



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1122-2016**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
2017 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**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1
D5. Ownership of Information, Confidentiality and Non Disclosure	6

#### Submissions

D6. Authority to Carry on Business	7
D7. Insurance	7

#### Schedule of Services

D8. Commencement	8
D9. Critical Stages	8

### PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

#### Appendix A – Sewer Inspections

#### Appendix B – Location Map

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2017 SEWER CONDITION ASSESSMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 16, 2017.

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, 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 Request for Proposal 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 Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 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.

B3.7 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 Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines, identified and necessary, for each Scope of Service phase of the Project, which include:

- (a) Program Management;
- (b) Project Development;
- (c) Drawing and Bid Document Preparation;
- (d) Procurement Process;
- (e) Contract Administration Services;
  - (i) Non-Resident
  - (ii) Resident
- (f) Analytical Services; and
- (g) Summary Report.

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 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 up to three projects of similar complexity, scope and value.

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) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (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;
- (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. If a project selected for a key person is included in B10.2, provide only the project name and the role of the key person. For other projects provide the following: Description of project;

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

**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 D4.

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 proposed Project budget;
- (d) the team's project delivery method in accordance with the City's Project Management Manual;
- (e) the City's Project methodology with respect to the information provided within this RFP; and
- (f) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **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.

## **B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

## **B14. QUALIFICATION**

- B14.1 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.
- B14.2 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>
- B14.3 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 the Security Clearances as identified in PART E - SECURITY CLEARANCE.

- B14.4 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.
- B14.5 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.

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>
- B15.3 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.
- B15.4 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.

#### **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished 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.

#### **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
  - B17.1.1 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.
  - B17.1.2 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.
  - B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.

**B17.2** A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

**B18.1** The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

**B19.1** 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.

**B19.2** 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.

**B19.3** If, in the course of negotiations pursuant to B19.2 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.

## **B20. EVALUATION OF PROPOSALS**

**B20.1** 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 B14:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 40%         |
| (d) Experience of Proponent and Subconsultant; (Section C)   | 10%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 20%         |
| (f) Project Understanding and Methodology (Section E)  | 25%         |
| (g) Project Schedule. (Section F)  | 5%          |

**B20.2** Further to B20.1(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.

**B20.3** Further to B20.1(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.

**B20.4** Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B20.5 Further to B20.1(d), Experience of Proponent and Key Personnel will be evaluated considering the experience of the organization and the qualifications and experience of Key Personnel on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Technical Proposal will be evaluated considering the firm's project understanding, objectives, approach and methodology and the project deliverables.
- B20.7 Further to B20.1(f), Management Proposal will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 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:

Paul Bortoluzzi, C.E.T.

Telephone No. 204 986-2944

Cell No. 204 226-2302

Facsimile No. 204 224-0032

Email Address: [pbortoluzzi@winnipeg.ca](mailto: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.

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

#### **D3. BACKGROUND**

D3.1 The City of Winnipeg has been inspecting its sewer infrastructure since 1998 starting with the combined sewers, followed by the wastewater sewers, the storm relief sewers, and just recently the land drainage sewer systems.

D3.2 Sewers that have previously been inspected and have an assigned Structural Performance Grade (SPG) of 3, 4, or 5 and where no rehabilitation has been completed, now require re-inspection to monitor their deterioration. In addition, major branch, and trunk sewers will be inspected regardless of the assigned condition rating. Finally, aging wastewater, storm relief and land drainage sewers with no previous inspections now require inspection to establish their structural condition.

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

D4.1 This Scope of Services identifies the Services required and is to provide a general guideline only. The Proponent will draw upon their expertise and knowledge in sewer condition assessment as well as their knowledge of the City's Sewer Inspection Program and sewer infrastructure to make the appropriate recommendations in their proposal.

D4.2 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)

D4.3 The Department requires condition assessment of approximately 124 kilometres of wastewater, combined, storm relief and land drainage sewers, along with their corresponding manholes and control structures located in various locations throughout the City.

D4.4 The work of this contract consists of consulting services to provide detailed design, procurement, contract administration, and analytical services for the sewer and manhole cleaning and inspection project (Sewer Inspections). The Sewer Inspections project, performed by the Contractor, will be tendered under a separate bid opportunity. The Consultant will perform condition assessment on sewers and manholes inspected by the Contractor.

