



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 557-2014

2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 23, 2015.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that video inspections of all sewers (and manholes where available) included in this contract are available from the Contract Administrator. The corresponding inspection condition coding reports are also available.

B4. ENQUIRIES

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Bids shall be submitted to:

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

B9. BID

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

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

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

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

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

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

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

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

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

B10. PRICES

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

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

B11. QUALIFICATION

B11.1 The Bidder shall:

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

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

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

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

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

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

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

B12. BID SECURITY

B12.1 The Bidder shall provide bid security in the form of:

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

B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B12.1.2 All signatures on bid securities shall be original.

B12.1.3 The Bidder shall sign the Bid Bond.

B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B13.1.1 Bidders or their representatives may attend.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at

The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B7.

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

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

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

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

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

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Sewer Rehabilitation by Cured-in-Place (CIPP) Methods.

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

- (a) Mobilization to the Site;
- (b) Sewer cleaning and video inspection;
- (c) Internal sewer preparation;
- (d) Flow control (sewer and sewer services);
- (e) Full segment lining by CIPP, and
- (f) Surface restoration, site clean-up and demobilization.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**CIPP Supplier and Installer**" means only the Suppliers and Installers that were pre-approved under the City of Winnipeg "Request for Qualifications for Supply and Installation of Cured-in-Place-Pipe (CIPP), Bid Opportunity No. 403-2007" shall be approved for the 2009 sewer lining projects in the City of Winnipeg.

D4. CONTRACT ADMINISTRATOR

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

Paul Loudon
Project Manager

Telephone No. 204-447-5381

Facsimile No. 204-284-2040

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

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.
- D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D7.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/Safety/default.stm>
- D10.3 Notwithstanding B11.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12. PERFORMANCE SECURITY

- D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

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

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D15.2 The detailed work schedule shall consist of the following:
(a) a Gantt chart for the Work based on the C.P.M. schedule;
all acceptable to the Contract Administrator.

D15.3 Further to D15.2(a), 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.

SCHEDULE OF WORK

D16. COMMENCEMENT

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

D16.2 The Contractor shall not commence any Work on the Site until:
(a) the Contract Administrator has confirmed receipt and approval of:
(i) evidence of authority to carry on business specified in D9;
(ii) evidence of the workers compensation coverage specified in C6.15;
(iii) the Safe Work Plan specified in D10;
(iv) evidence of the insurance specified in D11;
(v) the performance security specified in D12;
(vi) the Subcontractor list specified in D13;

- (vii) the equipment list specified in D14; and
- (viii) the detailed work schedule specified in D15.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- (c) The Contractor shall not commence lining until sewer repairs shown on Drawings are completed by others under separate contract.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance by October 1, 2015.
- D17.2 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.
- D17.3 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.

D18. TOTAL PERFORMANCE

- D18.1 The Contractor shall achieve Total Performance by October 15, 2015.
- D18.2 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.
- D18.3 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.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance - One Thousand Five Hundred dollars (\$1,500.00);
 - (b) Total Performance – Seven Hundred Fifty dollars (\$750.00).
- D19.2 The amounts specified for liquidated damages in D19.1 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.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and

one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D21.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D22.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D24.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 557-2014

2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D12)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 557-2014
2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

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

FORM K: EQUIPMENT
(See D14)

