings. The supply and installation of bar accessories shall be considered incidental to the supply and placing of reinforcing steel.

E20.4 Construction Methods

E20.4.1 Placing of Reinforcing Steel

- (a) Placement of reinforcing steel shall be completed in accordance with CW 2160, CSA A23.1, and CSA A23.3.
- (b) Lap splices in accordance with CSA A23.3
- (c) Reinforcing steel shall be placed accurately in the positions shown on the Contract Drawings. Carefully adjust the location of reinforcing steel adjacent to openings to frame those openings in accordance with good practice, and maintain the bar spacing intent.
- (d) Splices in reinforcing steel shall be made only where indicated on the Contract Drawings. Prior approval of the Contract Administrator shall be obtained where, in the opinion of the Contractor, other splices must be made. All splices shall have laps of at least 40 bar diameters. Welded splices shall not be used.
- (e) A minimum of twenty-four (24) hours notice shall be given to the Contract Administrator prior to the pouring of any concrete to allow for inspection of reinforcing steel.

E20.4.2 Quality Control

- (a) The Contractor shall provide, without charge, the samples of reinforcing steel required for quality control tests and provide such assistance and use of tools and construction equipment as is required.

E20.5 Measurement and Payment

- (a) Supply and placement of reinforcing steel shall be considered incidental to "Pipeline Access" and will not be measured for payment. No separate payment will be made.

E21. CATCH BASIN LEAD INSPECTIONS

E21.1 Description

- E21.1.1 This specification shall cover the cleaning and inspection of catch basin leads connected to sewers included in this contract to be lined with CIPP for the purpose of determining whether the catch basin lead requires repair work. The Contractor shall clean and inspect catch basin leads as directed by the Contract Administrator.

E21.2 Construction Methods

E21.2.1 Cleaning

- (a) Clean catch basin leads in accordance with CW 2140.

E21.2.2 Video Inspections and Inspection Reports

- (a) Perform video inspection from catch basin to mainline sewer in accordance with CW 2145. No coding of the submission will be required.

E21.2.3 Repair Work

- (a) Catch basin lead repairs identified from the inspections will be done (by others) prior to lining work to the corresponding sewer main.

E21.3 Measurement and Payment

E21.3.1 Provisional – Cleaning

- (a) Cleaning of catch basin leads shall be measured and paid for in accordance with CW 2140.

E21.3.2 Provisional - Video Inspections

- (a) Video Inspection of catch basin leads shall be measured and paid for in accordance with CW 2145.

E22. SUSPENSION OF WORK ACTIVITIES WHEN SEWER CONTROL GATES ARE ACTIVATED DURING PERIODS OF HIGH RIVER LEVELS

- E22.1 The Contractor is advised that as the elevation of the Red and Assiniboine Rivers rise from the normal winter or summer levels due to spring runoff or periods of heavy rainfall the City is required to close various control gates located on sewer system outfalls. Similarly, as the elevation of the rivers drop to normal levels, the City is required to open the control gates that have been closed. Control gates begin to be closed when river levels reach elevation 224.51 (James Avenue 9.0). As well, higher river levels can cause the level of flow in sewers to be higher than normal.

- E22.2 In the event the Red and Assiniboine Rivers rise to an elevation where the City has to begin closing control gates, the Contract Administrator will direct that work activities in any sewers affected by the gate closure be suspended and the risk of runoff causing flooding in the sewer evaluated. Work will continue to be suspended as long as there is a risk of the sewer being flooded while the control gate is closed unless the Contractor provides flow control measures approved jointly by the Contract Administrator, City of Winnipeg Collection System and Flood Control Branch and Local Services Branch.

- E22.3 Similarly, as river elevations drop and the City has to open control gates that have been closed, the Contract Administrator will direct that work activities in any sewers affected by the control gate opening be suspended due to the risk of the river flooding the sewer once the gate is opened. Work will continue to be suspended as long as the sewer is being flooded from the river unless the Contractor provides flow control measures approved jointly by the Contract

Administrator, City of Winnipeg Collection System and Flood Control Branch and Local Services Branch.