- D4.5 The required condition assessments can be broken down as follows:
- a) 59.6 km of previously inspected sewers and manholes which now require another inspection due to their advanced state of deterioration;
  - b) 19.8 km of wastewater sewers and manholes which now require inspection due to their age;
  - c) 20.3 km of storm relief sewers and manholes which now require inspection due to their age; and
  - d) 24.2 km of land drainage sewers and manholes which now require inspection due to their age
- D4.6 These sewers are listed in Appendix A and shown on the location map in Appendix B.
- D4.7 Sewer Inspection Guidelines for Consultant Fee Basis
- D4.7.1 Pre-cleaning shall be done on all combined, storm relief and land drainage sewers less than 900mm in diameter and all wastewater sewers smaller than 450mm.
- D4.7.2 Large diameter sewers, equal to or greater than 900mm for combined, storm relief or land drainage and equal to or greater than 450mm for wastewater, will be inspected without pre-cleaning except as required.
- D4.7.3 The City uses its own Sewer Management System (SMS). This is a web-based program used to manage inspection data and condition ratings. SMS will be used by the Consultant for performing this Work.
- D4.7.4 The preliminary budget estimate including engineering and applicable taxes is \$2,500,000.00.
- D4.7.5 An average Contractor inspection rate of 1375m/day should be assumed for estimating purposes. This amount can vary depending on the successful Contractor or type of inspection and size of pipe inspected.
- D4.8 Program Management
- D4.8.1 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting on accordance with the City of Winnipeg's Project Management Manual and templates.
- D4.8.2 Develop, host, and maintain a Microsoft SharePoint site (SharePoint) that is updated on a daily basis at the start and end of each workday, and also as required. The Consultant is responsible for providing key project staff (consultant, contractor, and City) access to SharePoint.
- D4.8.3 Coordinate and conduct a pre-construction meeting with all relevant parties and provide minutes to all relevant parties within seven (7) calendar days of the meeting.
- D4.8.4 Arrange for regular job meetings at an agreed location throughout the duration of the project. 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.
- D4.9 Project Development
- D4.9.1 Meet with stakeholders and identify the general strategy for completing the project.
- D4.9.2 Review the SMS assets (sewers, manholes, and chambers) to be inspected (Appendix A) and create an Inspection Work Program in SMS and the corresponding inspection work orders.
- D4.9.3 Identify errors and omissions in the Work listed in Appendix A and review with the Project Manager.
- D4.9.4 Perform a general site investigation and identify any locations with access issues.

- D4.9.5 Refine the project schedule.
- D4.10 Drawing and Bid Document Preparation
- D4.10.1 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".
- D4.10.2 Review the past inspection contracts with stakeholders and refine the contract specifications. Where required, write specifications modifying The City of Winnipeg Standard Construction Specifications CW 2140 and CW 2145 to suit the nature of the Work and to apply lessons learned from past contracts. Known specifications additions will include, but not be limited to:
- (a) an amount of miscellaneous hourly 'as-required' cleaning for sewers and manholes;
  - (b) an amount of miscellaneous hourly 'as-required' inspection for sewers and manholes;
  - (c) an amount of miscellaneous hourly 'as-required' cleaning for other structures. Other structures include: lift stations, control structures, overflow structures, etc.;
  - (d) where possible the inspections shall be carried out from a wheeled or track-driven inspection platform but in areas with high flow or soft debris a floating platform or skid will be required;
  - (e) for some sewers, inspections may need to be carried out at night during low flow conditions or for traffic considerations.
- D4.10.3 Prepare maps (drawings) showing all assets to be inspected labelled with asset numbers and flow direction arrows.
- (a) Show all lift stations, flow monitor installations, and gate chambers/control structures that may affect or be affected by the work;
  - (b) Show the locations of all "white-cap hydrants" in the general areas of the sewers to be inspected. The City will provide all GIS data for white-cap hydrants. Water required for the work will only be taken from these hydrants.
- D4.10.4 Include a table of assets to be inspected (Work Program) in MS Excel format.
- D4.10.5 Prepare a pre-tender estimate and provide to the Project Manager. The Project Manager must approve the pre-tender estimate prior to posting the tender.
- D4.10.6 Provide an accurate defensible estimate of costs for liquidated damages including City costs as well (provided by the Project Manager). The Project Manager must approve the estimate of costs for liquidated damages prior to posting the tender.
- (a) Charges for Liquidated Damages must be consistent with amounts estimated in the Fee Proposal for Contract Administration.
- D4.11 Procurement Process
- D4.11.1 Review bid submissions for completeness and prepare bid tabulation.
- D4.11.2 Review low-bidder qualifications.
- (a) Perform a complete review of the Low Bidders qualifications to determine if they are capable of performing the work under the terms of the contract.
  - (b) Conduct a pre-award meeting if required.
- D4.11.3 Make a recommendation of award to the Project Manager.
- D4.12 Contract Administration Services
- D4.12.1 Non-Resident
- (a) Process monthly contract progress estimates in a timely fashion in accordance with the General Conditions of The City of Winnipeg Standard Construction Specifications.