2014 SEWER RENEWALS BY CIPP LINING, CONTRACT 11

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
	Index Sheet
10743	LANSDOWNE AV - MH AT COCHRANE ST TO 1ST MH E OF COCHRANE ST
10744	INKSTER BV - 1ST MH W OF ST CROSS ST TO MH AT ST CROSS ST
10745	MAIN ST W OF CL - 2ND MH S OF INKSTER BV TO NODE AT POLSON AV
10746	MAIN ST W OF CL - 1ST MH S OF INKSTER BV TO 2ND MH S OF INKSTER BV
10747	MAIN ST - MH AT CARRUTHERS AV TO MH AT LANSDOWNE AV
10748	MAIN ST - MH AT MCADAM AV N OF CL TO 1ST MH N OF MCADAM AV
10749	AIKINS ST - MH AT MATHESON AV TO MH AT CARRUTHERS AV
10750	BANNERMAN AV -MH @ ARLINGTON ST TO 1ST MH E OF ARLINGTON ST
10751	CATHEDRAL AV -MH@ MCKENZIE ST (EPL) TO 1ST MH E OF MCKENZIE ST
10752	INKSTER BLVD -1ST MH E OF PARR ST TO MH AT PARR ST
10753	INKSTER BLVD - MH @ MCKENZIE ST TO 1ST MH E OF PARR ST
10754	BANNERMAN AV - 1ST MH W OF POWERS ST TO MH AT POWERS ST
10755	POWER ST - MH AT LUXTON AV TO TIE-IN AT POLSON AV
10756	INKSTER BLVD - 1ST MH W OF MCGREGOR ST TO MH @ MCGREGOR ST (WPL)
10757	CARRUTHERS AV - MH AT COPP ST TO MH AT ANDREWS ST
10758	RADFORD ST - MH @ COLLEGE AVE TO PLUG S OF COLLEGE AVE
10759	MONREITH ST - MH @ CHURCH AV SPL - 1ST MH S CHURCH AV
10760	CATHEDRAL AV - MH AT EMSLIE ST TO 1ST MH E OF EMSLIE ST
10761	INKSTER BV - 1ST MH E OF ST CROSS ST TO 2ND MH E OF ST CROSS ST
10762	BOYD AV - MH @ ARTILLERY ST- 1ST MH E ARTILLERY ST
10763	BOYD AV - 1ST MH E ARTILLERY ST- MH @ SINCLAIR ST WPL
10764	BOYD AV - MH @ SINCLAIR ST WPL-TIE IN @ SINCLAIR ST CL
10765	SINCLAIR ST - MH AT COLLEGE AV TO 1 ST MH N OF COLLEGE AC
10766	ARLINGTON ST - MH @ MOUNTAIN ST (SPL) TO MH @ MOUNTAIN ST (CL)
10767	BANNERMAN AV - 2ND MH W OF SINCLAIR ST TO 3RD MH W OF SINCLAIR ST
10768	BANNERMAN AV - MH@ SINCLAIR ST CL- MH@ SINCLAIR ST (EPL)
10769	ABERDEEN AV - MH AT BATIERY ST (EPL) TO MH AT ARTILLERY ST
10770	ABERDEEN AV - MH AT ARTILLERY ST TO MH AT SINCLAIR ST
10771	ABERDEEN AV - 1ST MH E OF SINCLAIR ST TO MH@ SINCLAIR ST (EPL)
10772	POINT DOUGLAS AV - 1ST MH E OF MCFARLAN E AV TO MH AT SYNDICATE ST
10773	BURROWS AV - MH @ ARTILLERY ST TO 1ST MH W OF ARTILLERY ST
10774	MACHRAY AV - MH AT OMEARA ST TO MH AT MAIN ST
10775	ABERDEEN AV - MH AT POWERS ST (EPL)- 1ST MH E OF POWER S ST
10776	REDWOOD AVE - MH @ POWERS ST (EPL) - 1ST MH E OF POWERS ST
10777	ABERDEEN AV - MH AT AIKINS ST- 1ST MH E OF AIKINS ST

