



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 461-2021**

**MISCELLANEOUS SEWER CLEANING AND INSPECTIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MISCELLANEOUS SEWER CLEANING AND INSPECTIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 10<sup>th</sup>, 2021.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1(a).1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1(a).

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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 Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D23. Any such costs shall be determined in accordance with D23.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
  - (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3** In connection with its Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4** Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1** The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

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

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

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

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

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

- (a) 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/>).

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

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

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B14. IRREVOCABLE BID**

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

**B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

**B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

**B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Supply of Services*, 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 the cleaning and/or inspection of various diameter sewers and other miscellaneous cleaning and inspections such as; wet wells, sumps and manholes for the period from December 1<sup>st</sup>, 2021 until November 30<sup>th</sup>, 2022, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on December 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Sewer cleaning and inspections
- (b) Manhole cleaning and inspections
- (c) Other miscellaneous cleaning and inspections

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. DEFINITIONS**

D4.1 When used in this Tender:

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

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Carson Neil, C.E.T.  
Asset Management Technologist  
Telephone No. 204-619-4734  
Email Address: cneil@winnipeg.ca

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

## **D6. CONTRACTOR'S SUPERVISOR**

- D6.1 Further to C6.22, 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.
- D6.2 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.
- D6.2.1 Further to C5.5 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.

## **D7. NOTICES**

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

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

### **D9. SAFE WORK PLAN**

- D9.1 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.
- D9.2 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>

D9.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

## **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work 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.

D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.6 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. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

D12.1 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.

D12.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D10;



- (iv) the Subcontractor list specified in D11; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D13. COVID-19 SCHEDULE DELAYS**

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

### **CONTROL OF WORK**

#### **D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D14.1 Further to C6.23, 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).

#### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

D15.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

#### **D16. SAFETY**

D16.1 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.

D16.2 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.

D16.3 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.

#### **D17. ORDERS**

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D18. RECORDS**

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

#### **MEASUREMENT AND PAYMENT**

#### **D19. INVOICES**

D19.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204 949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D19.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D20. PAYMENT**

D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D21. PAYMENT SCHEDULE**

D21.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D22. WARRANTY**

D22.1 Notwithstanding C13, Warranty does not apply to this Contract.

**THIRD PARTY AGREEMENTS**

**D23. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D23.1 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.

D23.2 Further to D23.1, in the event that the obligations in D23 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.

D23.3 For the purposes of D23:

- (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.

D23.4 Modified Insurance Requirements

D23.4.1 Where applicable, 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.

D23.4.2 If applicable 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.

D23.4.3 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.

- D23.4.4 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.
- D23.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D23.5 Indemnification By Contractor
- D23.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, 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.
- D23.6 Records Retention and Audits
- D23.6.1 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.
- D23.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, 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 D23.6.1 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.
- D23.7 Other Obligations
- D23.7.1 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.
- D23.7.2 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.
- D23.7.3 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.
- D23.7.4 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.

- D23.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D23.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.



## 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 CW 2140-R4 (May 2016) Sewer and Manhole Cleaning
- E1.4 CW 2145-R5 (June 2021) Sewer and Manhole Inspection
- E1.5 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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 B6.
- E1.6 The following are applicable to the Work:

<u>Appendix No.</u>	<u>Specification Title</u>
A	Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphide Gas (4 pages)

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

#### E2. COMPLETION OF WORK

- E2.1 The Contractor shall complete the work (notify affected residences) within 24 hours after notification (callout) from the Contract Administrator and achieve a minimum production rate of 500 metres per day until the order is complete.

#### E3. CONFINED SPACE ENTRY

- E3.1 The Contractor shall be aware that Hydrogen Sulphide Gas is present in all underground structures connected to the City's sewer systems, and has been known to accumulate in concentrations sufficient to cause serious harm or death to personnel who are not using adequate Personal Protective Equipment. Refer to Fugitive Emission Material Safety Data Sheet for details.
- E3.2 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).
- E3.2.1 Further to E3.2, the Contractor shall use an approved and properly maintained Supplied Air Breathing Apparatus when entering and working in sewers, manholes, and catch basins.

