



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 61-2020

2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Bid/Proposal

Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	3
B8. Proposal Submission	4
B9. Proposal (Section A)	4
B10. Prices	5
B11. Experience of Proponent and Subcontractors (Section C)	5
B12. Experience of Key Personnel Assigned to the Project (Section D)	6
B13. Project Understanding and Methodology (Section E)	6
B14. Project Schedule (Section F)	7
B15. Disclosure	7
B16. Conflict of Interest and Good Faith	7
B17. Qualification	8
B18. Opening of Proposals and Release of Information	9
B19. Irrevocable Offer	10
B20. Withdrawal of Offers	10
B21. Interviews	10
B22. Negotiations	10
B23. Evaluation of Proposals	10
B24. Award of Contract	12

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

D9. Authority to Carry on Business	3
D10. Safe Work Plan	3
D11. Insurance	3
D12. Contract Security	4
D13. Subcontractor List	5
D14. Equipment List	5

Schedule of Work

D15. Commencement	5
D16. Working Days	5
D17. Hours of work	6
D18. Substantial Performance	6

D19. Total Performance	6
D20. Liquidated Damages	7
Control of Work	
D21. Job Meetings	7
D22. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D23. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
D24. Safety	7
D25. Deficiencies	8
Measurement and Payment	
D26. Payment	8
Warranty	
D27. Warranty	8
Third Party Agreements	
D28. Funding and/or Contribution Agreement Obligations	8
Form H1: Performance Bond	11
Form H2: Labour and Material Payment Bond	13
Form H3: Irrevocable Standby Letter of Credit	15
Form J: Subcontractor List	17
Form K: Equipment	18

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Confined space entry	2
E3. Water Supply	2
E4. Services	3
E5. Site Conditions	3
E6. The Underdrain System and Existing Conditions	4
E7. Underdrain and Associated manhole cleaning	7
E8. Miscellaneous Underdrain cleaning	8
E9. Miscellaneous Manhole cleaning	8
E10. Underdrain Inspection	8
E11. Underdrain Inspection Equipment	15
E12. Traffic Control and Maintenance of Access	17
E13. Notice to Residents	18
E14. Damage to City and Private Property	18
E15. Digital Panoramic manhole Inspections	19
E16. Project Information Sharing	20
E17. Manholes with Limited Access	20
E18. Project Deliverables	20
E19. Hazardous Materials	21

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

APPENDICES

Appendix A Underdrain Inspection Program Asset List	
Appendix B GWWD Waiver of Liability Form	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 4, 2020.

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

B3. SITE INVESTIGATION

B3.1 The Proponent is advised that a portion of the underdrain system is located within the City right of way as per E6.10 and is accessible for inspection without making an appointment.

B3.2 Further to C3.1, the Contract Administrator or an authorized representative will be available from 2pm on February 25, 2020 to provide Proponents access to areas of the underdrain system as identified in E6.11, commencing from the City of Winnipeg's St. Boniface Rail Yard.

- (a) Proponents are required to register for the Site Investigations at least 48 hrs. prior by contacting the Contract Administrator identified in D4.
- (b) Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- (c) No confined space entry will be carried out during this site investigation event; upon the request of the Proponent, chambers will be opened by an authorized representative for the purpose of viewing site conditions from the surface as necessary and only if deemed safe to do so.
- (d) Proponents will be required to sign the GWWD Railway Travel Waiver prior to travel on the GWWD Railway. The waiver for Site Investigation is included within Appendix B and shall be provided to the Contract Administrator prior to Site Investigation commencement.
- (e) Proponents are required to bring their own high visibility jacket, Grade 1 Safety shoes (CSA Green Triangle) and hard hat for all site investigations.
- (f) The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.
- (g) Proponents registered for the site visit must provide the Contract Administrator identified in D4 with a Public Safety Verification search obtained not earlier than one (1) year prior to the site visit.
 - (i) The Public Safety Verification Check may be obtained from BackCheck. Proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?partner=winnipegcity>. Note that the check will take up to 48 hours to complete. See PART F - Security Clearance for further information.
 - (ii) The results of the public Safety Verification Check must be received by the City directly through BackCheck. Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B4. ENQUIRIES

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

- B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4

B7. SUBSTITUTES

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

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 Proponent 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B23.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Project Understanding and Methodology (Section E) in accordance with B13; and
 - (d) Project Schedule (Section F) in accordance with B14.
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent 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 Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent 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 Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

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

B10. PRICES

- B10.1 The Proponent 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 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D28. Any such costs shall be determined in accordance with D28.
- B10.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.4 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.
- B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) Separate details demonstrating the history and experience for the Proponent and Subcontractors in providing closed-circuit television (CCTV) inspection within small 100mm to 300mm diameter having limited access pipes for condition assessment purposes (CCTV of new infrastructure for acceptance purposes shall not be deemed as representative experience) for three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the proponent;
 - (c) project's original contracted construction cost and final construction cost;
 - (d) schedule (anticipated Project schedule and actual project delivery schedule);
 - (e) project owner;

- (f) reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition and NASSCO certification, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager
 - (i) Responsible for overall execution and delivery of project;
- (b) Contractors Supervisor
 - (i) Responsible for overall inspection, NASSCO coding, collection and verification of data collection; and
- (c) Data Reviewer(s)
 - (i) Responsible for post processing, verification, review, and issuance of NASSCO and other data results.

B12.4 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B12.5 For each person identified, list two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;

- (b) the team's understanding of inspection technologies and deployment within differing pipe environments presented within E6 and resultant data collection requirements;
- (c) the proposed Project construction budget;
- (d) any other issue that conveys your team's understanding of the Project requirements.

B14. PROJECT SCHEDULE (SECTION F)

B14.1 Proponents should present a detailed work schedule that consists of the following:

- (a) a critical path method (C.P.M.) schedule for the work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) The schedule should address each requirement of the Scope of Services that addresses:
 - (i) Site Mobilization;
 - (ii) Underdrain Inspections;
 - (iii) Associated Manhole Inspections;
 - (iv) Post Processed Inspection and Report Submittals;
 - (v) Substantial Performance Milestone (D18); and
 - (vi) Total Performance Milestone (D19).

B14.2 The Proponent's schedule should include critical dates or suspension of on-site construction (D16.5) for review and approval processes by the City and other organizations anticipated during the Construction phase of the Project.

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project;
or

- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B17.2 The Proponent 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>.
- B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out CCTV inspection 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, provide the Security Clearances in accordance with PART F - SECURITY CLEARANCE.
- B17.4 Further to B17.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)
- B17.5 The Proponent 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 Proponent and of any proposed Subcontractor.
- B17.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work whereby:
- (a) the Proponent's and its Subcontractors equipment inventory must be substantial and adequate to ensure the continuance of underdrain and underdrain manhole cleaning and inspection for all crews when mechanical failure occurrences are experienced.
- B17.7 The Proponent shall, within three (3) Business Days of a request by the Contract Administrator, provide quality assurance procedures meeting the requirements outlined in CW2140, CW2145, E7, E10, and E11.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.

- B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B18.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been formed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B22.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

- B23.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)

- | | | |
|--|--|-------------|
| | (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B17: | (pass/fail) |
| | (c) Total Bid Price; | 20% |
| | (d) Experience of Proponent and Subcontractors; (Section C) | 40% |
| | (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| | (f) Project Understanding and Methodology (Section E) | 25% |
| | (g) Project Schedule. (Section F) | 5% |
- B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23.6 Further to B23.1(c), where the Total Bid Price exceeds the estimate stated in D2.3, the City may determine that no award will be made in accordance with B24.2.1(a).
- B23.7 Further to B23.1(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.
- B23.7.1 Further to B23.1(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.
- B23.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.9 Further to B23.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B23.10 Further to B23.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B23.11 Further to B23.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B23.12 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B23.13 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.

B23.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.

B24. AWARD OF CONTRACT

B24.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B24.2.1 Without limiting the generality of B24.2, 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 Proposal 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.

