



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 586-2019

**CONSULTING SERVICES FOR BRANCH I AQUEDUCT UNDERDRAIN CONDITION
ASSESSMENT**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSULTING SERVICES FOR BRANCH I AQUEDUCT UNDERDRAIN CONDITION ASSESSMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 15, 2019.

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

B2.3 The Project Manager 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 Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager 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 Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 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 Project Manager. 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.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager 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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 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.
- B6.4 Further to B6.2, 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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, 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 team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with B21.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 12 of Form A: 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 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.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D6 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing detailed pipeline condition assessments, management of the project and contract administration services on three (3) projects of similar complexity, scope and value. Note, only the first three (3) submitted projects will be evaluated.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) Consultant's original contracted cost and the Consultant's final cost;
 - (i) where the original contracted cost and final cost differ, the Proponent should submit an explanation
 - (d) design and schedule (anticipated project schedule and actual project delivery schedule, showing design separately);
 - (i) where the anticipated project schedule and actual project delivery schedule differ, the Proponent should submit an explanation.
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project) must be made available upon request of the Project Manager.
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 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 Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.

- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) project manager;
 - (b) assistant project manager (if applicable);
 - (c) project advisor (if applicable);
 - (d) contract administrator;
 - (e) resident inspector;
 - (f) condition assessment team; and
 - (g) other Key Personnel as required.
- B10.3 Submit the experience and qualifications of the Key Personnel listed in B10.2 assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design 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 B10.1.1.
- B10.4 For each Key Personnel listed in B10.2, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a Key Personnel is included in B9, provide only the project name and the role of the Key Personnel listed in B10.2. 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) must be made available upon request of the Project Manager.
- B10.5 If a Key Personnel is assigned to multiple roles (as identified in the organizational chart referred to in B10.1.1), two (2) comparable projects as detailed in B10.4 are required for each role of the Key Personnel.
- B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**
- B11.1 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.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D6.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the work activities related to the Scope of Services;
 - (d) the deliverables associated with the Scope of Services;
 - (e) the proposed techniques to ensure quality and consistency in the condition assessments;
 - (f) all significant assumptions and interpretations related to the Scope of Services;
 - (g) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;

(h) any other issue that conveys your team's understanding of the Project requirements.

B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D6 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.3 Unless otherwise indicates, the review period for City deliverables should be a minimum of two (2) weeks and commensurate to the number of pages and complexity of the document.

B12.4 The Proponent should develop the most effectual schedule attainable using their expertise and experience to meet the requirements of the City. In the circumstance that the Proponent's schedule contrasts with any milestone listed in D18 Critical Stages, the Proponent should provide detailed commentary on their justification.

B13. DISCLOSURE

B13.1 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.

B13.2 The Persons are:

(a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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 Project Manager; 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 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;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services 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>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services related to the detailed condition assessment of pipelines of similar complexity, scope and value to the services required for this Project; and
 - (b) be fully capable of performing the Services 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); and
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
 - (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - SECURITY CLEARANCE.
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 The Proponent is advised 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).
- B16.3.1 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.
- B16.4 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 Project Manager.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

- B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2, 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.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|---|-------------|
| (a) compliance by the Proponent with the requirements of the RFP or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 25% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 5% |
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 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.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D6.5, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(d), Experience of Proponent and Subconsultants 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 B9.
- B21.9 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.10 Further to B21.1(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 B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant 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 Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant 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.
- C0.2 A reference in the RFP to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Matt Nikkel, E.I.T.

Telephone No. 204-451-2663

Email Address: mnikkel@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

D3.1 The Shoal Lake Aqueduct (SLA) was constructed prior to the development of sulphate resistant cement. The SLA is protected from sulphate attack by an underdrain system, which provides adequate drainage to reduce contact between the SLA and sulphate-laden groundwater. The underdrain system consists of 150mm-300mm vitrified clay tile pipe with open joints and is located longitudinally along the side of the SLA.

(a) Repairs and re-routing of the underdrain have occurred at various locations since its original construction. These new segments were constructed using both perforated and non-perforated PVC pipe.

D3.2 Following the construction of the Branch II Aqueduct, the portion of the SLA between the McPhillips and Deacon Reservoirs was renamed the Branch I Aqueduct. The underdrain system for the Branch I Aqueduct is the focus of this project.