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
10778	BOYD AV - MH AT CHAR LES ST TO 1ST MH W OF CHARLES ST
10779	CHARLES ST - 1 ST MH S OF COLLEGE AV TO MH AT BOYD AV
10780	AIKINS ST - MH @ ANDERSON AVETO TIE-IN AT STJOHN'S AVE
10781	AIKINS ST - MH @ CHURCH AVE TO MH @ ANDERSON AVE
10782	AIKINS ST - MH @ MACHRAY AVE TO MH @ CHURCH AVE
10783	AIKINS ST - MH @ MACHRAY AV TO MH @ CATHEDRAL AV
10784	MACHRAY AV - MH AT SALTER ST TO 1 ST MH E OF SALTER ST
10785	ATLANTIC AV - 1 ST MH E OF EMSLIE ST TO MH W OF ST CROSS ST
10786	ATLANTIC AV - 1 ST MH 2 OF ST CROSS ST TO MH AT ST CROSS ST
10787	ST CROSS ST - 1 ST MH ON OF ATLANTIC AV TO MH AT POLSON AV
10788	AIRPORT RD EXT - 1 ST MH N OF NOTRE DAME AV TO 1 ST MH S OF NOTRE DAME AV
10789	LISMORE AV - 1 ST MH E KING EDWARD AV - 2 ND MH E KING EDWARD ST
10790	LISMORE AV - 3 RD MH E OF KING EDWARD AV TO MH AT ODDYS ST
10791	LOGAN AV - 1 ST MH W OF 2 ND MH 2 OF KING EDWARD ST (IN PL)
10792	LOGAN AV - 2 ND MH W OF KING EDWARD TO 5 TH MH E OF BANNISTER
10793	LOGAN AV - 5 TH MH E TO 6 TH MH E OF BANNISTER RD (SPL)
10794	KING EDWARD ST - MH AT LOGAN AV (SPL) TO 1 ST MH S OF LOGAN AV
10795	KING EDWARD ST (W OF CL) - MH @ LOGAN AV (SPL) TO 1 ST MH S OF LOGAN AV
10796	ELGIN AV W - 3 RD MH E OF KING EDWARD ST TO 2 ND MH E OF KING EDWARD ST
10797	NOTRE DAME AV - MH @ DOMINION ST TO MH @ GARFIELD ST N
10798	NOTRE DAME AV - MH @ GARFIELD ST (CL) TO MH @ GARFIELD ST (EPL)
10799	NOTRE DAME AV - MH @ SHERBURN ST (WPL) TO MH AT GARFIELD ST (EPL)
10800	NOTRE DAME AV - MH AT SHERBURN ST (CL) TO MH AT INGERSOLL ST
10801	NOTRE DAME AV - MH @ INGERSOLL ST - MH @ LIPTON ST
10802	SHERBROOK ST - 1 ST MH S OF ROSS AV TO MH AT ELGIN AV (SPL)
10803	SHERBROOK ST - MH AT ROSS AV TO 1 ST MH S OF ROSS AV

GENERAL REQUIREMENTS

E2. CURED-IN-PLACE-PIPE (CIPP)

E2.1 Description

E2.1.1 This specification covers the supply and installation of full segment, partial full segment (blind shot) using cured-in-place pipe (CIPP).

E2.2 Definitions

E2.2.1 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.

E2.2.2 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.

E2.2.3 Full segment CIPP means CIPP extending from manhole to manhole or manhole to node (wye or tee connection to another sewer).

E2.2.4 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.

E2.2.5 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.

E2.3 Materials

E2.3.1 Pre-Approved CIPP Suppliers and Installers and Materials

- (a) The following is a list of sewer lining systems – suppliers and 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 2010 City of Winnipeg sewer rehabilitation projects.

Table E2.3.1a): Pre-Approved CIPP Suppliers and Installers

<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

E2.3.2 CIPP Design Objectives

- (a) Design objectives for CIPP include.
- (b) Maximizing the structural enhancement of the sewer by installing a close-fit CIPP.
- (c) Providing no impact or increasing the hydraulic capacity of the rehabilitated sewer.
- (d) Reducing infiltration and exfiltration.
- (e) Preventing root intrusion.
- (f) Providing sufficient chemical resistance to prevent further sewer pipe degradation related to the conveyance of sewage.
- (g) Minimizing sewer service disruption during rehabilitation.
- (h) Minimizing the time required to complete the sewer rehabilitation.
- (i) Minimizing disturbance to pavements and boulevards.
- (j) Minimizing disruption to vehicular and pedestrian traffic.
- (k) Minimizing the impact of construction on commercial, industrial, and institutional facilities.
- (l) 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.
- (m) Select CIPP and plan approach to rehabilitation toward maximizing the achievement of these design objectives.

E2.3.3 CIPP Design – General

- (a) 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.
- (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) Perform a design check to confirm 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 an “n” value for the existing section estimated on the observed condition of the pipeline from the Sewer Maintenance Inspection.
- (d) Design features of internal point repair CIPP are to also include.
 - (i) Tapered end sections to promote a smooth transition from the repair to the host pipe.
 - (ii) A means to facilitate flow through by-pass the existing dry weather flow during the course of the repair.

E2.3.4 CIPP Circular 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:
 - (v) Buckling by assuming the flat functions as a pin-ended strut.
 - (vi) Stress, by assuming the flat functions as a pinned member, subjected to axial and transverse loads.
 - (vii) Deflection by assuming that allowable deflection is limited to 3% of the length of the flat.
- (b) Use the following minimum design assumptions.
 - (i) Groundwater table is 2.0 m below the existing ground surface.
 - (ii) An enhancement factor (K) of 7.
 - (iii) 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 approved for use in the pre-qualification process.
 - (iv) Minimum value for ovality of the existing sewer will be 3% unless a greater value is indicated in the contract specifications or as determined from observation of the maintenance inspection.
 - (v) Minimum factor of safety (N) of 2 for restrained buckling analysis.