B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B24.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B24.4 The City may, at its discretion, award the Contract in phases.

B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B24.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an Award Letter to the successful Proponent in lieu of execution of Contract Documents.

B24.6.1 The Contract Documents as defined in C1.1 in their entirety shall be deemed to be incorporated in and to form a part of the Award Letter notwithstanding that they are not necessarily attached to or accompany said Award Letter.

B24.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.

B24.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2019-09-01) 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 Request for Proposal 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 cleaning and inspection of the Branch I Aqueduct Underdrain and corresponding manholes and structures located at various districts throughout and in the outskirts of the City of Winnipeg.

D2.2 The major components of the Work (Underdrain Inspection Work Program) are as follows:

- (a) Cleaning of all underdrains, regardless of diameter, with the following approximate quantities:
 - (i) 3.3 km of 150mm diameter pipe;
 - (ii) 11.4 km of 200mm diameter pipe;
 - (iii) 3.5 km of 250mm diameter pipe; and
 - (iv) 0.4 km of 300mm diameter pipe.
- (b) Cleaning of all associated manhole and structures.
- (c) CCTV Inspection of all underdrains as noted in Appendix A and on Maps 01 to 22.
- (d) Inspection of all manholes and control structures as noted in Appendix A and on Maps 01 to 22.
- (e) Inspection of underdrain laterals around the perimeter of thrust blocks and chambers listed in E6.16.
- (f) Investigations in various identified locations to confirm underdrain existence and connectivity in E6.20.

D2.3 The pre-bid estimate available for this Contract is \$500,000.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
- (b) "**NASSCO**" means "National Association of Sewer Service Companies" which is the accepted North American standard for sewer condition coding and assessment and will be adopted for the underdrain condition coding.
- (c) "**Sewer**" means underdrain related to the Branch I Aqueduct Underdrain.

D4. CONTRACT ADMINISTRATOR

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

Christopher Mitchell, BSc (hons)
Asset Management Specialist
Telephone No. 204 928 9259
Email Address chris.mitchell@aecom.com

D4.2 Before commencement of Work, Mr. Mitchell will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.
- D5.3 As per D5.1, the Contractor's Supervisor shall maintain a physical site presence for the duration of the Work and provide coordination and support for all crews and Subcontractors unless written authorization has been given by the Contract Administrator.
- D5.4 The Contractor must communicate in writing to the Contract Administrator all personnel changes during the Work to meet the requirements of D5.1.
- D5.5 Further to C5, the Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

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 D5 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Request for Proposal. If the Contractor requires additional sets of the Request for Proposal, they will be supplied to him 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 Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .
- D10.3 Notwithstanding B17.4 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 added as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, sudden and accidental pollution and products and completed operations cover and specifically include liability for operations within, on or around railroads and railway tracks, and to remain in place at all times during the performance of the Work;
 - (a) 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;
 - (b) property in transit insurance for the full value of machinery, equipment and supplies while being transported via the Contractors' or the City's hi-rail vehicle and/or railcart on the GWWD railway at all times during the performance of the Work; and

- (c) signed waivers of liability and assumption of risk agreements prior to the transporting of any supplies, equipment, machinery, materials and/or personnel by the Contractor or the City. The GWWD railway waiver forms are included in Appendix B.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance and signed waivers of liability and assumption of risk agreements, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11.4 The Contractor shall not cancel, materially alter, or cause the policies to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11.6 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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 contract 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 contract security.

D12.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D12.3 Where the contract security is provided in accordance with D12.1(a) and D12.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

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, consistent with the RFP submission.

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, if applicable.

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.2 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 contract security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the equipment list specified in D14; and
 - (viii) an updated work schedule as specified in B14.
- (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.

D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Award Letter or Purchase Order, as applicable.

D16. WORKING DAYS

D16.1 Further to C1.1(ii), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D16.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D16.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

- D16.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.
- D16.5 Further to (a), D18 and D19, the Contractor will be permitted one (1) suspension of on-site construction, agreed with the Contract Administrator, to allow a delay within the Contract until site conditions are conducive to facilitate vehicular access adjacent to or on the GWWD Railway for underdrain inspections only, in order to meet the intent of the Contract and CW2145. Working Days will not be charged during site suspension period where the Site must be made secure, roadways completely operational, and all existing facilities and Work in progress be protected from weather or other potentially harmful effects.
- (a) Upon recommencement of site activities, the Contractor shall provide an updated schedule and notification to the Contract Administrator a minimum of five (5) Business Days prior to recommencement of work.
 - (b) No changes to Contract completion dates resulting from suspension of Contract time as described herein will be considered.
 - (c) No additional costs associated with demobilization and remobilization resulting from suspension of contract time will be considered.

D17. HOURS OF WORK

- D17.1 All Work shall be carried out between the hours of 07:00 and 22:00 Monday to Friday and between 09:00 and 21:00 Saturday.
- D17.2 No Work shall be performed outside the hours stated in D17.1 or on Sunday or Statutory or Civic holidays without written permission from the Contract Administrator. Approval will only be granted if it is in the best interests of the City to do so. Any Work for Saturday, Sunday, or holidays will be counted as a Working Day.

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D15, or by June 30, 2020, whichever comes first.
- D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D15, or by July 13, 2020, whichever comes first.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance: Two thousand one hundred dollars (\$2,100); and
- (b) Total Performance: Eight hundred dollars (\$800).

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

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

CONTROL OF WORK

D21. JOB MEETINGS

D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

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

D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D23.1 Further to B17.4, 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 B17.4.

D24. SAFETY

D24.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D24.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D24.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated; and
- (g) training and coordination with has been completed to access the Greater Winnipeg Water District Railway by hi-rail equipment.

D25. DEFICIENCIES

- D25.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

MEASUREMENT AND PAYMENT

D26. PAYMENT

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

- D27.1 Warranty is as stated in C13.
- D27.2 The Contractor shall maintain backup copies of all video and inspection data for the duration of the Warranty Period.

THIRD PARTY AGREEMENTS

D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D28.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D28.2 Further to D28.1, in the event that the obligations in D28 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in

C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D28.3 For the purposes of D28:

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

D28.4 Modified Insurance Requirements

D28.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D28.4.2 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D28.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D28.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D28.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D28.5 Indemnification By Contractor

D28.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D28.6 Records Retention and Audits

D28.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total

Performance, all records, documents, and contracts referred to in D28.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D28.7 Other Obligations

- D28.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D28.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D28.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D28.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

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

RFP NO. 61-2020

2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

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

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

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 61-2020

2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 61-2020
2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

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

FORM K: EQUIPMENT
(See D14)

2020 BRANCH I AQUEDUCT UNDERDRAIN INSPECTIONS

5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:
- E1.4.1 Drawings entitled **2019 Branch I Aqueduct Underdrain Condition Assessment** consist of maps of the Aqueduct underdrain, underdrain manholes, and Aqueduct along with sewers (sewer main, wastewater, land drainage). Maps include a key plan and are numbered from Map 01 to 22. The following table presents the underdrain extents (from west to east) contained on each map by pipe asset number, noting respective historical as-built records relating to each drawing.

Drawing No.	From	To
Key Plan	Map 01	Map 22
Map 01	AQ-U00000411	AQ-U00000426
Map 02	AQ-U00000427	AQ-U00000434
Map 03	AQ-U00000437	AQ-U00000086
Map 04	AQ-U00000093	AQ-U00000440
Map 05	AQ-U00000403	AQ-U00000149
Map 06	AQ-U00000151	AQ-U00000390
Map 07	AQ-U00000388	AQ-U00000481
Map 08	AQ-U00000481	AQ-U00000401
Map 09	AQ-U00000182	AQ-U00000188
Map 10	AQ-U00000190	AQ-U00000202
Map 11	AQ-U00000204	AQ-U00000214
Map 12	AQ-U00000216	AQ-U00000228
Map 13	AQ-U00000457	AQ-U00000353
Map 14	AQ-U00000354	AQ-U00000256
Map 15	AQ-U00000258	AQ-U00000268
Map 16	AQ-U00000268	AQ-U00000276
Map 17	AQ-U00000278	AQ-U00000461
Map 18	AQ-U00000463	AQ-U00000471

Drawing No.	From	To
Map 19	AQ-U00000473	AQ-U00000479
Map 20	AQ-U00000480	AQ-U00000298
Map 21	AQ-U00000300	AQ-U00000310
Map 22	AQ-U00000312	AQ-U00000324

Appendix No.	Appendix Title
A	Underdrain Inspection Program Asset List
B	GWWD Waiver of Liability Forms

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

E1.5 Further to E1.4, related “as-built” drawing portable document format (PDF) are available by request to the Project Manager after completion and submittal of a Non-Disclosure Agreement. These drawings will be released at the sole discretion of the City.