#### **E4. WATER SUPPLY**

- E4.1 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 Prevention Arrangement as shown on Standard Detail Drawing SD-019 when taking water from City hydrants. WSD will supply a meter and locks for the Backflow Prevention Arrangement.
  - (e) The Contractor is permitted to turn approved hydrants on and off provided the Contractor has received training by WSD 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 Contractor’s control” from the time the WSD has turned the hydrant on until the Contractor has notified WSD 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.
  - (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 at any time instruct the Contractor to make other arrangements for hydrant turn-ons and turn offs.
- E4.2 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.

#### **E5. SEWER CLEANING**

- E5.1 This specification amends and supplements specification CW 2140.
- E5.2 Types of Cleaning shall be undertaken in accordance with this specification in order to be able to conduct a NASSCO compliant inspection, include Sewer Cleaning, Root Removal, Fats, Oils and Grease removal, Physically Attached Solid Debris Cutting, Removing Intruding Sewer Taps, and Debris Removal for all sewer diameter ranges and flow types identified below:
- (a) Further to Clause 3.5.2, the Contractor shall remove 95% of all loose floating, solid or semi-solid debris for:
    - (i) All Wastewater Sewers 900 mm and smaller;
    - (ii) All Interceptor (CS), Land Drainage, Re-Inspection, and Storm Relief Sewers 900mm and smaller.



- (b) Further to Clause 3.5.2, the following sewers shall be inspected without pre-cleaning unless directed otherwise by the Contract Administrator. Where cleaning is required for the completion of the inspections, cleaning will be in accordance to E5:
- (i) All Wastewater Sewers greater than 900 mm;
  - (ii) All Interceptor (CS), Land Drainage, Reinspection and Storm Relief Sewers greater than 900 mm.
- E5.3 Further to Section 3.5, the Contractor shall clean the sewer pipe using the step-cleaning method or similar described in this Contract for the entire length of the pipe using a high-pressure water jetter to remove loose or settled debris and shall operate the equipment so that the pressurized nozzle continues to move at all times. The pressurized nozzle shall be turned off or reduced anytime it is stationary or delayed in order to prevent damage to the sewer.
- E5.4 Further to Section 3.5 the cleaning process shall be carried out using the step-cleaning method or similar using the appropriate carrying capacity of each jetter nozzle for the respective sewer pipe height and shape. This means that the Contractor shall clean an initial portion of the pipe for a length appropriate to the carrying capacity of each jetter nozzle, sewer pipe height and shape and level of debris encountered, pulling back debris to the manhole. The Contractor shall then clean successive increments of pipe in the same way, each time pulling the displaced debris in solution back over increments of pipe previously cleaned. The Contractor will complete the cleaning using the step method approach through the entire segment of the pipeline with a high-pressure water jetter to ensure the sewer is adequately cleaned to complete the work. All sediments and residual wastes shall be evacuated from each successive downstream manhole as the cleaning progresses.
- (a) Under no circumstances shall sewage or solids removed from the sewer line be dumped onto streets, catch basins, storm drains, or receiving waters.
  - (b) All materials removed shall be properly disposed at a landfill licensed to receive the applicable wastes.
  - (c) During the final cleaning pass, the CCTV inspection camera shall be mobilized to inspect the sewer segment while the jet nozzle pulls water away from the camera, drawing any water level down to maximize the exposure of the sewer pipe circumference.
- E5.5 In the event the Contractor is unable to completely perform CCTV inspection or cleaning from both directions due to obstructions (with the exception of a cross bore or collapse), the Contractor must inform the Contract Administrator of this immediately. Upon approval by the Contract Administrator, the Contractor shall have the obstructions removed using specialty cleaning equipment capable of removing the obstruction and simultaneously viewing the cleaning activity from the same vantage point in order to view the cleaning operation and not cause any damage to the host pipe.
- E5.6 During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.
- E5.7 Further to Section 3.5, the Contractor shall remove the upstream manhole cover during sewer cleaning.
- E5.8 The Contractor is wholly responsible for determining if the line is adequately cleaned to perform the televising inspection.
- E5.9 Further to Clause 3.5.10, the Contractor shall be made aware of the locations labelled as Synergen Trouble Spots. These locations are recorded in the City's database as areas which require regular maintenance.