E2.3.5 CIPP 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 assumptions.
 - (i) Include an allowance for an AASHTO HSS25 concentrated live load in the total external pressure on the pipe. Calculate minimum live load surcharge based on Cooper E80 distributed load for portions of CIPP installed under railway lines.
 - (ii) Calculate dead load based on soil density of 1920 kg/m³.
 - (iii) Groundwater table is 2.0 m below the existing ground surface.

- (iv) Minimum value for ovality of the existing sewer will be 2% unless a greater value is indicated in the contract specifications or as determined from observation of the maintenance inspection.
- (v) Long-term value for flexural modulus of elasticity 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 and approved for use in the pre-qualification process.
- (vi) Modulus of soil reaction (E's) will be assumed to be 6900 kPa unless a higher or lower value is indicated in the contract specifications.
- (vii) Minimum factor of safety (N) of 2.

E2.3.6 CIPP Non-Circular Design - Partially Deteriorated Condition

- (a) Where partially deteriorated design conditions are indicated design CIPP as a Type II non-circular liner in accordance with Section 5 of Volume II – Sewer Renovation, WRc Sewerage Rehabilitation Manual, 4th Edition and the following minimum design checks:
 - (i) Short term buckling/deformation checks (only required if secondary grouting is contemplated);
 - (ii) Long term check buckling/deformation checks due to hydrostatic pressure;
 - (iii) No allowance required for earth and superimposed loading.
- (b) Use the following minimum design assumptions:
 - (i) Flexible liner, no bond with host pipe;
 - (ii) Groundwater table is 2.0 m below the existing ground surface;
 - (iii) 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 approved for use in the pre-qualification process;
 - (iv) Minimum factor of safety (N) of 2 against failure in determination of maximum permissible external pressure.

E2.3.7 CIPP Non-Circular Design - Fully Deteriorated Condition

- (a) Where fully deteriorated design conditions are indicated design CIPP as a Type II non-circular liner in accordance with Section 5 of Volume II – Sewer Renovation, WRc Sewerage Rehabilitation Manual, 4th Edition and the following minimum design checks:
 - (i) Short term buckling/deformation checks (only required if secondary grouting is contemplated);
 - (ii) Long term check buckling/deformation checks due to hydrostatic pressure;
 - (iii) Provide allowance for full earth and superimposed loading as noted below.
- (b) Use the following minimum design assumptions:
 - (i) Flexible liner, no bond with host pipe;
 - (ii) Groundwater table is 2.0 m below the existing ground surface;
 - (iii) 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 approved for use in the pre-qualification process;
 - (iv) Calculate dead load based on soil density of 1920 kg/m³ and assumption of prism loading on host pipe. Modulus of soil reaction (E's) will be assumed to be 6900 kPa unless a higher or lower value is indicated in the contract specifications;
 - (v) Externally applied soil, live load, and hydraulic pressures shall be calculated in accordance with Appendix X1 of ASTM F1216.

- (vi) Include an allowance for an AASHTO HSS25 concentrated live load in the total external pressure on the pipe. Calculate minimum live load surcharge based on Cooper E80 distributed load for portions of CIPP installed under railway lines;
- (vii) Minimum factor of safety (N) of 2 against failure in determination of maximum permissible external pressure.

E2.3.8 Existing Sewer Design Conditions

- (a) The assessment of 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 E2.3.6 Repair Requirements.
- (d) The specific design conditions applicable to each CIPP lining location is shown in Appendix B – Table E2.3.6 Design Conditions.

E2.3.9 Submittals Before Starting Work

- (a) Provide the required submittals to the Contract Administrator a minimum of 10 days before starting the lining.
- (b) Submit the CIPP design Shop Drawings in accordance with CW 1110 and sealed and signed by a Professional Engineer licensed to practice in the Province of Manitoba. Include the following information.
 - (i) CIPP thickness computations including all specified design checks. 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.
 - (ii) Calculations showing the hydraulic capacity of the CIPP sewer will be equal to or greater than the existing sewer.
 - (iii) Name and manufacturer of the resin and tube proposed for each CIPP.
 - (iv) CIPP curing schedule provided by the resin supplier indicating the temperature, staging, duration and pressure required to achieve a proper cure of the resin and fabric tube composite.
 - (v) 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.
- (c) 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) 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.