E2. CONFINED SPACE ENTRY

E2.1 The Contractor shall be aware that, although the underdrain system is not directly linked to the sewer system, potential illegal connections may be present. As such, hydrogen sulphide gas could be present, as in all underground structures connected to the City’s sewer systems, and has been known to accumulate in concentrations sufficient to cause serious harm or death to personnel who are not using adequate Personal Protective Equipment.

E2.2 The Contractor’s attention is drawn to the Province of Manitoba Workplace Safety and Health Act (“the Act”), and the Regulations and Guidelines there-under pertaining to Confined Entry Work and, in particular, the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).

E2.2.1 Further to E2.2, the Contractor shall use an approved and properly maintained Supplied Air Breathing Apparatus when entering and working in underdrains, underdrain manholes, and catch basins.

E3. WATER SUPPLY

E3.1 Further to specifications CW 1120, Section 3.1, CW 2140, and CW 2145, water supply for the Work may be taken from City of Winnipeg hydrants in accordance with the following:

- (a) Water shall be taken from “white-cap” hydrants only.
- (b) Submit a list of proposed “white-cap” hydrant locations to the City of Winnipeg Water Services Division (WSD) for approval. If a proposed hydrant location is not approved, the Contractor shall submit an alternate hydrant location for approval.
- (c) Only hydrants approved by WSD shall be used for water supply.
- (d) The Contractor shall supply and use a Backflow Protection Arrangement as shown on Standard Drawing SD-019 when taking water from City hydrants. Alternatively, the Contractor may rent the Backflow Protection Arrangement from the Water Services Division (WSD) if available. All costs associated with the supply of the Backflow Protection Arrangement or rental of same from WSD will be included in the cost of underdrain and underdrain manhole cleaning. WSD will supply a meter and locks for the Backflow Protection Arrangement.

- (e) The Contractor is permitted to turn approved hydrants on and off provided the Contractor has received training by the Water Services Division and the turn-ons and turn-offs are done in the presence of the Contract Administrator.
- (f) Hydrants approved for use shall be considered to be "in the Contractor's control" from the time the City has turned the hydrant on until the Contractor has notified the City the hydrant is no longer being used and the meter box has been removed.
- (g) Between November 1 and April 30 of any year the Contractor shall take all necessary precautions to prevent freezing of hydrants and related appurtenances for hydrants in their control and shall be responsible to pump out hydrants turned off by Emergency Services. Heating and hoarding of hydrants will be required by the Contractor. All costs associated with heating and hoarding shall be included in the price of "Underdrain Cleaning" and no separate measurement or payment will be made.
- (h) If a hydrant or appurtenance is damaged due to freezing or improper turn-on or turn-off procedures while in the Contractor's control, WSD will assess the damage and determine if WSD will repair the damage or if the Contractor will be responsible to repair the damage. Costs for repairs completed by WSD will be deducted from payments owing the Contractor. Repairs completed by the Contractor will be at the Contractor's expense.
- (i) Erect and maintain signage (bump signs) warning oncoming traffic of hose crossings to the satisfaction of the Contract Administrator and the Manual of Temporary Traffic Control. Construct ramps as shown on attached Drawing D-8211.
- (j) Direct hook-up of sewer flushing equipment to a hydrant is not permitted unless approved by the Contract Administrator
- (k) WSD may instruct the Contractor to make other arrangements for hydrant turn-ons and turn-offs.

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

E4. SERVICES

E4.1 The Contractor shall provide cleaning and inspection of the Branch I Aqueduct Underdrain system to establish condition ratings and service grades for the approximately 18.6 km of previously uninspected 150mm to 300mm diameter underdrains and associated inspection chambers using cleaning equipment and CCTV pipe inspection technology. Further investigative actions will be required to determine the configuration and location of the underdrain network that are presently unknown (listed in E6.20).

E5. SITE CONDITIONS

E5.1 The City of Winnipeg is located near the geographic center of North America. The City's geographical location results in highly variable seasonal temperatures that may affect construction. During the winter, ground freezes to about 2.5m depth and the impact of low temperatures must be considered for construction methods, equipment operation, and rates of production. It is anticipated that an output of 550m per day of underdrain inspections shall be completed in the field, coded, and post processed.

E5.2 The Contract Administrator shall communicate to the Proponent, in good time during the Contract, all other City and third-party projects or events that may occur in the area and concurrent to the Work. The successful Proponent will be required to adjust the cleaning and inspection program and operations away from the affected locations as necessary.

E6. THE UNDERDRAIN SYSTEM AND EXISTING CONDITIONS

- E6.1 The underdrain pipe consists of vitrified clay tile with diameters of 150mm, 200mm, 250mm, and 300mm with bell and spigot ends. Some perforated or solid polyvinylchloride (PVC) may be encountered in repair areas. Joints have no gaskets and provide the avenue for groundwater to enter the pipe as per the design intent. The underdrain pipes are located adjacent to the Branch I Aqueduct as a means of lowering the local water table to protect the Aqueduct from sulphate attack.
- E6.2 Pipe barrel lengths are estimated to be:
- (a) 0.63m (2 feet) for 150mm diameter pipe and
 - (b) 0.77m (2.5 feet) for 200mm diameter pipe.
- E6.3 The underdrain is located either on a single side (either north or south side) or on both sides of the Branch I Aqueduct.
- E6.4 From Appendix A, the distance between manholes is summarized by number of underdrain segments (manhole to manhole) having a total of 167 segments as follows:
- (a) 476m, 1 segment
 - (b) 200m to 300m, 10 segments
 - (c) 100m to 200m, 92 segments
 - (d) Less than 100m, 64 segments
- E6.5 The smallest underdrain manhole diameter is 750mm.
- E6.6 A cleaning component will allow the removal of roots that may inherently enter from the open joints or perforations however care will be required to limit soil migration from flushing activity disturbances.
- E6.7 Outlets include:
- (a) Outfalls to watercourses with no gates; and
 - (b) Sewer system pipes with flap gates.
- E6.8 The underdrain system is located within City of Winnipeg right-of-way.
- E6.9 In Appendix A under the column entitled ACCESS, locations are labelled as:
- (a) ON ROAD where access is from an immediately adjacent road surface (urban environment),
 - (b) OFF ROAD where access is from railway track (rural environment), and
 - (c) PRIVATE – ON ROAD or PRIVATE – OFF ROAD where notification and/or coordination with neighbouring or existing land users will be required (further described in E6.12).
- E6.10 From Logan Avenue to Lagimodiere Boulevard the underdrain is in an urban environment along street alignments (Map 01 to 11).
- E6.11 From Lagimodiere Boulevard to the west embankment of the Red River Floodway access is limited to crossroads and the adjacent GWWD Railway (Map 11 to 22). The underdrain manholes are approximately 10m south of the rail line. The railway extends from Plinguet Street at Dawson Road (City's St. Boniface Rail Yard) to the Red River Floodway (and beyond to the Shoal Lake Aqueduct Intake).
- E6.12 Portions of the Branch I Aqueduct right-of-way adjoin private property or occupy City land that will require notification and/or coordination with these land users when working at these locations. The Contractor is to notify the Contract Administrator within their schedule when the work is to be inspected. The Contract Administrator will contact these agencies to communicate the Contractors schedule of work, which include:

Map Number	Location	Asset Number	
		Underdrain	Underdrain Manhole
Map 02	National Microbiology Laboratory Arlington Street at Pacific Avenue	AQ-U00000428	
		AQ-U00000430	UMH103-0063
		AQ-U00000431	UMH103-0195
Map 08	St. Boniface Rail Yard and Shops City of Winnipeg Plinguet Street at Dawson Road	Uncharted	
		AQ-U00000178	UMH118-0107
		AQ-U00000394	UMH118-0256
		AQ-U00000395	UMH119-0003
		AQ-U00000181	

- (a) The land next to the National Microbiology Laboratory (Map 02) is vacant industrial land that is fenced with bollards and chains. The St. Boniface Rail Yards are fenced property requiring access permission.