D3.3 Manhole Naming Convention

(a) The Aqueduct flows from Shoal Lake (upstream) towards the McPhillips Pumping Station (downstream).

(b) The first three digits in the underdrain manhole identification number correspond to the nearest downstream pressure manhole.

(c) The last four digits in the underdrain manhole identification number correspond to the distance in meters upstream from the nearest pressure manhole.

(d) Thus, UMH112-0240 indicates that this manhole is located 240m upstream from pressure manhole 112.

D3.4 Inspection History

(a) The underdrain from McPhillips Reservoir to the Red River was previously cleaned and inspected in 2000. The results of this inspection, as well as other information on the underdrain, are included in the 2007 report "Branch I Aqueduct Capacity Upgrading Study: Underdrain Assessment" by UMA Engineering Ltd.

(i) Also included in this report is a reconnaissance survey completed on the underdrain from the Red River to the Floodway, detailing accessibility issues to the underdrain

at manhole locations. Video inspection of this portion of the underdrain was not performed as part of this work.

- (b) City staff completed an assessment of the underdrain manholes from Tache Avenue to the Floodway in 2011.
- (c) The underdrain pipes from Sherbrook Street to the Red River and from Tache Avenue to the Seine River were previously inspected, imported into the Sewer Management System (SMS) and assigned SPG (Structural Performance Grade) values in 2012. Note that underdrain manhole asset numbers used in these inspections do not follow the naming convention in D3.3.
- (d) The following underdrain outfall inspections were attempted in 2018 but were abandoned due to:
 - (i) Collapse:
 - (i) Notre Dame Street and Maisonneuve Street intersection to the Seine River.
 - (ii) High water levels:
 - (i) Plinguet Street and McTavish Street intersection to the Seine River; and
 - (ii) Tache Avenue and Messenger Street intersection to the Red River.

D4. RELEVANT DOCUMENTS AND DRAWINGS

D4.1 Relevant documents and drawings are available by request to the City's Project Manager after completion of a Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City. Relevant documents include:

- (a) a drawing set of the underdrain system to be inspected;
- (b) the 2007 report "Branch I Aqueduct Capacity Upgrading Study: Underdrain Assessment" by UMA Engineering Ltd;
- (c) the 2011 underdrain manhole inspection summary completed by City staff; and
- (d) other miscellaneous inspection data including the underdrain outfall inspections that were abandoned in 2018.

D5. GENERAL REQUIREMENTS

D5.1 General Requirements of the Consultant

- D5.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D5.1.2 Consultants shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the City's Project Manager.
- (a) Experience and qualifications as specified in B10 shall be submitted for all requested substitute(s) and replacement(s).

D5.2 General Requirements for Project Deliverables

- D5.2.1 Where possible, all documents provided as PDF shall be in a single electronic file and searchable.
- D5.2.2 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

D5.2.3 All draft and final Deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project etc.) and PDF.

D5.2.4 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the City's Project Manager. All City review comments shall be considered and incorporated into the final version, if applicable.

D5.3 General Requirements for Meetings

D5.3.1 Schedule and chair meetings as listed in D7.4.

- (a) Provide an agenda within two (2) working days prior to the meeting date; and
- (b) Provide meeting minutes within one (1) week of the meeting date.

D6. SCOPE OF SERVICES

D6.1 The Services required under this Contract shall consist of consulting services for a detailed condition assessment of the SLA Branch I underdrain system from the McPhillips Reservoir to the Floodway. The major components of the Work include the following:

- (a) project management as outlined in D7;
- (b) project development as outlined in D8;
- (c) drawing and tender preparation as outlined in D9;
- (d) procurement as outlined in D10;
- (e) contract administration as outlined in D11;
- (f) analytical services for the underdrain and manhole cleaning and inspections as outlined in D12; and
- (g) summary report detailing results and recommendations from the inspections as outlined in D13.

D6.2 The City requires a condition assessment of approximately 18.6 km of underdrain pipe and 137 underdrain manholes. The underdrain pipe lengths can be broken down by the following approximate quantities:

- (a) 3.3 km of 150mm diameter pipe;
- (b) 11.4 km of 200mm diameter pipe;
- (c) 3.5 km of 250mm diameter pipe; and
- (d) 0.4 km of 300mm diameter pipe.

