



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 875-2020

**PROFESSIONAL CONSULTING SERVICES FOR THE BRANCH II AQUEDUCT
CONDITION ASSESSMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE BRANCH II AQUEDUCT CONDITION ASSESSMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 18, 2020.

B2.2 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, 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 Request for Proposal 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 Request for Proposal 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.

B3.7 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 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 Request for Proposals 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 Request for Proposal, 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 MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- 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: Bid/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 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (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: Bid/Proposal should be entered 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 D5 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).

B8.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in Error! Reference source not found.. Any such costs shall be determined in accordance with D20.**Error! Reference source not found.**

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 programming; design, 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).

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 assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers . 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 person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
- 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 D5.
- 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 team's understanding of the urban design issues;
 - (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
 - (d) the proposed Project budget;
 - (e) the work activities related to the Scope of Services;
 - (f) the deliverables associated with the Scope of Services;
 - (g) the proposed techniques to ensure quality and consistency in the condition assessments;
 - (h) all significant assumptions and interpretations related to the Scope of Services;
 - (i) 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;
 - (j) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.9 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

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 designers), 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 indicated, 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 RFP. 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 Services 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 Services 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 Services 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;

(d) have or establish and staff an office in Winnipeg for the duration of the Project.

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 for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those 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);

(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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

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 Request for Proposal 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 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.5.
- B21.7 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.
- B21.8 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.
- B21.9 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.
- B21.10 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.
- B21.11 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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 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.

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 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 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.
- B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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 Request for Proposal 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:
Paul Bortoluzzi, C.E.T.
Telephone No. 204-986-2944
Email Address: pbortoluzzi@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.

D3. BACKGROUND

D3.1 The Branch II Aqueduct is a critical component of the City of Winnipeg Regional Water Supply System. Construction of the Branch II Aqueduct commenced in 1958. It is constructed of 1650 mm (66") AWWA C301 pre-stressed concrete cylinder pipe manufactured by the Lock Joint Pipe Company. The Branch II aqueduct is approximately 19 km long, built to secure maximum capacity of the Aqueduct, and connects the Deacon Water Treatment Plant with the Hurst Reservoirs at the Wilkes Pumping Station. It has the capacity to carry up to 455 million litres per day. There have been several large scale construction projects since its construction that have modified its original layout, most notably the Red River Floodway and its expansion as well as the Bishop Grandin Bridge over the Red River.

D3.2 The majority of this asset is just over 60 years old and there has never been any condition assessment data collected. While the consequence of failure is largely driven by asset function and location, the probability of failure could be better managed if the condition of the pipeline is known. The purpose of this project is to undertake a baseline condition assessment using technologies capable of providing information regarding the number of pre-stressing wire breaks per pipe segment. The data collected by the inspections should be analyzed to provide the City with an overall health rating of each pipe segment of the asset. Any pipes requiring repairs should be identified and rehabilitation methods suggested. For pipes deemed to be at a lower risk of failure a re-inspection frequency should be determined.

D4. GENERAL REQUIREMENTS

D4.1 General Requirements of the Consultant

- D4.1.1 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.

- D4.1.2 Proponents 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).

D4.2 General Requirements for Project Deliverables

- D4.2.1** Where possible, all documents provided as PDF shall be in a single electronic file and searchable.
- D4.2.2** All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- D4.2.3** All draft and final Deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project etc.) and PDF.
- D4.2.4** 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.

D4.3 General Requirements for Meetings

- D4.3.1** Schedule and chair meetings as listed in D7.3.
- (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.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of consulting services for a detailed condition assessment of the Shoal Lake Aqueduct Branch II system from the Deacon Water Treatment Plant to the Wilkes Reservoirs at the Hurst Pump Station. 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 aqueduct inspections as outlined in D12; and
- (g) summary report detailing results and recommendations from the inspections as outlined in D13.
- D5.1.1 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.
- D5.2 The work will be coordinated with other ongoing projects and reviewed and approved by the Water and Waste Department. The shut-down/isolation of major water mains is carefully regulated and may require scheduling of up to a year in advance.
- D5.3 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.