- (d) Submit an operations protocol that provides information on the following.
 - (i) Resin impregnation method.
 - (ii) Designated location of the wet out facility.
 - (iii) Documentation 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.
- (e) Submit a construction protocol that provides information on the following.
 - (i) Proposed main line and sewer service flow control arrangements.
 - (ii) Minimum pressure to hold the tube tight against the existing sewer and the maximum pressure to not damage the sewer or uncured liner.
 - (iii) 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.
 - (iv) Number and location of heat source monitor gauges.
 - (v) Minimum and maximum allowable temperature during each phase of the cure period as measured at the heat source return line.
 - (vi) Number of stages and anticipated time for each stage of the curing period based on resin supplier's recommendations.
 - (vii) Estimated length of time required to reinstate the main line sewer and sewer services.

E2.4 Construction Methods

E2.4.1 Verification of Existing Sewer Dimensions

- (a) Verify dimensional requirements of each sewer to be rehabilitated prior to manufacture of the CIPP tube as follows.
 - (i) Length of sewer from manhole to manhole for full segment and partial full segment CIPP.
 - (ii) 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.
- (b) Use calibrated callipers or other suitable measuring device capable of measuring accurately to +/- 1 millimetre to confirm cross section geometry at clock positions of:
 - (i) 12:00 to 6:00,
 - (ii) 2:00 to 8:00,
 - (iii) 3:00 to 9:00 and
 - (iv) 4:00 to 10:00.
- (c) Estimate the remainder of the sewer dimensional requirements based on dimensional checks and the Sewer Maintenance Inspections.
- (d) 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 objective of manufacturing and installing a close-fit liner without annulus, including but not limited to:
 - (i) The length of the inside perimeter (circumference) of the sewer at the upstream and downstream end.
 - (ii) Continuous or discontinuous (every 5 metres) measurement of the height and width of the sewer along the entire length of the sewer.

- (iii) The actual measurements and distance of the measurements from the upstream manhole are to be visible on the measuring tape or device and recorded on a Pre-Design Inspection and a Post-Design Inspection separate from the pre and post lining inspections listed in E2.4.3(a)(ii) and E2.4.3(a)(iii).

E2.4.2 Sewer Cleaning

- (a) Remove loose and solid debris and intruding connections in accordance with CW 2140 to adequately prepare the sewer for lining.

E2.4.3 Sewer Inspections

- (a) Perform the following sewer inspections in accordance with CW 2145 in the presence of the Contract Administrator.
 - (i) Pre-Design Inspection, where required, prior to preparing the CIPP design. No coding of the submission will be required.
 - (ii) Pre-Lining Inspection after sewer cleaning and preparation. No coding of the submission will be required.
 - (iii) Post-Lining Inspection subsequent to installing the CIPP and sewer service reinstatement. Full coding required. Perform post-lining inspection immediately after sewer service reinstatement while flow control measures are in place.
 - (iv) Post-Design Inspection subsequent to installing the CIPP. No coding of the submission will be required. Perform post-design inspection while flow control measures are in place.
 - (v) Warranty Inspection before expiration of the warranty period and acceptance. Full coding required.
- (b) Review the Pre-Design Inspection video to confirm the height and width of sewers larger than 600 millimetres in diameter and non-circular sewers.
- (c) Provide a copy of the video to the Contract Administrator.
- (d) 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 CIPP prior to liner design.
- (e) Review the Pre-Lining Inspection videotape with the Contract Administrator at least 24 hours before installing the CIPP and obtain approval to install the CIPP. The Pre-Lining Inspection shall confirm:
 - (i) Necessary cleaning and pipe preparation work, including internal and external sewer repairs, have been satisfactorily completed.
 - (ii) Condition of the sewer pipe is consistent with the design conditions and the Specifications. 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 CIPP prior to commencing lining.
 - (iii) Location, condition and operational status of all sewer services.
- (f) Review Sewer Service Reports while reviewing the Pre-Lining Inspection.
- (g) Post-Lining Inspection is to confirm the adequacy of sewer service reinstatements and the fit and finish of the CIPP.
- (h) Perform Post-Lining Inspection on Regional Streets within 24 hours of completing the installation of the CIPP liner.
- (i) Post-Design Inspection is to confirm the continuous or discontinuous (every 5 metres) measurement of the height and width of large diameter and non-circular sewers along the entire length of the sewer is consistent with the expected post-lining diameter or dimension.
- (j) Warranty Inspection to confirm the fit and finish of the CIPP, need for any remedial work and acceptance of any repair work performed during the warranty period. Sewer cleaning in accordance with CW 2140 is required to obtain a satisfactory inspection.