D6.3 The Scope of Services identifies the Services required and is to provide a general guideline only. The consultant will draw upon their expertise and knowledge in pipeline condition assessment as well as their knowledge of the City's infrastructure to make the appropriate recommendations in their proposal.

D6.4 The Services required under D7, D8, D9, D10, D11, D12, and D13 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D6.5 The funds available for this Contract are \$115,000.00

D7. PROJECT MANAGEMENT

- D7.1 The Consultant will be responsible for project reporting and support to the City's Project Manager in accordance with the City of Winnipeg's Project Management Manual and templates.
- D7.2 Review and update the four (4) Project Management documents listed below within two (2) weeks of Project award and throughout the project as required. These documents are part of the City's Asset Management Program. An initial draft will be completed by the City's Project Manager.
- (a) Stakeholder Assessment and Communications Plan;
 - (b) Risk Identification Checklist;
 - (c) Risk Management Plan; and
 - (d) Project Delivery Plan.
- D7.3 Develop, host, and maintain a Microsoft SharePoint site (SharePoint) that is updated on a daily basis at the start of each workday, and additionally as required. The Consultant is responsible for providing key project staff (Consultant, Contractor, and City) access to SharePoint.
- D7.4 Meetings
- (a) Schedule and lead a project kick-off meeting after award of the project to review the project scope of work, schedule, and project team.
 - (b) Schedule and lead a half day workshop with City staff to review the updated Project Management documents in D7.2.
 - (c) Coordinate and conduct a pre-construction meeting with all relevant parties.
 - (d) Coordinate and conduct regular bi-weekly job meetings at an agreed location throughout the duration of the underdrain cleanings and inspections. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident Inspector, the Contractor, and the City's Project Manager.
 - (e) Coordinate and conduct a final meeting to present results and discuss lessons learned and recommendations.
- D7.5 A maximum of 90% of the total fee for the "Project Management" task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D8. PROJECT DEVELOPMENT

- D8.1 Meet with stakeholders and identify the general strategy for completing the project.
- D8.2 Review the assets to be inspected and create an Inspection Work Program in InfoNet and the corresponding inspection work orders.
- (a) Review inspection history listed in D3.4 to identify potential issues in carrying out inspections and adjust program as necessary.
- D8.3 Perform general site investigations and identify any locations with access issues.
- D8.4 Refine the project schedule.
- D8.5 Research available video inspection platforms to determine the equipment best suited for high quality inspections of the 150mm underdrain assets.
- D8.6 Since the underdrain consists of open joints which drain groundwater, some common gravity sewer rehabilitation methods (such as full segment lining) may not be applicable. Research available methods suitable to rehabilitate the underdrain while maintaining adequate drainage of groundwater.

- D8.7 Prepare a technical memorandum summarizing the research in D8.5 and D8.6 including final recommendations.
- D8.8 A maximum of 90% of the total fee for the “Project Development” task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D9. DRAWING AND TENDER DOCUMENT PREPARATION

- D9.1 In consideration of reference to the City of Winnipeg Standard Construction Specifications, the underdrain shall be considered equivalent to the term “sewer”.
- D9.2 Prepare Tender documents to procure a Contractor for the cleaning and inspection of the underdrain system.
- (a) Tender documents shall be consistent with past sewer inspection contracts which can be found on the City’s Bid Opportunity web site under “Closed Bid Opportunity Information”, aside from any adaptations required to facilitate cleaning and inspection of the underdrain.
- D9.3 Underdrain Inspection Guidelines
- (a) Pre-cleaning shall be done on the underdrain system prior to inspection.
- (b) The City requires the successful cleaning and inspection Contractor to provide coding for all inspected assets in National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP) format.
- (c) An average Contractor inspection rate of 550m/day should be assumed for estimating purposes. This amount can vary depending on the successful Contractor or type of inspection and size of pipe inspected.
- D9.4 Review past inspection contracts with stakeholders and refine the contract specifications. Where required, write specifications modifying the City of Winnipeg Standard Construction Specifications CW 2140 and CW 2145 to suit the nature of the Work and to apply lessons learned from past contracts. Known specification additions will include, but not be limited to:
- (a) an amount of miscellaneous hourly ‘as required’ cleaning for the underdrain and manholes;
- (b) alternate inspection platforms (as identified in D8.5) for the inspection of 150mm underdrain assets to maintain high quality video inspection;
- (c) inspections shall be carried out from a wheeled or track-driven inspection platform where possible, but in areas with high flow or soft debris a floating platform or skid will be required; and
- (d) inspections may need to be carried out at night for traffic or safety considerations at some locations.
- D9.5 Prepare maps (drawings) showing all assets to be inspected labelled with asset numbers and flow direction arrows.
- (a) Show the location of all “white-cap hydrants” in the general areas of the underdrains to be inspected. The City will provide all GIS data for white-cap hydrants. Water required for the Work will only be taken from these hydrants or any other hydrant as approved by Water Services Division.
- D9.6 Include a table of assets to be inspected (Work Program) in MS Excel format.
- D9.7 Prepare an Association for the Advancement of Cost Engineering (AACE) Class 1 (-5% to +10%) pre-tender estimate and provide to the City’s Project Manager. The City’s Project Manager must approve the pre-tender estimate prior to posting the tender.