E6.13 Further to E6.11, underdrain manholes will be accessed from the GWWD Railway using hi-rail equipment from Dawson Road to the Red River Floodway. Various unmade side roads do exist depending on location having limited access. Work conducted along the GWWD shall have a City of Winnipeg Aqueduct and Railway Representative presence at all times unless deemed unnecessary by the City Dispatcher. If the Contractor presents a suitable plan to access the manholes by travelling adjacent to the Aqueduct without travelling on the Aqueduct or Aqueduct berm this will be considered as an option and subject to approvals by the Contract Administrator. The Aqueduct in the urban/industrial environment from Dawson Road to east of Lagimodiere Boulevard (UMH125-0290) could be accessed by ground vehicles instead of hi-rail vehicles. The industrial to rural environment east of Lagimodiere Boulevard is considered accessible by rail only, particularly since reduced pipe cover on the Branch I Aqueduct precludes the use of any vehicle travelling on the Aqueduct berm which further restricts access to only one side of the Aqueduct.

- (a) Contact details for GWWD Dispatch is:

(i) Leona Serceau, Tel: (204) 986.4175
Email: lserceau@winnipeg.ca

E6.14 The Contractor will require training to operate hi-rail equipment on the GWWD Railway. One City staff person will be with the Contractor when working in the City right-of-way next to the rail line. Arrangements shall be made at least three (3) days in advance of notification by the Contractor to have the City staff available and to coordinate with other train traffic. The City staff will be the communication liaison and work regular hours from 08:00 to 16:00 hours from Monday to Friday though additional support hours can be provided upon request. Trains travel typically 3 days per week from St. Boniface Yards to the water treatment plant.

E6.15 Further to E6.13, the City of Winnipeg Aqueduct and Railway Representative could allocate a fifty (50) foot flat deck railcart, having a load capacity of approximately one hundred and sixty (160) thousand pounds (lbs) with the ability to load a vehicle(s) via a forty (40) inch high loading ramp with use of a locomotive. It is the Contractors responsibility to arrange with the railyard the use of this mode of transportation and site mobilisation as availability of said locomotive may be limited and dependant upon City of Winnipeg work schedules.

E6.16 The Contractor will be required to sign a waiver of liability, and assumption of risk agreement, prior to operating their equipment on the GWWD railway. The waiver of liability is included within Appendix B.

E6.17 The Contractor will be required to sign a waiver of liability, and assumption of risk agreement for use of City of Winnipeg equipment use as per E6.15, prior to their equipment mobilisation on the GWWD railway. The waiver of liability is included within Appendix B.

- E6.18 A desktop survey determined an approximate number of bends for each underdrain segment and is noted within Appendix A; the proponent may use this information when determining fees based on a proportionate level of effort required to inspect each underdrain segment.
- E6.19 Further to E6.16 the underdrain system exhibits acute tees and bends that will require inspection tools to allow lateral inspections from the main line underdrain and are (listed by map number):

Map Number	Lateral Asset Number	Main Line Asset Number	Street Name / Intersection	Protected Asset
Map 01	AQ-U00000380	AQ-U00000411	Logan Avenue North of Yeomans Street	Chamber
	AQ-U00000031	AQ-U00000051	Yeomans Street at Alexander Avenue	Thrust Block
	AQ-U00000027	AQ-U00000418	McPhillips Street at Alexander Avenue	
	AQ-U00000028	AQ-U00000420	McPhillips Street at Pacific Avenue	
	AQ-U00000032	AQ-U00000421	Pacific Avenue East of McPhillips Street	
Map 02	AQ-U00000034	AQ-U00000428	Pacific Avenue West of Arlington Street	Chamber
	AQ-U00000035		Arlington Street at Pacific Avenue	
	AQ-U00000105	AQ-U00000434	Pacific Avenue East of Tecumseh Street	
	AQ-U00000106			
Map 03	AQ-U00000038	AQ-U00000438	Pacific Avenue East of Sherbrook Street	
	AQ-U00000115			
	AQ-U00000077	AQ-U00000086	Pacific Avenue East of Isabel Street	
Map 04	AQ-U00000100	AQ-U00000099	Pacific Avenue East of Princess Street	
	AQ-U00000121	AQ-U00000441	King Street at Pacific Avenue	
	AQ-U00000126			

- E6.20 The underdrain system also exhibits outfalls that will require containment and removal of contaminated sediments and debris as per E7.1.4 and are (listed by map number):

Map Number	Asset Number
Map 05	AQ-U00000371
Map 07	AQ-U00000388
Map 22	AQ-U00000366

- E6.21 Areas of investigation will also be required and are (listed by map number):

Map Number	Asset Number	Location Description
Map 01	AQ-U00000421	Offtake on Pacific Avenue East of McPhillips Street. Located 54m west of UMH102-0133. Assess if this is an active connection.
Map 04	AQ-U00000441	Locate cross over from north to south side of Aqueduct near intersection of Pacific Avenue and King Street. Locate diameter change from 150mm to 200mm east of Main Street.
Map 05	AQ-U00000371	Locate outfall alignment on Red River at Rue Tache leading from Tache Surge Tower.

Map Number	Asset Number	Location Description
	AQ-U00000373	Confirm combined sewer connection at Rue Tache and Rue Hebert has since been cut off.
Map 07	AQ-U00000174	Determine if connection exists with combined sewer at manhole in intersection of Archibald Street and Notre Dame Street. Previous inspection of this manhole revealed a connection which is believed to be to the underdrain.
	AQ-U00000448 AQ-U00000481	Locate dead end on McTavish Street.
Map 08	AQ-U00000391	Locate outfall alignment at Seine River on Plinguet Street.
	AQ-U00000454	Uncharted underdrain entering west end of St. Boniface Yards.
	AQ-U00000178 AQ-U00000394 AQ-U00000395 AQ-U00000181 AQ-U00000399 AQ-U00000400	Determine underdrain configuration at St Boniface Yards and bypass around St Boniface Yards (Dawson Road and Plinguet Street).

E7. UNDERDRAIN AND ASSOCIATED MANHOLE CLEANING

E7.1 This specification amends and supplements specification CW 2140.

E7.1.1 Further to Clause 3.5.3, the Contractor shall remove 95% of all loose floating, solid or semi-solid debris for all pipes included on this Contract.

E7.1.2 Nozzle pressure shall be set to a value that effectively cleans the pipe barrel and un-gasketed pipe joints without removing soil backfill (creating voids) surrounding the underdrain exterior. Pressures used for cleaning shall not exceed 10,000 kPa (1500 psi) or pressures that could erode external pipe soil support. The underdrain functions by allowing sulphate laden groundwater to enter the pipe through the un-gasketed joints. Cleaning of the joints is beneficial for efficient groundwater ingress, however care shall be taken in order to prevent damage to the underdrain pipe or deposition of silts into the watercourse.

E7.1.3 Further to E3, only De-chlorinated water shall be used in the cleaning of the Underdrain Outfalls where water is at risk of discharging to the watercourse. The Contractor shall be responsible for providing De-chlorinated water; water neutralisation may be accomplished using the following:

- (i) Ground (or Well) Water,
- (ii) Sodium Ascorbate,
- (iii) or Vita-D-Chlor TM by Integra Chemical or similar.