- E5.10 Further to Section 3.5, the distance required for the nozzle to travel in the sewer shall be limited to one manhole-to-manhole sewer section unless approved by the Contract Administrator.
- E5.11 Further to Clause 3.9.2, no decanting shall occur within 3 sewer sections upstream of a lift station. If decanting is required, it shall be done immediately downstream of the lift station.
- E5.12 Cleaning of sewers not meeting E5 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 E7.5.

## **E6. SEWER INSPECTION**

- E6.1 This specification amends and supplements specification CW 2145.
- E6.2 All open access structures or manholes will be attended at all times, and all access control structures or manholes that are sealed or bolted to control odours or entry of extraneous water or for security reasons will require permissions prior to opening by the Contract Administrator and in turn by City Operations. The Contractor shall liaise with the Contract Administrator to ensure that sealed or bolted chambers have been adequately sealed or bolted, post inspection.
- E6.3 Where drop connections are observed, the camera shall pan and zoom into the "Tap" connection to observe defects and provide comment within the remarks column of the Tap entry using NASSCO's order of severity rules.
- E6.3.1 Further to Section 3.13, a paper or "hard copy" of the inspection reports are not required and the following digital format submissions shall be provided:
- (a) The Contractor shall maintain backup copies of all digital video and inspection data submissions for the duration of the Warranty Period as stated in C13.
  - (b) The Contractor shall supply separately two (2), 2.5 inch portable hard disk drives (HDD), complete with all operating software, power adaptors and USB cables, containing all video inspections and coding data to the City upon completion of contract.
  - (c) The HDD's shall be sized appropriately to accommodate all above mentioned files and have dual USB 3.0 and USB 2.0 compatibility with a minimum data transfer rate of 480 Mb/s.
- E6.3.2 The Sewer information is based out of the City's GIS database. If the Contractor has trouble interpreting the information, or if they believe it is incorrect, the Contract Administrator shall be notified.
- (a) The Contractor shall assist the Contract Administrator in making any required measurements for the correction of errors found in the GIS database.

## **E7. MANHOLE CLEANING**

- E7.1 This specification amends and supplements specification CW 2140.
- E7.2 The intent of manhole cleaning is to remove foreign material such as bricks, rocks, dirt, grease, settled deposits (sand and grit), solids, fine roots, and other debris using multiple passes using a cleaning wand associated with the high-pressure water jetted equipment and extraction of deleterious material in order to be able to conduct a NASSCO compliant inspection.
- E7.3 High Flow Conditions:
- (a) The Contractor shall attempt cleaning and inspection at times that facilitate obtaining the maximum visible image above the flow surface which are typically at the diurnal low flow

periods each day or at night. Work that cannot be completed due to excess water levels shall be coordinated with the Contract Administrator.

- (b) If manhole chambers are observed to be surcharged the Contractor shall communicate the observation to the Contract Administrator.
- (c) The Contract Administrator, Contractor shall collaborate to determine if there is a hydraulic or operational restriction within the area.
- (d) If hydraulic overload is determined by the Contract Administrator, cleaning and inspection shall take place during a low diurnal period, such as nighttime to ensure a full cleaning and inspection of the chamber is completed.
- (e) If an operational issue exists within the Contracted Work, the cleaning of associated sewers shall be completed to alleviate and reduce flow. Otherwise, the Contract Administrator will instruct whether an incomplete inspection be carried out of the surcharged manhole chamber.
- (f) If an operational issue exists outside of the Contracted Work, the cleaning of associated sewers shall be reviewed by the Contract Administrator to alleviate and reduce flow. Additional assets cleaned will be paid as per Clause 4.1.1 with additional time consideration made by the Contract Administrator. Otherwise, the Contract Administrator will instruct whether an incomplete inspection be carried out of the surcharged manhole chamber.

E7.4 Further to Clause 3.5.7, all manhole cleaning shall commence in the upper chimney component of the manhole moving loose debris, gravel, ragging etc. to the lower cone and wall components and to the benching and channel regardless of the method chosen to clean the sections. Cleaning shall include the trapping and removal of all sediments and residual wastes from the invert of the manhole as the cleaning progresses. Any debris moved into the associated (predominant) mainline sewers shall be subsequently cleaned where:

- (a) The Contractor shall evaluate if the manhole is adequately cleaned to justify scanning inspection work after cleaning. The Contractor is wholly responsible for determining if the chamber is adequately cleaned to complete the scanning inspection.
- (b) During all manhole cleaning operations, satisfactory precautions shall be taken to protect the manhole chamber from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled or pressurized cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the manhole chamber are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to the manhole or to public or private property being served by the manhole or surrounding sewers involved.
- (c) The Contractor shall operate the vacuum hose local to the outgoing channel and pipe in such a manner that solids and debris are trapped and removed. No silts, sand, gravel, debris, etc., shall be allowed to pass into the downstream pipe.
- (d) The cleaning and inspection submittal shall be rejected if the inspection observes debris within the interconnecting mainline sewers that are identified to be cleaned under this Contract by the Contract Administrator. The Contractor shall be instructed to revisit, re-clean and re-inspect the asset at no additional cost.
- (e) Under no circumstances shall sewage or solids removed from the manhole be dumped onto streets, catch basins, storm drains, or receiving waters.
- (f) All materials removed shall be properly disposed at a landfill licensed to receive the applicable wastes.

E7.5 Cleaning of 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.

E7.6 Accepted cleaning and corresponding inspection shall be paid as per Clause 4.5.1.

## **E8. MANHOLE INSPECTION**

E8.1 This specification amends and supplements specification CW 2145.

E8.2 Inspection of manholes will use side scanning imagery and point cloud collection equipment only to NASSCO MACP Level 2 inspections for the purposes of assessing thoroughness of cleaning, observing and recording structural and service defects and construction features of existing manhole and control structure assets and to verify new and rehabilitated sewer construction prior to acceptance.

E8.3 The sewer 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 Section 3.19.2.

## **E9. DIGITAL PANORAMIC MANHOLE INSPECTIONS**

E9.1 Notwithstanding CW 2145:

- (a) The Contractor shall provide the database.
- (b) The inspection system must descend to the lowest point within the manhole chamber to a depth that will facilitate accurate perpendicular measurements using the software's measuring tools to occur.
- (c) Any inspection exhibiting an incomplete descent having a distance greater than one (1) metre above the invert or water level resulting to data interpolation, will be rejected unless appurtenances or obstructions are present within the chamber and accepted by the Contract Administrator.
- (d) 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.
- (e) 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.
- (f) Manhole condition coding shall be submitted to the Contract Administrator as per E6.3.1(b).

E9.2 Further to Clause 3.17.10:

- (a) Provide a second chalk or dry-erase-board placed adjacent to the manhole cover, within the inspection imagery, using an arrow to indicate where North is located.
- (b) No confined space entry shall be completed without Contract Administrators approval.

## **E10. MISCELLANEOUS CLEANING**

E10.1 Perform Miscellaneous Cleaning of large diameter sewers, lift station sumps and other unforeseen locations where requested by the Contract Administrator.

E10.2 Miscellaneous cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Miscellaneous Cleaning". The amount to be paid will be the total number of hours spent cleaning lift stations sumps, sewers and at other miscellaneous locations in this contract, accepted and measured by the Contract Administrator.

## **E11. REMOVAL OF EXCESSIVE GREASE AND/OR ROOTS**

E11.1 Grease and or roots that cannot be removed through typical cleaning efforts shall be cut and removed from the sewer as directed by the Contract Administrator.

- E11.2 Use hydraulically driven saw or blade cutters to remove grease and roots. Flushing the sewer or the use of “spin nozzles” to remove grease will not be permitted unless approved by the Contract Administrator.
- E11.2.1 Remove grease and or roots to within 15 millimetres of the inside surface of the sewer.
- E11.2.2 Monitor the entire removal operation and while the removal equipment is travelling within the pipe to reach the work area by closed circuit television (CCTV).
- E11.3 The removal of grease and or roots from within a single manhole-to- manhole sewer segment will be considered as one (1) pay item regardless of the amount of grease and or roots removed from within that sewer segment.
- E11.3.1 Measurement will be on a unit basis and paid for at the Contract Unit Price for each “Removal of Excessive Grease and or Roots per Sewer Segment”. The number of units to be paid for will be the total amount of manhole-to-manhole sewer segments in which grease and or roots have been removed in accordance with this specification, accepted and measured by the Contract Administrator.