- D9.8 Provide an accurate defensible estimate of costs for liquidated damages including City costs which will be provided by the Project Manager. The City's Project Manager must approve the estimate of costs for liquidated damages prior to posting the tender.
- D9.9 A maximum of 90% of the total fee for the "Drawing and Tender Preparation" task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon the acceptance of the final summary report.

D10. PROCUREMENT PROCESS

- D10.1 Arrange for a Tender number with the Materials Management Division and provide the Tender documents in PDF format, acceptable to the Materials Management Division.
- D10.2 Respond to enquiries from interested contractors during the bidding period.
- D10.3 Review bid submissions for completeness and prepare bid tabulation.
- D10.4 Review low bidder qualifications.
- (a) Perform a complete review of the low bidder's qualifications to determine if they are capable of performing the Work under the terms of the Contract.
 - (b) If the low bidder is determined to be unqualified, review next low bidder's qualifications.
 - (c) Conduct a pre-award meeting if required.
- D10.5 Make a recommendation of award to the City's Project Manager.
- D10.6 A maximum of 90% of the total fee for the "Procurement Process" task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D11. CONTRACT ADMINISTRATION SERVICES

D11.1 Non-Resident

- D11.1.1 Process monthly contract progress estimates in a timely fashion in accordance with the General Conditions of The City of Winnipeg Standard Construction Specifications.
- D11.1.2 Provide a detailed monthly "cost to complete" report. This report is to include the actual costs to date, plus projected costs to complete the contract including allowances for any unforeseen costs. The report will identify any expected budget overruns or surpluses.
- D11.1.3 Monitor project progress and ensure all items of Work are completed within the terms of the contract.
- D11.1.4 Ensure the Contractor submits the inspections and data files to the Consultant on a weekly basis for the previous week's work.
- D11.1.5 Determine the dates of any required Critical Stages along with Substantial and Total Performance and complete the corresponding Certificates.
- D11.1.6 Information provided by the Consultant on SharePoint will include, but not be limited to: Project Records, White-Cap Hydrant Locations, and Project Progress Details.
- D11.1.7 Ensure that InfoNet is updated on a regular basis throughout the duration of the project.
- (a) Where inspections could not be completed in full, ensure the comments field in the inspection window shows details of the Survey Abandoned (SA) along with the percent of obstruction – i.e. SA, Debris 40%.
 - (b) Where inspections could not be obtained, update the asset comments field in InfoNet with the reasons why. If maintenance is required to obtain the inspections, create the corresponding work orders in InfoNet.
- D11.1.8 For asset inspections that could not be attempted or completed;

- (a) Update SharePoint with the reasons why they could not. These reasons are to be provided by the Resident Inspector and the Contractor.
- (b) Update InfoNet accordingly to reflect these locations.

D11.1.9 A maximum of 90% of the total fee for the “Non-Resident Contract Administration Services” task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D11.2 Resident

D11.2.1 Personnel experienced in pipeline inspections are to provide continuous on-site inspection of the Work.

D11.2.2 Monitor the activities of the Contractor to ensure:

- (a) project schedules are being realized;
- (b) traffic control is in accordance with the City of Winnipeg Manual of Temporary Traffic Control;
- (c) damage to property is addressed;
- (d) contract requirements and specifications are being met; and
- (e) site safety is in accordance with Provincial Regulations.