E2.4.4 Sewer Service Report

- (a) Confirm exact location of all sewer services connected to the sewer being lined by dye testing, tracing or other methods.
- (b) Submit a written Sewer Service Report for each CIPP location to the Contract Administrator providing 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.

E2.4.5 Flow Control

- (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) Provide written flow control plan for each sewer to be lined to the Contract Administrator for review before performing the Work.
- (c) Maintain existing sewer flows from upstream sewers during construction around the sewers being lined.
- (d) 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.
- (e) Provide security personnel for locations where by-pass pumping requires normally secure or locked doors and access areas to be left open or unlocked.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Excavate for sewer service exposure in accordance with CW 2030. Repair and backfill exposed sewer services in accordance with CW 2130.
- (k) Restore the surface in accordance with CW 2130 and the following specifications:
 - (i) Boulevard areas in accordance with CW 3510.
 - (ii) Concrete pavement in accordance with CW 3230.
 - (iii) Asphaltic pavement in accordance with CW 3410.
 - (iv) Concrete sidewalk and interlocking paving stone in accordance with CW 3325 and CW 3330.

E2.4.6 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 E2.3.6 Repair Requirements in accordance with E3 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) Removal of Intruding Sewer Services and Solid Debris Cutting.
 - (v) Remove intruding sewer services and solid debris in accordance with CW 2140.
 - (vi) Sewer Service Grouting
 - (vii) Fill voids around sewer services with a non-shrink, watertight cement grout, an appropriate polyurethane grout compound, or other approved grouting product to form a smooth watertight connection.

E2.4.7 Sewer Repairs to be Done By Others

- (a) Sewer repairs shown on the Drawings as “To Be Done By Others” or identified prior to sewer lining will be completed before lining work starts.

E2.4.8 Manhole and Catch Basin Repairs

- (a) Complete manhole and catch basin repairs as indicated in the Specifications and Drawings in accordance with CW 2130.
- (b) Remove and replace manhole frames, covers, rungs and risers required to facilitate the CIPP installation in accordance with CW 2130.

E2.4.9 Weather

- (a) Review the Environment Canada weather forecast with the Contract Administrator before starting CIPP lining installation.
- (b) Delay installation of CIPP when the anticipated weather conditions are such that anticipated sewer flow will exceed the flow control measures provided.

E2.4.10 Installation of CIPP

- (a) Install liners by inversion methods in accordance with ASTM F1216 or by pull-in methods in accordance with ASTM F1743.
- (b) Full segment and partial full segment CIPP shall be cured by hot water or steam.
- (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 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.

E2.4.11 Reinstatement of Sewer Services

- (a) Reinststate 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) Fill voids between the CIPP and the host pipe at sewer service openings with a non-shrink, watertight cement grout or an appropriate polyurethane grout compatible with the liner system, or other approved grouting product to form a smooth watertight connection.
 - (ii) Locations for sewer service grouting shall be identified by the Contract Administrator during review of Post Lining Video Inspection.
 - (iii) 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.
 - (iv) Repair of defective or incomplete sewer service grouting shall be at the Contractor's own expense.
- (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.

E2.4.12 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.

E2.4.13 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.

E2.4.14 Confined Test Samples

- (a) 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.
- (b) Locate the test sample from inside an intermediate manhole or at a termination point and invert through the form.

- (c) 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.
- (d) In larger sewer sizes where it is not possible to provide a full diameter confined test sample and with the Contract Administrator's approval, provide a minimum 200mm x 200mm sample cut from inside the host pipe. Cut the test sample from a location where no defects were noted in Appendix A – Table E2.3.6 Repair Requirements and at the 10:00 o'clock or 2:00 o'clock position. Grout 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 patch flush with liner.
- (e) 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.
- (f) 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.
- (g) If it can be demonstrated that it is impractical to obtain confined test samples due to CIPP size and site specific conditions then results from test plate samples modified in accordance with Clause E2.4.15(d) of this specification will be used to confirm flexural strength and flexural modulus.

