



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 888-2010**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR SEWER  
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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR SEWER CONDITION ASSESSMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 10, 2010.

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 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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.

B3.5 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.

B3.6 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 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

## **B6. 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, Subconsultants and Key Personnel (Section C) in accordance with B9;
  - (b) Project Understanding and Methodology (Section D) in accordance with B10; and
  - (c) Project Schedule (Section E) in accordance with B11.
- 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, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound original (marked "original") and four (4) copies 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 be presented 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 Request for Proposal, will be evaluated in accordance with B18.1(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 11 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 its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- 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 D4 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 C10.1, 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, SUBCONSULTANTS AND KEY PERSONNEL (SECTION C)**

- B9.1 Proposals should include details demonstrating the history, experience and qualifications of the Proponent, Subconsultant and key personnel pertaining to their ability to effectively perform the work outlined in the Scope of Services identified for this Project.
- B9.1.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B9.2 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. PROJECT UNDERSTANDING AND METHODOLOGY (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 Describe your firm's project management approach 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.
- B10.3 Specifically address the deliverables and associated task requirements of the Scope of Work. Clearly identify and explain work activities and identify all significant assumptions and interpretations.
- B10.4 Proposals should describe:
- (a) the Proponents understanding of the project objectives and key issues for each phase of the work;
  - (b) the Proponents approach and methodology to complete the objectives;
  - (c) any initiative and innovation to be used to perform the Services;
  - (d) activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
  - (e) activities and services to be undertaken by subcontractors and equipment and supplies to be provided by the subcontractors; and
  - (f) the proposed deliverables of the Project.
- B10.5 Provide a table listing the amount of time to be dedicated to each phase or work activity of the Project for each person identified in B9.1.

## **B11. PROJECT SCHEDULE (SECTION E)**

- B11.1 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.
- B11.2 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. QUALIFICATION**

- B12.1 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.
- B12.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 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.
- B12.4 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.
- B12.5 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.

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

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Proponent and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B13.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

### **B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

### **B15. WITHDRAWAL OF OFFERS**

- B15.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

### **B16. INTERVIEWS**

- B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.



## **B17. NEGOTIATIONS**

- B17.1 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.
- B17.2 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.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, 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.

## **B18. EVALUATION OF PROPOSALS**

- B18.1 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 B12:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 35%         |
| (d) Experience of Proponent, Subconsultants and Key Personnel; (Section C)   | 30%         |
| (e) Project Understanding and Methodology (Section D)  | 30%         |
| (f) Project Schedule. (Section E)  | 5%          |
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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 responsible and qualified.
- B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B18.5 Further to B18.1(d), Experience of Proponent, Subconsultants and Key Personnel will be evaluated considering the experience on projects of similar size and complexity as well as other information requested.
- B18.6 Further to B18.1(e), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B18.7 Further to B18.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero or fail will be assigned to the incomplete part of the response.

**B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B19.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B19.5 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.
- B19.6 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 2010-10-01) 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](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:

Nick Clinch, C.E.T.

Email: nclinch@winnipeg.ca

Telephone No. (204) 986-4449

Facsimile No. (204) 224-0032

D2.2 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.

D2.3 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 Since 1998 the City of Winnipeg has been inspecting approximately 150 kilometres of its underground sewer infrastructure on a yearly basis. Professional engineering services are required to undertake a project to inspect and evaluate the condition of wastewater sewers for the 2011 budget year.

#### **D4. SCOPE OF SERVICES**

D4.1 The Scope of Services defined herein is intended as a general outline of the activities required to meet the project objectives. Proponents are encouraged to use their initiative when developing their proposals to further define the scope of the work activities and propose alternative or additional activities, which they consider appropriate or beneficial to the project.

D4.2 The Services required under this Contract shall consist of contract administration of a sewer cleaning and inspection contract and sewer condition assessments as described herein.

##### D4.3 General

D4.3.1 This assignment is part of the 2011 Capital Program for Sewer Renewals.

D4.3.2 The Services consist of the administration of a sewer inspection contract as well as performing condition assessment for approximately 108.5 km of wastewater sewers and manholes.

D4.3.3 The sewers are located in the Northwest Areas 1, 3 and 6 and King Edward Wastewater Sewer Districts which are shown on the attached map (Appendix A).

D4.3.4 The preliminary budget estimate including engineering and applicable taxes is \$2,050,000.00

D4.3.5 A Contractor production rate of 1000m/day shall be assumed for estimating purposes.

- D4.3.6 The Services should be performed in accordance with the City's Contract Administration Manual which can be found at [http://www.winnipeg.ca/matmgt/templates/contract\\_administration/Contract\\_Administration.stm](http://www.winnipeg.ca/matmgt/templates/contract_administration/Contract_Administration.stm)
- D4.4 Prepare Drawings and Bid Opportunity Documents
- D4.4.1 Confirm the SMS assets (sewers and manholes) to be inspected and create an SMS Inspection Work Program containing work orders for all wastewater sewers and manhole assets within the stated sewer district boundaries.
- (a) Land Drainage and Interceptor Sewers will not be inspected however some exceptions may apply.
- D4.4.2 Prepare all necessary documents for tendering and Submit to the Materials Management Division.
- (a) Bid Opportunity 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".
- (b) Review the past years inspection contracts with stakeholders and apply lessons learned to further refine the contract specifications.
- (c) Prepare maps (drawings) showing all assets to be inspected labelled with asset numbers and flow direction arrows.
- (d) Include a table of assets to be inspected (Work Program) in MS Excel format.
- D4.5 Award Contract
- D4.5.1 Review bid submissions for completeness and prepare bid tabulation.
- D4.5.2 Review low-bidder qualifications.
- (a) Perform a complete review of the Low Bidders qualifications should they be unfamiliar to the City to determine if they are capable of performing the work under the terms of the contract.
- (b) Conduct pre-award meeting if required.
- D4.5.3 Make recommendation of award to the Project Manager.
- D4.6 Contract Administration
- D4.6.1 Non-resident Services
- (a) The Consultant Representative will be responsible to coordinate and conduct a pre-construction meeting with all relevant parties in attendance and provide minutes to all relevant parties.
- (b) Arrange for regular job meetings on the work site or near the work site throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or their designate as well as the on-site inspector, the Contractor and the Department's Project Manager. Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (c) Monthly contract progress estimates are to be processed in a timely fashion in accordance with the General Conditions of The City of Winnipeg Standard Construction Specifications.
- (d) 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 shall identify any expected budget overruns or surpluses.
- (e) Monitor project progress and ensure all items of work are completed within the terms of the contract.