D11.2.3 Review video inspections on-site for adherence to the specifications.

- (a) perform Quality Assurance / Quality Control (Qa/Qc) in the field and perform random resolution tests of captured video;

D11.2.4 Coordinate with the Water Services Division for hydrant approval and monitor hydrant operation by the Contractor to ensure conformance with City requirements. Ensure that only personnel trained by Water Services operate hydrants.

D11.2.5 Provide Weekly Project Reports to the City’s Project Manager identifying, but not limited to the following: days worked, progress, days lost due to weather conditions, project concerns, material, personnel, equipment employed by the Contractor, and Work completed. Provide Weekly Reports no later than the following Wednesday.

D11.2.6 Make and submit GIS Error Reports to the City for any gross errors between records and actual field measurements.

- (a) on the day the error is discovered, update SharePoint with the details;
- (b) prepare a GIS Error Report and submit with the Weekly Report.

D11.2.7 Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis.

D11.2.8 For asset inspections that could not be attempted or completed;

- (a) record the reasons why they could not be attempted or completed for the purpose of updating SharePoint. Common reasons include, but are not limited to, excessive debris, access issues, flow conditions, etc.

D11.2.9 A maximum of 90% of the total fee for the “Resident Contract Administration Services” task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D12. ANALYTICAL SERVICES

D12.1 Beginning in 2019, the City will use software by Innovyze, specifically InfoNet, to manage its sewer assets. This is an off the shelf Infrastructure Management System for wastewater collection and land drainage networks to aid in day-to-day operational management as well as long-term network planning. InfoNet will be used by the Consultant for performing the condition assessment. The Consultant is responsible for obtaining the necessary licenses for the product; associated costs will not be covered under this contract.

- D12.2 Only personnel with extensive experience and knowledge in pipeline construction techniques, identification of failure modes of various pipe materials, and rehabilitation methods currently used by the Department, shall assign SPG ratings and work orders under this contract.
- D12.3 Only personnel with current and valid NASSCO PACP and MACP certification shall perform this Work. Copies of the certificates must be submitted to the City's Project Manager before working on this project.
- D12.4 Only personnel listed in the proposal shall perform this Work. Any additional staff must be approved by the City's Project Manager before working on this Project.
- D12.5 Perform Quality Assurance / Quality Control (Qa/Qc) to industry and Departmental standards on 10% of the submitted NASSCO PACP and MACP raw coded data.
- D12.6 Input inspection data received from the Contractor into InfoNet for evaluation.
- D12.7 Ensure that inspections with temporary ID's are assigned to the proper asset number once GIS corrections are made.
- D12.8 Perform Quality Assurance / Quality Control (Qa/Qc) to industry and Departmental standards for SPG evaluations and work order assignments.
- D12.9 Perform a cursory review of all underdrain and manhole inspections provided by the Contractor for conformance to the specifications.
- (a) Cursory review to be completed within five (5) working days of any video inspection being submitted by the Contractor.
- D12.10 Review the Internal Condition Grade (ICG) and assign/update the actual SPG in InfoNet for all assets.
- D12.11 Perform a complete review of all underdrain and manhole inspections with an SPG value of 3, 4, or 5, and enter work orders in InfoNet identifying the appropriate rehabilitation strategy. This review and work order entry shall:
- (a) assign SPG values to the entire asset based on the likelihood of failure at any one location or on the entire asset (underdrain and manholes), whichever is greater;
- (b) base SPG assignments on structural defects that exist within the asset;
- (c) assign work orders using rehabilitation methods suitable for the underdrain system as identified in D8.6;
- (d) re-evaluate the SPG for assets that have previously been inspected and assigned SPG values; and
- (e) assign/update the SPG based on structural defects that exist within the asset in the most current inspection.
- (i) All corresponding work orders should be reviewed and updated where required in relation to current rehabilitation methods and trends.
- (ii) Notify the City's Project Manager of all assets with 'pending' work orders.
- D12.12 A maximum of 90% of the total fee for the "Analytical Services" task will be paid prior to the acceptance of the draft summary report. The remaining 10% of the payment will be made upon acceptance of the final summary report.