E7.1.4 Further to E7.1.2, a contamination mitigation plan shall be submitted by the Contractor to the Contract Administrator for approvals prior to cleaning and inspection of the Underdrain Outfall pipes where contaminated sediments and debris, that is at risk of deposition to any watercourse, shall be captured by use of bags, damming or similar mitigative measures.

E7.1.5 Cleaning of the underdrain and manholes not meeting E7 requirements shall be rejected. The Contract Administrator shall instruct the Contractor to remobilize, reclean and reinspect the asset as per the specifications to the satisfaction of the Contract Administrator unless the Contractor can demonstrate site limitations and conditions that prevent adequate cleaning. Additional costs incurred by the Contractor associated with the recleaning and reinspection shall be the responsibility of the Contractor. Accepted cleaning and corresponding inspection shall be paid as per CW2140.

E8. MISCELLANEOUS UNDERDRAIN CLEANING

- E8.1 Miscellaneous underdrain cleaning is deemed additional efforts in excess of the requirements set out in CW2140 and E7. Perform Miscellaneous Underdrain Cleaning only as required by the Contract Administrator.
- E8.2 Clean underdrain and other unforeseen locations using all equipment, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work.
- E8.3 Miscellaneous underdrain cleaning will be measured on a time basis and paid for at the Contract Unit Price for “Miscellaneous Underdrain Cleaning”. The amount to be paid will be the total number of hours spent cleaning Miscellaneous Underdrains and other miscellaneous locations in this Contract, accepted and measured by the Contract Administrator. Time spent for debris disposal and mobilization/demobilization to and from the site will be included in the Contract Unit Price for “Miscellaneous Underdrain Cleaning”.

E9. MISCELLANEOUS MANHOLE CLEANING

- E9.1 Miscellaneous manhole cleaning is deemed additional efforts in excess of the requirements set out in CW 2140 and E7. Perform Miscellaneous Manhole Cleaning only as required by the Contract Administrator.
- E9.2 Clean manholes using all equipment, personnel, traffic control and supporting vehicles, activities and operations employed in the performance of the Work.
- E9.3 Miscellaneous manhole cleaning will be measured on a unit basis and paid for at the Contract Unit Price for “Miscellaneous Manhole Cleaning”. The amount to be paid will be the total number of Miscellaneous Manholes cleaned in this Contract, accepted and measured by the Contract Administrator. Time spent for debris disposal and mobilization/demobilization to and from the site will be included in the Contract Unit Price for “Miscellaneous Manhole Cleaning”.

E10. UNDERDRAIN INSPECTION

- E10.1 This specification amends and supplements specification CW 2145.
 - E10.1.1 Replace Section 3.4.2 with:
 - (a) Inspection shall be performed by certified operators in accordance with the National Association of Sewer Service Companies (NASSCO) having attained and retained their “Pipeline Assessment Certification Program” (PACP) and “Manhole Assessment Certification Program” (MACP) certification.
 - E10.1.2 Replace Section 3.5.1 with:
 - (a) Perform underdrain condition coding in accordance with the requirements of the NASSCO PACP and to version 7.0.0 of the manual or greater in general accordance with E10.1.1 of this specification and with the following additional requirements.

Pipe Header Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
General Information	1	Surveyed By (<i>Operator / PACP User Name</i>)	Yes	Yes
	2	Certificate Number	Yes	Yes
	3	Reviewed By	No	No
	4	Reviewer Certificate Number	No	No
	5	Owner	No	Yes
	6	Customer	No	Yes
	7	P/O Number (<i>Contract No.</i>)	No	Yes
	8	Work Order	No	Yes

Pipe Header Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
	9	Media Label	No	Yes
	10	Project	No	Yes
	11	Date	Yes	Yes
	12	Time	No	Yes
	13	Sheet Number	Yes	Yes
	14	Weather	No	Yes
	15	Pre-Cleaning	Yes	Yes
	16	Date Cleaned	No	No
	17	Flow Control	No	No
	18	Purpose of Survey	No	Yes
	19	Direction of Survey	Yes	Yes
	20	Inspection Technology Used	No	Yes
	21	Inspection Status	Yes	Yes
	22	Consequence of Failure	No	No
23	Pressure Value	No	No	

Location	24	Drainage Area	No	Yes
	25	Pipe Segment Reference (<i>Asset ID</i>)	No	Yes
	26	Street (<i>Name and Number</i>)	Yes	Yes
	27	City	Yes	Yes
	28	Location Code	No	Yes
	29	Location Details	No	Yes

Pipe	30	Pipe Use	Yes	Yes
	31	Height (<i>Diameter</i>)	Yes	Yes
	32	Width	Yes	Yes
	33	Shape	Yes	Yes
	34	Material	Yes	Yes
	35	Lining Method	No	No
	36	Coating Method	No	No
	37	Pipe Joint Length	No	Yes
	38	Total Length (<i>Steel Tape Measurement</i>)	No	Yes
	39	Length Surveyed	No	Yes
	40	Year Constructed	No	No
	41	Year Renewed	No	No

Measurements	42	Upstream MH No.	Yes	Yes
	43	Upstream MH Rim to Invert	No	No
	44	Upstream MH Rim to Grade	No	Yes
	45	Upstream MH Grade to Invert	No	No
	46	Upstream MH Northing	No	No

Pipe Header Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
	47	Upstream MH Easting	No	No
	48	Upstream MH Elevation	No	No
	49	Downstream MH No.	Yes	Yes
	50	Downstream MH Rim to Invert	No	Yes
	51	Downstream MH Rim to Grade	No	No
	52	Downstream MH Grade to Invert	No	No
	53	Downstream MH Northing	No	No
	54	Downstream MH Easting	No	No
	55	Downstream MH Elevation	No	No
	56	MH Coordinate System	No	No
	57	MH Vertical Datum	No	No
	58	GPS Accuracy	No	No
	59	Additional Information	No	Yes*

Yes* - when required.

- E10.1.3 Further to Section 3.7.4, operators failing to provide copies of their NASSCO certification and / or meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the Contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the NASSCO PACP and MACP version 7.0.0 of the manual or greater.
- E10.1.4 Further to Section 3.13, a paper or “hard copy” of the inspection report is not required and the following digital format submissions shall be provided:
- The Contractor shall maintain backup copies of all digital video and inspection data submissions for the duration of the Warranty Period as stated in C13.
 - The Contractor shall provide at least three (3), 2.5-inch portable hard disk drives (HDD), complete with all operating software, power adaptors and USB cables, delivered on a weekly rotation exchange that contains completed underdrain and manhole inspection video with viewing software and underdrain and underdrain manhole condition coding data to the Contract Administrator. Underdrain and underdrain manhole condition coding shall be submitted as a PACP.mdb and MACP.mdb files, accordingly. Retained HDD’s will be returned at the bi-weekly meeting.
 - The Contractor shall supply separately two (2) duplicated, 2.5-inch portable HDD’s, complete with all operating software, power adaptors and USB cables, containing all video inspections, post processed Multi-Sensor inspection data, inspection PACP and MACP defect coded reports and coding data to the City upon completion of the project.
 - The Contractor shall supply separately one (1) set of archival grade digital versatile discs, DVD-R format in accordance with Section 3.11.1 of CW2145 to the City upon completion of the project.
 - All HDD’s shall be sized appropriately to accommodate all above mentioned files and have dual USB 3.0 (preferable) and (a minimum) USB 2.0 compatibility with a minimum data transfer rate of 480 MB/s.
- E10.1.5 The Contract drawings are based on information contained in the City’s GIS database. If the Contractor has trouble interpreting the drawings, or if they believe them to be wrong, the Contract Administrator shall be approached for assistance and or clarification.
- The Contractor shall assist the Contract Administrator in making any required measurements for the correction of errors found on the Drawings.