E22.4 The Contractor will have no claim for extra Work or compensation as a result of suspension of Work due to the City closing and opening control gates during periods of rising and dropping river levels. If in the opinion of the Contract Administrator the suspension will cause the completion of the Work to occur after the specified date for Critical Stages or Substantial Performance and the Contractor's schedule would have reasonably permitted completion of the Work before the required date, the date for Critical Stages or Substantial Performance will be adjusted accordingly.

E22.5 The flood activation elevations for each site will be available upon request prior to construction.

E23. WATER SUPPLY

E23.1 Further to Section 3.14 of CW 2140 and Section 3.7 of CW 1120 of the General Requirements water supply for the Work may be taken from City of Winnipeg hydrants.

E23.2 Charges incurred for the permits and water meters shall be paid for by the Contractor when the permit is 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.

E23.3 The Contractor shall make the following arrangements for hydrant turn on and turn off.

- (a) Contact City of Winnipeg Water Services Division (WSD) for hydrant turn on and turn off required between 0800 hours and 1500 hours Monday to Friday. Notice for turn on and turn off shall be provided on the previous business day.
- (b) Contact Emergency Services Branch (986-2626) with a minimum of 2 hours notice for hydrant turn on and turn off required outside of the above hours.
- (c) The Contractor shall wait at the hydrant from the requested turn on or turn off time until City staff arrives to turn on or turn off the hydrant.

E23.4 Hydrants shall be considered to be "in the Contractor's control" from the time the City has turned the hydrant on until the City has turned the hydrant off.

E23.5 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.

E23.6 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.

E23.7 The Contractor shall provide a traffic ramp for hydrant connection hoses that cross roadways. The ramp shall be designed and constructed to not present a hazard to vehicles travelling over it and to ensure that no part of the hose is run over by a motor vehicle. Traffic ramps shall be satisfactory to the Contract Administrator.

E24. RESTORATION

E24.1 Description

- (a) This Specification shall cover the restoration of sites related to the installation of CIPP liners.

E24.2 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each sewer section to be lined shall

be completed within ten (10) Working Days from the date either an external point repair, manhole repair/replacement, or CIPP liner is completed on each sewer section, whichever occurs first.

E24.3 Where excavations are to be restored with 24-hour early opening concrete as requested by the Contract Administrator, the Contractor shall make it their first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.

E24.4 Restoration Works

- (a) Reconstruct concrete pavements in accordance with CW 3230, CW3310, and SD-213A.
- (b) Reconstruct asphalt pavements and overlays in accordance with CW3410 using a Type 1A asphaltic concrete pavement.
- (c) Sidewalks:
 - (i) Reconstruct existing asphalt sidewalks with 75 mm of Type 1A asphaltic concrete pavement conforming to CW3410. The sidewalk shall be constructed with 50 mm (min) of compacted base material and 150 mm (min) of sub-base material.
 - (ii) Reconstruct existing non reinforced concrete sidewalks with a 100 mm non-reinforced concrete conforming to CW3325 and SD-228A. The sidewalk shall be constructed with 100 mm (min) of compacted base material.
 - (iii) Reconstruct of the existing reinforced concrete sidewalks with a 150 mm reinforced concrete conforming to CW3235 and SD-237. The sidewalk shall be constructed with 100 mm (min) of compacted base material. To be used for private approaches.
- (d) Reconstruct concrete barrier curbs in accordance with CW3240 and SD-206A.
- (e) Sod all maintained grassed areas in accordance with CW3510.
- (f) In the event seasonal inclement weather does not allow for permanent restorations to commence immediately after Substantial Performance, the Contractor shall provide and maintain temporary pavement and surface restorations until seasonal conditions will allow for permanent restorations to begin. Temporary pavement and surface restorations to be maintained in accordance with CW1130.

E24.5 Measurement and Payment

E24.5.1 Surface restoration related to damages caused by the installation of CIPP liners shall be measured and paid for in accordance with E16.6.

E24.5.2 Surface restorations related to exploratory excavations identified in E8 and E10 shall be incidental to the work and no measurement for payment will be made.

E24.5.3 Surface restorations related to external point repairs and manhole repair works identified in the contract documents will be measured and paid for in accordance with this specification.

E24.5.4 No measurement or payment will be made for installation or maintenance of temporary pavement or surface restorations if required.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.