## **E12. MAN-ENTRY VIDEO INVESTIGATIONS - >1800MM**

- E12.1 Where directed by the Contract Administrator the Contractor shall perform man-entry investigations of pipes larger than 1800mm. Pipe wall integrity shall be examined by hand using a hammer or scraping tool to investigate integrity of the pipe wall. Man-entry investigations shall be recorded on video meeting the specifications described herein.
- E12.2 Supplied air breathing apparatus shall be used for all man-entry investigations, no exceptions.

## **E13. CALLOUT – MOBILIZATION OF EQUIPMENT TO SITE**

- E13.1 A fee will be paid for each callout to notify residents and mobilize equipment and crew to the site. If the callout is for a job that may span more than one day the fee is only to be paid once not on a per day basis. If a callout consists of several sites the callout fee will only be applied once and will not include mobilizing from site to site.

## **E14. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS**

- E14.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, “Manual of Temporary Traffic Control in Work Areas on City Streets” at all times. The “Manual of Temporary Traffic Control in Work Areas on City Streets” can be found online at: (<https://winnipeg.ca/publicworks/transportation/pdf/2019-ManualOfTemporaryTrafficControl.pdf>).
- E14.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:00 to 18:00 hours Monday to Friday unless approved by the Contract Administrator.
- E14.3 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.
- E14.4 Regional Streets are listed in the Appendix of the City’s Manual of Temporary Traffic Control which is available at <https://winnipeg.ca/publicworks/transportation/pdf/2019-ManualOfTemporaryTrafficControl.pdf>
- E14.5 Further to Section 3.8 of CW 1130 of the General Requirements parking restriction signing on Regional Streets will be done by The City of Winnipeg, Traffic Services Branch.
- E14.6 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.

- E14.7 Erect signs no sooner than 24 hours before the Work commences at a particular location.
- E14.8 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 204-986-6998.
- E14.9 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.
- E14.10 Return signs immediately upon completion of the Work.
- E14.11 Further to Section 3.6 of CW 1130 of the General Requirements, maintain safe pedestrian crossing at intersections at all times. Only one pedestrian crossing at an intersection is to be blocked at any one time. If more than one pedestrian crossing is blocked at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection.
- E14.12 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.
- E14.13 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.

#### **E15. NOTICES TO RESIDENTS**

- E15.1 Further to CW 2140 Section 3.5 and CW 2145, the Contractor shall deliver notices provided by the Contract Administrator to residents on the affected sewer lines by 16:00 hours 2 days prior to the use of flushing equipment for either sewer cleaning or sewer inspection.
- E15.2 The notices will be in effect for a 3-day period which the Contractor will indicate with dates stamped on the envelope. The Contractor shall make every effort to complete the affected sewer lines within the notification window.
- E15.3 All costs associated with delivering notices shall be included in the price bid for "Sewer Cleaning" and "Sewer Inspection" and no separate measurement or payment will be made.

#### **E16. DAMAGE TO CITY AND PRIVATE PROPERTY**

- E16.1 All damage to City and private property caused by cleaning or inspection operations is the responsibility of the Contractor and shall be repaired to the satisfaction of the Contract Administrator. All costs associated with these repairs shall be at the Contractors own expense.
- E16.2 Notify the Contract Administrator immediately when damage to property occurs.
- E16.3 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.
- E16.4 Sewers may be located in easements through private property or City owned parklands and Right-of Ways where no paved access may exist. It will be the Contractors responsibility to identify these sewers and arrange for access and to restore any surface damage to private and City owned property to the satisfaction of the Contract Administrator.
- E16.5 Sewer backup or "blow-back" on private property resulting from cleaning or inspection activities is not acceptable and shall be avoided at all costs. It is expected that where this possibility exists the Contractor shall take appropriate measures such as making modifications to cleaning equipment and/or taking additional time to clean such sewers.

- E16.5.1 Clean-up of affected residences shall be done by cleaning professionals. Under no circumstances are cleaning equipment operators to enter residences unless they are neat and presentable and the Contract Administrator has received a criminal record search for that individual.
- E16.5.2 Where actual sewage or “grey water” has flooded private property, the Contractor shall immediately clean and disinfect all affected areas as well as flush all weeping tile. The Contractor shall immediately hire an independent IICRC certified water damage or flood restoration contractor to assess any damage to contaminated building materials such as drywall, insulation, carpets, weeping tile or sub-floors, and immediately make any required repairs.
- E16.5.3 If a residence is uninhabitable as a result of a sewer back-up the Contractor shall pay for reasonable hotel accommodations and meals for all affected residents.
- E16.6 The Contractor shall provide the Contract Administrator with a 24hr local contact number to arrange for immediate clean-up and repair of private property.