E10.1.6 Replace Clause 3.16.1 with:

Measure the distance between the centre of the start and finish manholes on the ground surface above the underdrain to the nearest 0.01 of a metre using a survey grade ISO 16331-1:2012(E) approved outdoor laser distance measurer capable of attaining 150m minimum steel tape distance, or alternative measuring methods approved by the Contract Administrator, before beginning the underdrain inspection. The centre of the manhole will be based on the centre of the manhole cover regardless of the manhole configuration.

E10.1.7 Further to Clause 3.17.7.8:

Tap observation distances must occur at the centre of the tap and the side periphery. To determine use and deficiencies of the tap, the camera must continue to travel, camera centred in the perspective view (to capture other observations), to stop perpendicular to the tap and pan so that the camera can view directly into the barrel of the lateral, to enable the inspector to apply modification and descriptor codes to the tap as necessary.

E10.1.8 Replace Clause 3.6 with:

- (a) Perform NASSCO MACP V7.0.0 or greater manhole condition Level 2 inspection and coding in general accordance with E10.1.1 of this specification and with the following additional requirements.

The following fields shall be used when completing the “Header” details in the manhole inspection header form. By default, Field 5 the “Owner” is City of Winnipeg and Field 6, the “Customer” will be the Contract Administrator, AECOM.

Field 38 - 43 data shall be collected using a hand-held GPS device to achieve Nearest (N) or sub-meter (M) accuracies dependent upon available satellite coverage.

Manhole Header Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
General Information	1	Surveyed By (Operator / MACP User Name)	Yes	Yes
	2	Certificate Number	Yes	Yes
	3	Reviewed By	No	No
	4	Reviewer Certificate Number	No	No
	5	Owner	No	Yes
	6	Customer	No	Yes
	7	P/O Number (Contract No.)	No	Yes
	8	Work Order	No	Yes
	9	Media Label	No	Yes
	10	Project	No	Yes
	11	Date	Yes	Yes
	12	Time	No	Yes
	13	Sheet Number	Yes	Yes
	14	Weather	No	Yes
	15	Pre-Cleaning	Yes	Yes
	16	Date Cleaned	No	No
	17	Purpose of Survey	Yes	Yes
	18	Inspection Level	Yes	Yes
	19	Inspection Status	Yes	Yes
	20	Consequence of Failure	No	No

Manhole Header Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
Location	21	Drainage Area	No	Yes
	22	Manhole/Access Point Number (Asset ID)	Yes	Yes
	23	Street (Name and Number)	Yes	Yes
	24	City	Yes	Yes
	25	Location Code	Yes	Yes
	26	Surface Type	Yes	Yes
	27	Inflow Potential from Runoff	No	No
	28	Location Details	No	Yes
Manhole	29	MH Use (Use of Access Point/Structure)	Yes	Yes
	30	Access Type	Yes	Yes
	31	Year Constructed	No	No
	32	Year Renewed	No	No
	33	Evidence of Surcharge	Yes	Yes
Measurements	34	Rim to Invert (Outgoing)	Yes	Yes
	35	Rim to Grade (Outgoing)	Yes	Yes
	36	Grade to Invert (Outgoing)	Yes	Yes
	37	Rim to Grade Exposed	No	No
	38	Northing (Y Coordinate)	No	Yes
	39	Easting (X Coordinate)	No	Yes
	40	Elevation (Z Coordinate)	No	Yes
	41	Coordinate System (Nearest Meter)	No	Yes
	42	Vertical Datum (Elevation)	No	Yes
	43	GPS Accuracy	No	Yes
	44	Additional Information	No	No

(b) The following fields shall be used when completing the “Manhole Component Observation Section” details in the manhole component observation form.

Manhole Component Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
Cover	45	Cover Type	Yes	Yes
	46	Cover Shape	Yes	Yes
	47	Cover Size	Yes	Yes
	48	Centre Cover Size	No	No
	49	Cover Size Width	Yes	Yes
	50	Cover Material	Yes	No
	51	Hole Diameter (Vent)	Yes	No
	52	Hole Number (Number of Vent Holes)	Yes	No
	53	Cover Bearing Surface Diameter	Yes	No
	54	Cover Bearing Surface Width	Yes	No

Manhole Component Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
	55	Cover/Frame Fit	Yes	Yes
	56	Cover Condition	Yes	Yes
Cover Insert	57	Insert Type	Yes	No
	58	Cover Insert Condition	Yes	No
Manhole Cover Adjustment Ring	59	Adjustment Ring Type	Yes	Yes
	60	Adjustment Ring Material	Yes	Yes
	61	Ring Condition (Adjustment Ring)	Yes	Yes
	62	Adjustment Ring Height	No	No
Frame	63	Frame Material	Yes	Yes
	64	Frame Bearing Surface Width	Yes	No
	65	Frame Bearing Surface Depth	Yes	No
	66	Frame Clear Opening Diameter	Yes	No
	67	Frame Clear Opening Width	Yes	No
	68	Frame Condition	Yes	Yes
	69	Seal Condition	Yes	Yes
	70	Frame Offset Distance	Yes	Yes
	71	Frame Seal Inflow	Yes	Yes
	72	Frame Depth	No	No
Chimney	73	Chimney Present	Yes	Yes
	74	Chimney First Material	Yes	Yes
	75	Chimney Second Material	No	No
	76	Chimney I/I	No	No
	77	Chimney Clear Opening	No	No
	78	Chimney Depth	Yes	Yes
	79	Chimney Lining Interior (Coating)	No	No
	80	Chimney Lining Exterior (Coating)	No	No
	81	Chimney Condition	Yes	Yes
Cone	82	Cone Type	Yes	Yes
	83	Cone Material	Yes	Yes
	84	Cone Depth	Yes	Yes
	85	Cone Lining Interior	No	No
	86	Cone Lining Exterior	No	No
	87	Cone Condition	Yes	Yes
Wall	88	Wall Diameter (Length)	No	No
	89	Wall by Size (Width)	No	No
	90	Wall Material	Yes	Yes
	91	Wall Depth	Yes	Yes
	92	Wall Lining Interior (Coating)	No	No

Manhole Component Section	Field No.	Field Name	NASSCO Mandatory	REQUIRED (Yes / No)?
	93	Wall Lining Exterior (Coating)	No	No
	94	Wall Condition	Yes	Yes
Bench	95	Bench Present	Yes	Yes
	96	Bench Material	Yes	Yes
	97	Bench Lining (Coating)	No	No
	98	Bench Condition	Yes	Yes
Channel	99	Channel Installed	Yes	Yes
	100	Channel Material	Yes	Yes
	101	Channel Type	Yes	Yes
	102	Channel Exposure	Yes	Yes
	103	Channel Condition	Yes	Yes
Manhole Steps	104	Step Number	Yes	Yes
	105	Step Material	Yes	Yes
Additional Component Information	106	Additional Component Information	No	Yes*
Pipe Connections	107	Pipe Number	Yes	Yes
	108	Clock Position	Yes	Yes
	109	Rim to Invert	Yes	Yes
	110	Direction	Yes	Yes
	111	Material	Yes	Yes
	112	Shape	Yes	Yes
	113	Height (Diameter)	Yes	Yes
	114	Width	Yes	Yes
	115	Pipe Condition	Yes	Yes
	116	Pipe Seal Condition	Yes	Yes
	117	Pipe Type	Yes	Yes
	118	Structure ID (Pipe/Lateral Segment Reference)	No	No
119	Pipe Comments	No	No	

Yes* - when required.

(c) Record place names in accordance with Clause 3.9.4 of CW 2145.

E10.1.9 The underdrain inspected distance shall represent the distance from the center of the start to the center of the end manhole, access or control structure unless incomplete as per Clause 3.19.2 of CW 2145.

E10.1.10 Further to Clause 3.19.2 of CW 2145, incomplete inspections for underdrain and manhole inspections shall be communicated via the SharePoint Site under the "Incomplete Inspections" page, indicating the date and time of the attempt, reasoning, efforts and actions set out by Section 3.19 of CW 2145. This will be reviewed with the Contract

Administrator on a weekly basis for City, Contract Administrator and/or Contractor action to remedy the incompleteness for the goal of completing a full inspection.