D5.4 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

AND D5.5 if NOT stating the funds available and lowering the points for Fees/Total Bid Price in the evaluation. The funds available MUST be stated below if lowering the Fees in Evaluation of Proposals The funds available for this Contract are \$300,000.00

D6. DEFINITIONS

D6.1 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) "**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;
- (i) "**RFP**" means Request for Proposal;
- (j) "**SLA**" means Shoal Lake Aqueduct.;

D7. PROJECT MANAGEMENT

D7.1 The successful 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 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 contract work. 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.

D7.4 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 along with the associated as-builts, laying schedules and shop drawings to identify potential issues in carrying out the inspections and adjust program as necessary.
- D8.3 Research available inspection platforms to determine the equipment best suited for high quality inspections of the assets.
- D8.4 Research an existing standard to use or develop a risk-based rating system that will identify pipe defects, their severity, exposure to risk, and serviceability requirements. The rating system will show the probability and consequence of pipeline failure. Ideally, a 1 to 5 system, similar to the sewer rating system would be chosen or developed.
- D8.5 A complete risk assessment and workplan shall be done in order to evaluate go/no-go for the inspection or to modify the inspection to reduce risk. This must include the risks of: the inspection activities contributing to or causing a failure in the pipe; equipment becoming stuck and irretrievable; hydraulic reviews; off-spec water plans; and identification of any out of service windows for all work activities.
- D8.6 Present the risk assessment to the project team in a workshop and incorporate any changes or feedback into the workplan prior to posting the inspection tender.
- D8.7 Perform site investigations to confirm site access, pipeline location and configuration, plant access availability for equipment insertion, and other constraints that would impact the Work. Coordinate with Water Services Division to arrange for plant access and support.
- D8.8 Refine the project schedule.
- D8.9 Prepare a technical memorandum summarizing the research in D8.2 to D8.8 including final recommendations.
- D8.10 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 Prepare Tender documents to procure a Contractor for the inspection of the Branch II Aqueduct system.
- (a) Tender documents shall be consistent with past 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 inspection of the aqueduct.
- D9.2 Review past inspection contracts with stakeholders and refine the contract specifications. Where required, write specifications 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) alternate inspection platforms (as identified in D8.3) for the inspection of the aqueduct assets to collect high quality inspection data;
 - (b) inspections shall be carried out from a free swimming inspection platform, where possible, under live flow conditions; and
 - (c) inspections may need to be carried out at night for the ability to manipulate flow velocities and to minimize off spec water occurrences.
- D9.3 Prepare maps (drawings) showing all assets to be inspected labelled with asset numbers.
- D9.4 Include a table of assets to be inspected (Work Program) in MS Excel format.
- D9.5 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.
- D9.6 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.
- D9.7 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 Services

- (a) The Consultant Representative will be responsible to coordinate and conduct pre-construction meetings with all relevant parties and provide minutes to all relevant parties within seven (7) calendar days of the meeting.
- (b) Arrange for regular job meetings (minimum one per two-week period) on/near the work site or at an agreed location throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident Inspector, the Contractor, and the Department's Project Manager. Provide minutes of all site meetings within seven (7) calendar days of the meeting.
- (c) 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.
- (d) Monitor project progress and ensure all items of work are completed within the terms of the contract.
- (e) Determine the dates of Substantial and Total Performance and complete the corresponding Certificates.
- (f) Meet with the residents (as required) to review all Work to occur on private property. Prior to meeting with the residents, contact the City's Project Manager.
- (g) Provide the City's Project Manager with all Letters to Residents three weeks prior to delivery so the content can be reviewed and approved by WWD.
- (h) Create and provide Record Drawings showing all permanently installed fittings which were constructed to allow for inspection tool insertion.
- (i) 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 Services