E2.4.15 Test Plate Samples

- (a) Obtain and provide the Contract Administrator with test plate samples of each CIPP.
- (b) Prepare test plate samples on-site from the actual CIPP and cure in the following manner:
 - (i) in a clamped mold placed in the downtube or manhole for water-cured liners.
 - (ii) In a clamped mold placed in a container filled with uniformly distributed steam from the installation manhole for steam-cured liners.
- (c) The Contract Administrator will coordinate and pay for test plate sample testing to confirm the flexural strength, flexural modulus and thickness in accordance with the requirements of ASTM D5813, D790, and D3567.
- (d) Flexural strength and flexural modulus results obtained from test plates will be reduced by the maximum percentage difference of the confined pipe and test plate samples prepared from the same CIPP system for at least 3 previous CIPP linings on the same project.
- (e) Schedule installation of liners for which confined pipe samples are impractical to obtain after at least 3 other CIPP linings on the same project have been completed and confined pipe and test plate samples have been secured to provide collaborative testing.
- (f) Obtain and provide the Contract Administrator with pre and post lining measurements taken in accordance with Clause E2.4.1 of this specification to confirm in-place liner thickness.
- (g) The Contract Administrator will review liner thickness results taken from test plates or unconfined samples on a case-by-case basis.

E2.4.16 Infrared Spectroscopy

- (a) The Contract Administrator will arrange and pay 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.

E2.4.17 Post Construction Design Review for Total Performance

- (a) The Contract Administrator will perform a post-construction design review to ensure that the completed CIPP meets the 50 year design life structural requirements prior to

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) 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.
- (e) 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.
- (f) 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.
- (g) Review remedial action with the Contract Administrator prior to implementation.
- (h) Perform further testing, monitoring and calculations and install structural enhancements at own cost.

E2.5 Measurement and Payment

E2.5.1 Mobilization and Demobilization

- (a) Mobilization and demobilization will be measured on a unit basis and paid for at the Contract Unit Price for "Mobilization and Demobilization". Number of units to be paid for will be the total number of units of equipment set-up and removed, personnel, office and storage facilities to the job site and site clean up supplied and delivered in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) 50% of the Mobilization and Demobilization unit price will be paid once lining crews arrive on site to commence lining installation.
- (c) The remaining 50% of the Mobilization and Demobilization unit price will be paid subsequent to the completion of the CIPP installation and site cleanup.

E2.5.2 Verification of Existing Sewer Dimensions

- (a) Verification of existing sewer dimensions including the pre-design inspection will not be measured for separate payment and will be included with CIPP installation.

E2.5.3 Submittals Before Starting Work

- (a) Submittals required before starting work including CIPP design, resin samples, operations protocol and construction protocol will not be measured for separate payment and will be included with CIPP installation.

E2.5.4 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.

E2.5.5 Sewer Inspections

- (a) Sewer inspections will be measured and paid for in accordance with CW 2145.

- E2.5.6 Sewer Service Reports
- (a) Sewer service reports will not be measured for separate payment and will be included with CIPP installation.
- E2.5.7 Flow Control
- (a) Flow control measures necessary for mainline and all sewer services will be measured on a unit basis and paid for at the Contract Unit Price for "Flow Control". 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) 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.
 - (c) Where no flow control measures are undertaken, no payment will be made for this item of work.
- E2.5.8 Sewer Preparation and Repairs Prior to Lining
- (a) Internal sewer pipe repairs will be measured and paid for in accordance with E3 for the type of work done.
 - (b) Removal of intruding sewer services and solid debris cutting will be measured and paid for in accordance with CW 2140.
- E2.5.9 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) 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.
- E2.5.10 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.
- E2.5.11 Verification of Post Lining Sewer Dimensions
- (a) Verification of post lining sewer dimensions including the post design inspection will not be measured for separate payment and will be included with CIPP installation.
- E2.5.12 Sewer Inspection Reports
- (a) Sewer inspection reports measured and paid for in accordance with CW 2145.
- E2.5.13 Quality Control Records
- (a) Quality control records will not be measured for separate payment and will be included with payment for CIPP installation.

E2.5.14 Test Samples

- (a) CIPP test samples will not be measured for separate payment and will be included with payment for CIPP installation.

E2.5.15 Manhole Repairs

- (a) Manhole repairs will be measured and paid for in accordance with CW 2130.
- (b) Manhole frames, covers, rungs and risers removed and replaced to facilitate the CIPP installation will not be measured for separate payment and will be included with payment for CIPP installation.