- E10.1.11 Further to Clause 3.19.2 of CW 2145, incomplete Surveys that are due to GIS error reporting shall also be communicated via the SharePoint Site under the “GIS Error - Merged Assets” and “GIS Error – All Others” indicating which host underdrain was used for the inspection, detailing all other assets that are merged into the host inspection. Supportive sonde data or findings to be provided as instructed by the Contract Administrator.
- E10.1.12 Further to Clause 3.19.2 of CW 2145, manholes identified being in a surcharged environment (standing water) shall be communicated via the SharePoint Site under the “Manholes of Concern” page, indicating the issues observed in the inspection. Incomplete manhole inspections will not be communicated within the “Manholes of Concern” page.
- E10.1.13 Further to Clause 3.22.1 of CW 2145, by design the underdrain system collects ground water where infiltration observations shall be made within the PACP report. Observed excessive infiltration, believed to be from a watermain break or similar, shall be communicated via the SharePoint Site under the “Water Infiltration” page, providing asset number, location, date and time of the observation, description with attached screen captures to help facilitate Section 3.19 of CW 2145.
- E10.1.14 Submittals
- (a) In-pipe Inspection Emergency Plan
- (i) The Contractor shall submit an Emergency Plan that outlines proposed methods for recovering in-line inspection equipment that has become lodged, lost or uncontrollable within the underdrain network. The Contractor must consider the risk relating to retrieving the camera from the underdrain located adjacent to the Branch I Aqueduct. For information, the Contractor’s attention is called to Section 4.7 of CW 2145.
- (ii) The Contractor must understand the Branch I Aqueduct is a critical component of the City of Winnipeg Water Supply System and work to the underdrain system that is in close proximity to the Aqueduct. Any excavations shall be undertaken by the City’s chosen excavation contractor, having an abundance of caution as inadvertent damage caused to the Aqueduct would likely have catastrophic consequences. Further to Section 3.21.2, equipment retrieval may extend beyond 48 hours until such time it is safe to retrieve, therefore the Inspection Contractor must be prepared to have additional equipment in order to continue inspections without further delay.

E11. UNDERDRAIN INSPECTION EQUIPMENT

E11.1 Underdrain Inspection Equipment

- E11.1.1 Rubber tired vehicles shall be used for inspection in the urban environment where the underdrain manholes are directly adjacent to a road.
- E11.1.2 Hi-rail vehicles shall be used in the rural environment where underdrain manholes are accessible from the GWWD Railway track as described in E6.13 unless otherwise proposed by the Contractor. The following vehicles may be mounted on a hi-rail platform (and any other required vehicles):
- (i) High pressure flusher cleaning vehicle;
- (ii) Vacuum vehicle;
- (iii) Camera vehicle; and
- (iv) Support vehicle.
- E11.1.3 In-line underdrain inspection equipment shall comprise a self-propelled track-mounted platform having pan and tilt as well as sonde technologies to measure X, Y, Z location for all locations and particularly for investigation areas listed in E6.20 to support GIS corrections as per E10.1.11. The equipment shall have the capability to maneuver acute

bends within small diameter pipe and can undertake simultaneous remote inspection in underdrains of 150 mm to 300 mm diameter ranges.

- E11.1.4 In areas where a self-propelled track-mounted platform is not possible to use during the inspections, the same camera head shall be used and propelled using a push camera or “see-snake” with sufficient guidance brushes, train rollers or pivot mounted arms to maximize inspection distances. Lateral launch mainline cameras would also benefit in-line lateral inspections as identified within the drawings and “as-builts” and for locations listed in E6.16. The Contractor shall provide a breakdown of all inspection technologies with means and methods to maximize inspection distances as stated in E11.2.1(b).

E11.2 In-Line Inspection Platform

- E11.2.1 Minimum requirements of the in-line inspection platform that meets the intent of B17.6, that include:

- (a) Independently controlled drive tracks that enable the platform to manoeuvre around bends and climb over debris up to 50mm in height.
- (b) Operable under partially or fully submerged flow conditions, for distances up to 500m upstream or downstream from a single access point.
- (c) Operable in underdrains of various cross-section and constructed of standard pipe materials including:
 - (i) Vitrified clay (predominant pipe material);
 - (ii) PVC (located in repair sections);
 - (iii) Brick;
 - (iv) Concrete;
 - (v) High density polyethylene (HDPE); and
 - (vi) Steel.
- (d) Tethered to facilitate extraction of the platform from the underdrain, without causing damage to the underdrain infrastructure, in the event the equipment fails or otherwise becomes uncontrollable within the underdrain.
- (e) Equipped with sufficient high intensity lighting to illuminate the underdrain for visual inspection at the widest horizontal viewing angle and the pipe’s side periphery.

E11.3 In-Line Inspection Sensors / Technologies

- E11.3.1 Minimum requirements of the inspection sensors / technologies that meets the intent of B17.6, that include:

- (a) CCTV Video Inspection
 - (i) Equipment shall conform to CW 2145, except as modified herein.
 - (ii) Equipment shall be capable of continuously capturing digital video from first generation recordings with no frame loss, regardless of the progression of the inspection.
 - (iii) Equipment shall be used to acquire continuous digital video images of the underdrain for the entire length being inspected.
 - ◆ Perform underdrain condition coding in accordance with the requirements of the NASSCO PACP V7.0.0 or greater.
 - ◆ Perform condition coding using operators who are certified in accordance with the National Association of Sewer Service Companies (NASSCO) having attained and retained their “Pipeline Assessment Certification Program” (PACP) certification.
 - ◆ Ensure each operator is fully trained in all aspects of sewer or underdrain inspection and capable of making accurate observations and recording all conditions that may be encountered in the underdrains.

- ◆ Operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the NASSCO PACP V7.0.0 manual or greater.
- ◆ Incorporate a suitable distance-reading device to measure the location of the equipment in the pipe, to an accuracy of $\pm 0.5\%$ of the length of the inspection.

E12. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

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

E13. NOTICE TO RESIDENTS

- E13.1 On the request of the Contract Administrator, Notices to Residents may be requested to be issued if illegal connections are discovered during the Contract, where:
- E13.2 Further to CW 2140 Section 3.5, 3.16, and CW 2145, the Contractor shall deliver notices provided by the Contract Administrator to residents on the affected underdrain lines by 16:00 hours 2 days prior to the use of flushing equipment for either underdrain cleaning or underdrain inspection.
- E13.3 The notices will be in effect for a 3-day period which the Contractor will indicate with dates stamped on the envelope. The Contractor shall make every effort to complete the affected underdrain lines within the notification window.
- E13.4 The Contractor shall update the project SharePoint site, under the “Notices to Residents” page, for each day on which letters to residents were delivered. Access and initial training to the project SharePoint site will be provided by AECOM. SharePoint will be used for project information sharing purposes as specified in E16.
- E13.5 All costs associated with delivering notices shall be included in the price bid for “Underdrain Cleaning” and “Underdrain Inspection” and no separate measurement or payment will be made.