- (a) Personnel experienced in pipeline construction and inspection are to be provided for continuous on-site inspection of the work.
- (b) Monitor the activities of the contractor to ensure:
 - (i) project schedules are being realized;
 - (ii) traffic control is in accordance with City specifications;
 - (iii) damage to private property is addressed;
 - (iv) contract requirements and specifications are being met;
 - (v) residential notices are being delivered on time;
 - (vi) site safety is in accordance with Provincial Regulations and approved Safe Work Plan. Procedures.
- (c) Coordinate with the Water Services Divisions as required to arrange access to the site and pipelines.
- (d) Provide Weekly Project Reports to the Department'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 Thursday after the week in question.
- (e) Monitor, document, and report all damage to City and private property caused by the Contractor.

- (i) take pre-construction (pipeline modifications) and pre-inspection digital photographs for all sites and provide to the City's Project Manager on a USB flash drive upon request.
- (f) Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis if required.
- (g) Make and submit GIS Error Reports to the City for any gross errors between records and actual field measurements.
- (h) 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

- (a) Only personnel with extensive experience and knowledge in water pipe construction techniques, condition assessment of pipes, identification of failure modes of various pipe materials, and rehabilitation methods will perform Analytical Services under this contract.
- (b) Only personnel listed in the proposal can perform this work. Any additional staff must be approved by the City's Project Manager before working on this Project.
- (c) Review and analyze pipeline inspection data acquired during this project for the development of the summary reports.
- (d) Use or develop a risk-based rating system that will identify pipe defects, their severity, exposure to risk, and serviceability requirements. The rating system will show the probability and consequence of pipeline failure.
- (e) Analytical Services will address the following;
 - (i) Structural Condition
 - ◆ Pipe Defects
 - ◆ Prestressing Wire Breaks
 - ◆ Material Degradation
 - (ii) External Pipe Pressures
 - (iii) Internal Pipe Pressures
 - (iv) Floatation Risk (if applicable)
 - (v) related to operations and future maintenance
 - (vi) Estimated Remaining Service Life
 - (vii) Factors of Safety against failure for Pipeline (Pipe only)
- (f) Provide pipeline rehabilitation recommendations along with their respective Class 5 estimated costs in the following timelines:
 - (i) 5 Year Capital Program (work to be completed within 5 years)
 - (ii) 10 Year Capital Program (work to be completed within 10 years)
 - (iii) >10 Year Capital Program (work to be completed beyond 10 years)
- (g) 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 Within ninety (90) days upon receiving the inspection data, provide a draft summary report document detailing the results of the inspection project. The report should, at a minimum, include the following sections:
- (a) Executive Summary
 - (b) Introduction

- (c) Planning
- (d) Risk Assessments
- (e) Technology Selection
- (f) Inspection Program Overview
- (g) Condition Assessment
- (h) Re-assessment/re-inspection Timelines
- (i) Failure Risks and Rehabilitation
- (j) Project Lessons Learned, and
- (k) Conclusions and Recommended Pipeline Rehabilitation Program
- (l) 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>.

- D13.2 Provide two (2) hardcopies and two (2) electronic copies (Microsoft Word and PDF) of the completed document to the Project Manager as a Draft Report in accordance with the Critical Stages listed in D18 for the purpose of review and comment. The Project Manager will return one copy with comments for inclusion in the Final Report.
- D13.3 Within thirty (30) days of receiving the comments, provide five (5) hardcopies and two (2) electronic copies (Microsoft Word and PDF) of the completed document to the Project Manager as the Final Report.
- 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.

SUBMISSIONS

D14. AUTHORITY TO CARRY ON BUSINESS

- D14.1 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.

D15. SAFE WORK PLAN

- D15.1 The Consultant shall provide the Project Manager 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.
- D15.2 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>

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 \$ 2,000,000 . per claim and \$ 2,000,000 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 any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D16.2(a) and D16.2(b).
- D16.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D16.2(a) and D16.2(c).
- D16.6 The Consultant shall provide the Project Manager 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 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 D16.9.
- D16.7 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.