E3. SEWER STABILIZATION

E3.1 Description

E3.1.1 Sewer 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 E2.3.6 Repair Requirements prior to performing sewer lining.

E3.1.2 The scope of work involved in sewer stabilization is as follows:

- (a) Secure the site and provide temporary traffic control;
- (b) Obtain all necessary underground clearances
- (c) Conduct a hazard assessment, including identification and evaluation;
- (d) Develop a safe work plan;
- (e) Implement the necessary procedures and controls to control hazards and maintain a safe working environment
- (f) Enter the manhole/sewer and perform the required repairs.
- (g) Clean-up the site.

E3.2 Materials

E3.2.1 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, Duro-Crete by C C Chemicals or approved equal.
- (c) Flowable cement-stabilized fill for external void filling from the ground surface shall be in conformance with Table CW 2160.1, Type D.

E3.3 Construction Methods

E3.3.1 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 E3.3.2 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.

E3.3.2 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".

E3.3.3 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.

E3.3.4 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.

E3.3.5 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. Pavement removal and restoration shall be in accordance with CW 2130.

E3.3.6 Internal Manhole Repairs

- (a) Complete manhole repairs identified in the Specifications or on the Drawings in accordance with CW 2130.

E3.4 Quality Control

E3.4.1 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.

E3.4.2 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.

E3.5 Measurement and Payment

E3.5.1 Hazard Assessment and Safe Work Plan

- (a) Performing a hazard assessment and preparing a Safe Work Plan will not be measured for separate payment and will be included with payment for CIPP installation.

E3.5.2 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.
- (f) 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 – After 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.

E3.5.3 Internal Manhole Repairs

- (a) Internal manhole repairs will be measured and paid for in accordance with CW 2130.

E4. CATCH BASIN LEAD INSPECTIONS

E4.1 Description

- E4.1.1 This specification shall cover the cleaning and inspection of all 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.

E4.2 Construction Methods

E4.2.1 Cleaning

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

E4.2.2 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.

E4.2.3 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.

E4.3 Measurement and Payment

E4.3.1 Cleaning

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

E4.3.2 Video Inspections

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

E5. PARTIAL SLAB PATCHES

E5.1 Construct partial slab patches in accordance with CW 3230. Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Slab Patches" on Form B of the Bid Submission.

E5.2 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.

E6. REMOVAL OF EXCESSIVE GREASE AND/OR ROOTS

E6.1 Grease and or roots that cannot be removed through typical cleaning efforts shall be cut and removed from the sewer as directed by the Contract Administrator.

E6.2 Use hydraulically driven saw or blade cutters to remove grease and roots. Flushing the sewer or the use of "spin nozzles" to remove grease will not be permitted.

E6.2.1 Remove grease and or roots to within 15 millimetres of the inside surface of the sewer.

E6.2.2 Monitor the entire removal operation and while the removal equipment is travelling within the pipe to reach the work area by closed circuit television (CCTV).

E6.3 The removal of grease and or roots from within a single manhole-to-manhole sewer segment will be considered as one (1) pay item regardless of the amount of grease and or roots removed from within that sewer segment.

E6.3.1 Measurement will be on a unit basis and paid for at the Contract Unit Price for "Removal of Excessive Grease and or Roots per Sewer Segment". The number of units to be paid for will be the total amount of manhole-to-manhole sewer segments in which grease and or roots have been removed in accordance with this specification, accepted and measured by the Contract Administrator.

E7. TRAFFIC CONTROL

E7.1 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 as follows.

(a) Regional Streets

- (i) Hespeler Avenue - maintain one lane of traffic in both directions.

(b) Residential Streets

- (i) Maintain at least one lane of traffic. Street may be signed as "Road Closed - Local Access Only".

E7.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.

- E7.3 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.
- E7.4 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.
- E7.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.

E8. WATER SUPPLY

- E8.1 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.
- E8.2 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.
- E8.3 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.
- E8.4 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.
- E8.5 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.
- E8.6 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.
- E8.7 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.

E9. SUSPENSION OF WORK ACTIVITIES WHEN SEWER CONTROL GATES ARE ACTIVATED DURING PERIODS OF HIGH RIVER LEVELS

- E9.1 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.

- E9.2 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.
- E9.3 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.
- E9.4 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.
- E9.5 The flood activation elevations for each site will be available upon request prior to construction.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

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