## **E17. SEWER INSPECTION EQUIPMENT**

- E17.1 This specification amends and supplements specification CW 2145
- E17.1.1 In areas where a self-propelled track-mounted platform is not possible to use during the inspections, the inspections shall be performed using a float or skid system. The Contractor shall notify the Contract Administrator prior to the use of a float or skid platform, tethered by use of flusher hosing capable at distances stated in E17.2.1(b).
- E17.2 In-Line CCTV Inspection Platform
- E17.2.1 Minimum requirements of the in-line inspection platform that meets the intent of B12.6, that include:
- (a) Independently controlled drive tracks that enable the platform to manoeuvre around bends and climb over debris up to 300mm in height.
  - (b) Operable under partially or fully submerged flow conditions, for distances up to 600m upstream or downstream from a single access point.
  - (c) Equipped with sufficient high intensity lighting to illuminate the sewer for visual inspection at the widest horizontal viewing angle and the pipe’s side periphery.
    - (i) Lighting for the camera shall be waterproof and suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative and provide a clear picture in 100 percent humidity conditions.
    - (ii) An unclear picture due to excessive lighting (image flare), the lack of lighting or the presence of fog, steam, or excessive humidity will be considered unsatisfactory. The Contractor is responsible for identifying and implementing corrective actions to obtain suitable video quality, such as using fans or ventilation systems to dissipate the fog or by the heating of incoming air to mitigate fog.
    - (iii) Light heads shall be changed upon the request of the Contract Administrator.
  - (d) A blurred picture due to fats, oil or grease or a failure in one or all of the primary colour additives, Red, Green, Blue (RGB) visuals will be considered unsatisfactory. The Contractor is responsible for identifying and implementing corrective actions to obtain suitable video quality, such as cleaning the sewer mainline, having the camera lens cleaned prior to reinspection of the mainline.
  - (e) The Contractor is responsible for presenting issues regarding questionable video quality immediately to the attention of the Contract Administrator.
- E17.3 Hand Held Camera Use

- E17.3.1 Further to Section 3.17 and subject to E17.2.1 a hand held waterproof “Go Pro” © or alternative approved by the Contract Administrator may be used to perform inspections within the large diameter (1800mm in height or larger) Land Drainage System (LDS) Inspections where current debris levels exceed E17.2.1 inhibiting traditional CCTV inspections in accordance with the following:
- (a) Camera to be waterproof and of similar quality or better as per Section 3.11;
  - (b) Handheld adequate intrinsically safe even lighting shall be used and panned simultaneously with the camera as necessary;
  - (c) A measuring device shall be used in accordance with section 3.16.1 to facilitate defect positioning. The laser pointing device with paint sprayed chainage distances shall be applied above the spring line at 2m intervals on the interior pipe wall face for distance correlation.
  - (d) Operator shall attempt to maintain a camera position center to the pipe, walking downstream, pausing to pan observed defects and cross referenced with the distance attained using zoom functions as necessary, centering the camera back to the forward observing position to continue the survey; and
  - (e) Attempt to complete the inspection for the entire LDS pipe to the downstream node.
- E17.3.2 Handheld Inspections will be measured on a length basis for each LDS and paid for at the Contract Unit Price for the pipes corresponding diameter range within the “Sewer Inspections” section. Length to be paid for will be the total steel tape measured length of Sewer inspected in accordance with this specification, accepted and measured by the Contract Administrator.
- E17.3.3 No confined space entry shall be completed without Contract Administrators approval.

## **E18. CATCH BASIN LEAD INSPECTIONS**

- E18.1 Perform Catch Basin Lead Inspections on all diameters of catch basin leads where requested by the Contract Administrator.
- E18.2 Catch basin lead inspections will be measured on an as per basis for leads that are 10 metres long and less and paid for at the Contract Unit Price for “Catch Basin Lead Inspection – 0m - 10m”. Leads greater than 10 metres long will be measured on a per metre basis and paid for at the Contract Unit Price for “Catch Basin Lead Inspection – >10m”. Measurements and quantities must be approved by Contract Administrator.



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

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