- D16.8 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.
- D16.9 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 D14;
 - (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 February 19, 2021.

D18. CRITICAL STAGES

- D18.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Close Branch II aqueduct inspection Tender and make recommendation for award by August 30, 2021.
 - (b) Inspection work to commence by October 31, 2021.
 - (c) All inspection work must be completed by November 30, 2021.
 - (d) Complete all analytical no later than February 28, 2022.
 - (e) Submit Summary Report no later than March 28, 2022, unless agreed to by the Project Manager.

D19. COVID-19 SCHEDULE DELAYS

- D19.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the [Services](#) shall be performed by the Consultant 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 Project Manager.
- D19.2 If the Consultant is delayed in the performance of the [Services](#) by reason of the COVID-19 pandemic, the [Services](#) 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.
- D19.3 A minimum of seven (7) Calendar Days prior to the commencement of [Services](#), the Consultant shall declare whether COVID-19 will affect the start date. The Consultant 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.
- D19.4 For any delay related to COVID-19 and identified after [Services](#) have commenced, the Consultant 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 D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D19.5 The **Services** schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D19.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 In the event that funding for the Services 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.
- D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Consultant 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 Services under C7.
- D20.3 For the purposes of D20:
- (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.
- D20.4 Modified Insurance Requirements
- D20.4.1 If not already required under the insurance requirements identified in D16, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D20.4.2 The Consultant 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.
- D20.4.3 Further to D16.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services 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.
- D20.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D20.5 Indemnification By Consultant
- D20.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant 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 Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, 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.
- D20.6 Records Retention and Audits

- D20.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services 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.
- D20.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant 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 D20.6.1 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.
- D20.7 Other Obligations
- D20.7.1 The Consultant 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.
- D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant 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.
- D20.7.3 The Consultant 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 Services.
- D20.8 The Consultant shall properly account for the Services 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.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) 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
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 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 A Sterling BackCheck account must be setup 72 hours prior to requesting your first checks for any individual to allow sufficient time for activation of your account. If you have an existing City of Winnipeg Sterling Backcheck vendor account, you may skip to (c) below.
- (a) Authorized individual of contracting company: Complete the Sterling Backcheck Setup Form. There is no cost to your organization to set up your account. Click on the link below, complete the form and hit Submit. **(This form is completed by the company, not by the individual requiring the security clearance).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
 - (b) Within 48 hours you will receive your Username and Password for Sterling Backcheck. It will appear in your Inbox as a Welcome to Sterling Backcheck email. Please watch for it. Upon receipt you will be asked to login to the Sterling Backcheck website to set your security questions and password. Once you have done so you are ready to submit security clearance requests.
 - (c) In order to run a Criminal Record Check and/or Public Safety Verification, follow the steps below:
 - ◆ Click on the sub-tab labelled “Order eConsent”
 - ◆ Fill out the required information about your employee (the person that requires the security clearance)
 - ◆ Select your location under the “Order Information” section and enter your organization’s phone number, if required.
 - ◆ Select the individual service(s) that you require in the dropdown menu under the “Select Services” section. If you require both the Criminal Record Check and the Public Safety Verification, you will select Sterling Backcheck Package One (with electronic identity verification). Once selected, you should see that both the Canadian Criminal Record Check and the Public Safety Verification have a grey check mark beside them.
 - ◆ Scroll down to the bottom and click the blue “Submit” button. You have now invited your employee to complete their security clearance.
 - ◆ Employee receives the invitation, clicks on the link, and completes their Criminal Record Check and/or Public Safety Verification. This takes only a few minutes.

- ◆ 24 hours later the results go direct to City of Winnipeg and to your organization.

(d) If you have any questions please contact Linda Ferens directly at 204-999-0912 or by email at: <mailto:linda.ferens@sterlingcheck.com> OR <mailto:managedsupport@sterlingcheck.com>.

- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Project Manager with a Police Information Check and a Public Safety Verification 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 the Services.
- E1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification 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 Services.
- E1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services as specified in E1.1