- (f) Ensure that inspections and data files are submitted on a weekly basis for the previous weeks work.
- (g) Determine the dates of Substantial and Total Performance and complete the corresponding Certificates.

#### D4.6.2 Resident Services

- (a) Personnel experienced in cleaning and inspection are to be provided for continuous on-site inspection of the cleaning and inspection work.
- (b) Monitor the activities of the contractor to ensure:
  - 1) project schedules are being realized;
  - 2) traffic control is in accordance with City specifications;
  - 3) damage to private property is addressed;
  - 4) contract requirements and specifications are being met;
  - 5) residential notices are being delivered on time;
  - 6) site safety is in accordance with Provincial Regulations.
- (c) Review video inspections on-site for adherence to the specifications and possible emergency repairs.
  - 1) Perform Quality Assurance / Quality Control (Qa/Qc) in the field and perform random resolution tests of captured video.
  - 2) Ensure that video is submitted to the Department for consideration of emergency repairs in a timely manner.
- (d) Co-ordinate with wastewater operations when working at or near lift stations, flow meters and overflow structures.
- (e) Provide weekly Project Progress Reports to the Department's Project Manager identifying days worked, days lost due to weather conditions, material, manpower and equipment employed by the Contractor and Work completed.
- (f) Update the Departments Yard Clerk of the addresses where notices have been delivered at the beginning of each working day and provide updates of completed locations twice a day.
- (g) Monitor all damage to private property, including basement flooding, caused by the Contractor and:
  - 1) ensure that acceptable repairs are made to the satisfaction of the homeowner and the Department;
  - 2) ensure that the Contractor submits a report for every incidence of property damage describing all actions taken and copies of agreements made;
  - 3) take before and after photographs (digital) of all damage.
- (h) Make and Submit GIS Error Reports to the City's Graphics Services Department for any gross errors between records and actual field measurements. Reports to be submitted the day the actual error is discovered.
- (i) Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis.

#### D4.6.3 Analytical Services

- (a) Only personnel with extensive experience and knowledge in sewer construction techniques, identifying the failure modes of various pipe materials and rehabilitation options currently employed by the Department shall assign SPG ratings and work orders under this contract.
- (b) Only personnel approved by the Project Manager shall perform this work.
- (c) Input inspection data received from the contractor into the SMS for evaluation.

- (d) Ensure that inspections with temporary ID's are assigned to the proper asset number once GIS corrections are made.
- (e) Perform Quality Assurance / Quality Control (Qa/Qc) to industry and Departmental standards for SPG evaluations and work order assignments.
- (f) Perform a cursory review of all sewer inspections for conformance to the specifications by the contractor. Review the Internal Condition Grade (ICG) and assign/update the actual Structural Performance Grade (SPG) for all assets.
  - 1) Cursory review to be completed within 5 working days of any video inspection being submitted by the contractor.
- (g) Perform complete review of all sewer entities SPG-3 or higher and prepare a work orders identifying the appropriate strategy for the rehabilitation of these sewers and manholes.
  - 1) SPG assignments shall be determined solely by expert opinion as to the likelihood of failure at any one location or on the entire sewer segment whichever is greater.
  - 2) Structural ratings shall be based on direct visual evidence of a failure mechanism and not based on conjecture such as assuming that a past repair has not been properly made.
  - 3) Where sewers have previously been inspected and assigned SPG values, re-evaluate the SPG. Some ratings may need to increase and some may have been rated too high and the SPG may need to be decreased. All corresponding work orders should be reviewed and updated where required in relation to current rehabilitation methods and trends.
- (h) Personnel assigning Work Orders shall meet with the Project Manager weekly to review random entries for Quality Control.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D5. AUTHORITY TO CARRY ON BUSINESS**

- D5.1 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.

### **D6. INSURANCE**

- D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D6.2 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, Contractor'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;
    - (v) 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 Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (b) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D6.2.1 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.
- D6.3 The policies required in D6.2 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.
- D6.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(b).
- D6.5 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 D6.10.
- D6.6 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.
- D6.7 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.
- D6.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D6.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D6.8.
- D6.10 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**

### **D7. COMMENCEMENT**

- D7.1 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.



- D7.2 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 D5;
    - (ii) evidence of the insurance specified in D6;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D7.3 The City intends to award this Contract by January 14, 2011.

**D8. CRITICAL STAGES**

- D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) A Contract for sewer cleaning and inspection shall be advertised by February 4, 2011 at the latest;
  - (b) Inspections should begin by April 18, 2011;
  - (c) All Work for this project shall be completed by November 4, 2011.

### APPENDIX A – 2011 INSPECTION AREA MAP