D13. SUMMARY REPORT

- D13.1 Provide a draft Summary Report discussing the overall condition of the underdrain and manholes inspected and identify any areas of concern. Provide two (2) hard copies and one (1) digital copy of the draft report to the Project Manager in accordance with the Critical Stages listed in D18. Draft report will, at a minimum include:

- (a) a summary, in graph and tabular form, of the overall condition of SPG values by length and segment count for all inspections included in this program;
 - (b) a report on changes in SPG values between the current inspections and the previous inspections, where applicable, including factors affecting the changes;
 - (c) a summary of assets where inspections were not possible and reasons why inspections were not completed;
 - (d) a summary of assets that required GIS Error Reports;
 - (e) a summary of rehabilitation work required including recommended rehabilitation strategies;
 - (f) an AACE Class 4 (-30% to +60%) cost estimate for the recommended rehabilitation using the Basis of Estimate template, which is available on the City Asset Management Program page at the City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://winnipeg.ca/infrastructure/asset-managementprogram/templates-manuals.stm>; and
 - (g) a discussion of lessons learned and recommendations for future underdrain inspections and condition assessments.
- D13.2 Incorporate City review comments into a final report. Provide four (4) hard copies and one (1) digital copy of the final report to the Project Manager in accordance with the Critical Stages listed in D18.
- D13.3 Hand deliver (in person) all DVD and two (2) hard drive inspection media to the City's Project Manager.
- D13.4 Provide a final presentation of the results, along with lessons learned, following the completion of the Summary Report.
- D13.5 Payment for the summary report document will be as follows:
- (a) 50% upon acceptance of the Draft Report; and
 - (b) 50% upon acceptance of the Final Report and Final Presentation.

D14. DEFINITIONS

- D14.1 When used in this Request for Proposal:
- (a) "**AACE**" means the Association for the Advancement of Cost Engineering cost estimate classification system;
 - (b) "**City**" means The City of Winnipeg;
 - (c) "**City's Project Manager**" means the City's Project Manager identified in D2 unless stated otherwise;
 - (d) "**Class 1 Cost Estimate**" means an estimate with an expected accuracy of -5% to +10%;
 - (e) "**Class 4 Cost Estimate**" means an estimate with an expected accuracy of -30% to +60%;
 - (f) "**Conflict of Interest**" is as defined in B14.2;
 - (g) "**Department**" means the City of Winnipeg Water and Waste Department;
 - (h) "**ICG**" means Internal Condition Grade;
 - (i) "**Key Personnel**" means an individual designated in a Proponent's Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
 - (j) "**MACP**" means Manhole Assessment Certification Program;
 - (k) "**NASSCO**" means National Association of Sewer Service Companies;
 - (l) "**PACP**" means Pipeline Assessment Certification Program;
 - (m) "**RFP**" means Request for Proposal;
 - (n) "**SLA**" means Shoal Lake Aqueduct;

- (o) “**SMS**” means Sewer Management System; and
- (p) “**SPG**” means Structural Performance Grade.

SUBMISSIONS

D15. AUTHORITY TO CARRY ON BUSINESS

D15.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D16. INSURANCE

D16.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D16.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant 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) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 1,000,000.00 per claim and \$ 2,000,000.00 in the aggregate.

D16.2.1 The Consultant’s Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D16.3 The policies required in D16.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D16.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D16.2(a) and D16.2(c).

- D16.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D16.8.
- D16.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D16.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D16.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D17. COMMENCEMENT

- D17.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D17.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D15;
 - (ii) evidence of the insurance specified in D16;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D17.3 The City intends to award this Contract by August 26, 2019.

D18. CRITICAL STAGES

- D18.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) The City intends to award this Contract by August 26, 2019.
 - (b) Close underdrain inspection Tender and make recommendation for award by November 18, 2019.
 - (c) Inspection work to commence by January 6, 2020.
 - (d) All inspection work must be completed by March 21, 2020.
 - (e) Complete all analytical no later than April 4, 2020.
 - (f) Submit Summary Report no later than May 4, 2020, unless agreed to by the Project Manager.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work shall be required to obtain a Police Information Check:
- (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;
- E1.1.1 Each Individual in E1.1 shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <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>
- E1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 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. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 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 Project Manager 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.
- E1.4 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 E1.1.
- E1.5 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.
- E1.6 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 E1.1.