E14. DAMAGE TO CITY AND PRIVATE PROPERTY

- E14.1 All damage to City and private property caused by cleaning or inspection operations is the responsibility of the Contractor. The Contractor shall repair all damaged property to the satisfaction of the Contract Administrator. All costs associated with these repairs shall be at the Contractors own expense.
- E14.2 Notify the Contract Administrator immediately when damage to property occurs.
- E14.3 The Contractor shall provide written reports to the Contract Administrator for each property attended for investigation of damage. Reports shall include photographs of all damage, dates and times, verbal or written agreements with property owner and all actions taken or proposed to rectify the damage. Reports shall be submitted to the Contract Administrator within 24 hours of attending the property.
- E14.4 Underdrains may be located where no paved access exists. It will be the Contractors responsibility to identify these underdrain locations and arrange for access and to restore any surface damage to the satisfaction of the Contract Administrator
- E14.5 By design the underdrain is separate to the sewer network however illegal cross connections could be present. The Contractor shall notify the Contract Administrator of any such illegal connections immediately where E13 could be initiated.
- E14.6 Sewer backup or “blow-back” on private property resulting from cleaning or inspection activities is therefore possible, but is not acceptable, and shall be avoided at all costs. It is expected that where this possibility exists the Contractor shall take appropriate measures such as making modifications to cleaning equipment and/or taking additional time to clean such underdrains.
- E14.7 In the event “blow-back” has occurred:
- E14.7.1 Clean-up of the affected residences shall be done by cleaning professionals. Under no circumstances are cleaning equipment operators to enter residences unless they are neat and presentable, and the Contract Administrator has received a Criminal Record Search for that individual.
- E14.7.2 Where actual sewage or “grey water” has flooded private property, the Contractor shall immediately clean and disinfect all affected areas as well as flush all weeping tile. The Contractor shall immediately hire an independent IICRC certified water damage or flood restoration contractor to assess any damage to contaminated building materials such as

drywall, insulation, carpets, weeping tile or sub-floors, and immediately make any required repairs.

E14.7.3 If a residence is uninhabitable as a result of underdrain back-up the Contractor shall pay for reasonable hotel accommodations and meals for all affected residents.

E14.8 The Contractor shall provide the Contract Administrator with a local 24-hour contact number to arrange for immediate clean-up and repair of private property.

E15. DIGITAL PANORAMIC MANHOLE INSPECTIONS

E15.1 Notwithstanding CW 2145, inspect manholes using digital panoramic manhole inspection system such as the IBAK PANORAMO SI, or equivalent meeting the following criteria:

- (a) The inspection camera system must be 100% digital. Any analog or NTSC video camera will be deemed unacceptable.
- (b) Perform manhole condition coding in accordance with the requirements of the NASSCO MACP V7.00 or greater.
- (c) Perform condition coding using operators who are certified in accordance with the National Association of Sewer Service Companies (NASSCO) having attained and retained their "Manhole Assessment Certification Program" (MACP) certification.
- (d) Operators failing to meet the accuracy requirements on two occasions will not be permitted to code on the remainder of the contract until they can demonstrate to the Contract Administrator that they can code in accordance with the requirements of the NASSCO MACP V7.0.0 manual or greater.
- (e) The inspection camera system must have two independently or simultaneously controlled digital cameras, one facing in the downward direction and one facing in the upward direction. Each camera must have a minimum of 185-degree field of view.
- (f) The inspection camera system must provide sufficient illumination of the interior of the manhole to obtain proper exposure without introducing any motion blur. The light shall be positioned to distribute the light evenly onto the structure walls. The lighting must be able to illuminate manholes without the need of any auxiliary lighting having a recommended contrast set to less than 1.5.
- (g) The inspection system shall produce individual images or frames with no more than 0.001 inches (0.025mm) of movement during image or frame exposure to produce crisp, clear images. Inspections showing evidence of blurred, corrupt or erroneous imagery, scratched lenses or protective glass plate or similar due to poor handling and application shall be rejected.
- (h) The inspection camera must provide a minimum of 3000 lines of vertical resolution in the side view and a minimum of 500 lines in the perspective view.
- (i) Contractor is responsible for reviewing collected data, coding observations, however the City must have the ability to view the digital film file in the way that the contractor can view them, including full control of the virtual pan and tilt.
- (j) The digital film files will be captured to a "High Quality" setting that must include an unfolded view of the manhole with a minimum of 3000 lines of vertical resolution, providing all front, back and wrapped images that will be, at a minimum height and width of 1040x1040 pixels, to a resolution of 96 dots per inch. Latest 4k technologies will also be reviewed for acceptance.
- (k) The digital film files must include the capability to produce a three-dimensional representation of the manhole structure. This data shall be used to perform geometric measurements. This file shall be exportable to common CAD programs for further analysis.
- (l) The digital file files must include a distortion-free virtual pan and tilt allowing the review of the manhole structure from any angle from any depth. The virtual pan and tilt must be able to view 360 degrees in any direction. The virtual pan and tilt must

consist of views from the top and bottom camera, any virtual pan and tilts that artificially create this view from a single camera will be deemed unacceptable due to distorted images on the direct side view.

- (m) The virtual pan and tilt and unfolded views must be able to be viewable by the City with all the required software included.
- (n) The Contractor shall provide the database.
- (o) All chambers that exhibit weir wall or spill pipe weir levels as observed within the field or identified, but not limited to control structures or manholes identified within the Construction Drawings, must be recorded as an MGO and its measurement from manhole rim to weir crest recorded within the remarks field.
- (p) Further to Clause 3.11.5 provide file names within the 360Player.exe software, manholes to be in alpha numeric order to ensure efficient reference.
- (q) Manhole condition coding shall be submitted to the Contract Administrator as per E10.1.4(b).

E16. PROJECT INFORMATION SHARING

- E16.1 Project information sharing will be done using Microsoft SharePoint 2013, referred to herein as SharePoint. SharePoint is a web-based collaboration tool that allows designated users to view, upload, and edit information depending on permissions granted.
- E16.2 SharePoint will be used by all stakeholders (WWD, AECOM, and the Contractor) to effectively centralize and manage project information such as, but not limited to; Daily Reports, Weekly Reports, Progress Payments, Meeting Minutes, Schedule, Construction Progress, Alerts, Site Trouble Spots, Letters to Residents, Complaints Reporting, Urgent Repairs, Hydrant Locations, Notices to Residents, Incomplete Inspection Records, Water Infiltration Notification etc.
- E16.3 Access and permissions will be granted by AECOM as approved by WWD. Initial training and support on the use of SharePoint will be provided by AECOM.

E17. MANHOLES WITH LIMITED ACCESS

- E17.1 Manholes with limited access are defined as per E6.12.
- E17.2 Manholes with limited access are those that have different degrees of access issues, ranging from no vehicular access to full vehicular access. In addition, some manholes are located on private property and require coordination with the individual landowners to facilitate establishing access and, in some cases, may be subject to certain regulatory requirements while working on the owner's property (e.g. work within a railway right-of-way).
 - E17.2.1 While the City of Winnipeg has right of entry to all locations along the underdrain network, the Contractor shall comply with all regulatory requirements associated with work required to be carried out on all property not owned by the City of Winnipeg and all reasonable requests and requirements of private landowners.
 - E17.2.2 All coordination to establish access, for the performance of all Work, and for any restoration required post-inspection to re-establish conditions to a condition equal to or better than their pre-inspection condition shall be provided by the Contractor.
- E17.3 Any costs associated with establishing access to manholes (both limited access manholes and others), including any permits or fees associated with acquiring access, shall be the responsibility of the Contractor and shall be included in the Contractor's unit rates for underdrain and underdrain manhole inspections.

E18. PROJECT DELIVERABLES

- E18.1 CCTV Underdrain and Panoramo Manhole Inspections shall include the following information:

- (a) The Contractor shall submit formal NASSCO PACP and MACP compliant Underdrain (or read as Sewer as software limitations dictate) and Manhole Inspection Reports respectively, in digital (PDF) format, that summarizes all inspection activities and includes all inspection data in their raw format, along with any software viewing packages required to view or utilize the video and raw data as per E10.

E18.2 Provision of all hard disk drives as per E10.1.4(b).

E18.3 A report in response to the investigations requested as per E6.21, detailing all discoveries, having supportive and associated underdrain and manhole inspections, inspection reports, GIS corrections and conclusions.

E19. HAZARDOUS MATERIALS

E19.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Public Safety Verification Check **and** a Police Information Check as detailed below.

F1.1.1 The Public Safety Verification Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Public Safety Verification Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Public Safety Verification Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Public Safety Verification Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Public Safety Verification Check and/or Police Information Check.
 - (vii) The results of the Public Safety Verification Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Public Safety Verification Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Public Safety Verification Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Public Safety Verification Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Public Safety Verification Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Public Safety Verification Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Public Safety Verification Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Public Safety Verification Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Public Safety Verification Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.