- (b) 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.
- (c) Monitor project progress and ensure all items of work are completed within the terms of the contract.
- (d) Ensure the Contractor submits the inspections and data files to the Consultant on a weekly basis for the previous week’s work.
- (e) Determine the dates of Substantial and Total Performance and complete the corresponding Certificates.
- (f) Look for and document locations of dry weather overflows in all SRS pipes. The Consultant will notify the Project Manager immediately upon encountering such locations.
- (g) Look for and document locations of infiltration and inflow (I & I) in all sewers. The Consultant will notify the Project Manager immediately upon encountering locations of I & I.
- (h) Information provided by the Consultant on SharePoint will include, but not be limited to: project records, Notices to Residents, Resident Complaints, Emergency Repair Details, White-Cap Hydrant locations, and Project Progress Details.
- (i) Ensure that SMS is updated on a regular basis throughout the duration of the project.
  - (i) Where inspections could not be completed in full, ensure the comments field in the inspection window shows details of the Survey Abandoned (SA) along with the percent of obstruction – i.e. SA, Debris 40%.
  - (ii) Where inspections could not be obtained, update the asset comments field in SMS with the reasons why. If maintenance is required to obtain the inspections, create the corresponding work orders in SMS.
- (j) For asset inspections that could not be attempted or completed;
  - (i) Update SharePoint with the reasons why they could not. These reasons are to be provided by the Resident Inspector and the Contractor.
  - (ii) Update SMS accordingly to reflect these locations.

D4.12.2 Resident

- (a) Personnel experienced in sewer 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.
- (c) Review video inspections on-site for adherence to the specifications.
  - (i) perform Quality Assurance / Quality Control (Qa/Qc) in the field and perform random resolution tests of captured video;
  - (ii) ensure that video is submitted to the Department for consideration of emergency repairs in a timely manner.
- (d) Update the Water and Waste Department’s Asset Management Branch of the addresses where notices have been delivered at the beginning of each working day and provide daily updates of completed locations.
- (e) Co-ordinate with the Wastewater Services Division when working at or near lift stations, flow meters and overflow structures.



- (f) Co-ordinate with the Water Services Division for hydrant approval and monitor hydrant operation by the Contractor to ensure conformance with City requirements. Ensure that only personnel trained by Water Services operate hydrants.
- (g) 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 following Wednesday.
- (h) Monitor all damage to private property, including basement flooding, caused by the Contractor and:
  - (i) ensure that acceptable repairs are made to the satisfaction of the homeowner and the Department;
  - (ii) ensure that the Contractor submits a report for every incidence of property damage describing all actions taken and copies of agreements made;
  - (iii) take before and after photographs (digital) of all damage.
- (i) Make and submit GIS Error Reports to the City's Graphics Services Department for any gross errors between records and actual field measurements.
  - (i) on the day the error is discovered, update SharePoint with the details;
  - (ii) prepare the GIS Error Reports and submit with the Weekly Reports.
- (j) Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis.
- (k) For asset inspections that could not be attempted or completed;
  - (i) record the reasons why they could not be attempted or completed for the purpose of updating SharePoint. Common reasons include, but are not limited to, excessive debris, access issues, flow conditions, etc.

#### D4.13 Analytical Services

- (a) Only personnel with extensive experience and knowledge in sewer construction techniques, identification of failure modes of various pipe materials, and rehabilitation methods currently employed by the Department, will assign SPG ratings and work orders under this contract.
- (b) Only personnel listed in the proposal can perform this work. Any additional staff must be proposed to, and approved by the City's Project Manager before working on this Project.
- (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 and manhole inspections provided by the contractor for conformance to the specifications.
  - (i) Cursory review to be completed within five (5) working days of any video inspection being submitted by the contractor.
- (g) Review the Internal Condition Grade (ICG) and assign/update the actual Structural Performance Grade (SPG) in the SMS for all assets.
- (h) Perform a complete review of all sewer and manhole inspections with an SPG value of 3, 4, or 5, and enter work orders in SMS identifying the appropriate rehabilitation strategy.
  - (i) SPG assignments must be assigned to the entire asset based on the likelihood of failure at any one location or on the entire asset (sewers and manholes), whichever is greater.

- (ii) SPG assignments must be based on structural defects that exist within the asset.
  - (iii) for assets that have previously been inspected and assigned SPG values, re-evaluate the SPG. Assign/update the SPG based on structural defects that exist within the asset in the most current inspection. All corresponding work orders should be reviewed and updated where required in relation to current rehabilitation methods and trends. Notify the Project Manager of all assets with 'Pending' Work Orders.
- (i) Personnel assigning SPGs and work orders will meet with the Project Manager weekly to review random entries for Quality Control.

#### D4.14 Summary Report

- D4.14.1 Provide a final report discussing the overall condition of the sewers and manholes inspected and identify any areas of concern. Provide six (6) hard copies and one (1) digital copy of the final report to the Project Manager in accordance with the Critical Stages listed in D10.
- D4.14.2 In graph and tabular form, summarize the overall condition of SPG values by length and segment count for all inspection types (i.e. Inspections, Re-Inspections, and Trunk Sewers) included in this program.
- D4.14.3 Report on changes in SPG values between the current inspections and the previous inspections, where applicable, including factors affecting the changes.
- D4.14.4 Provide a summary of assets where inspections were not possible and reasons why inspections were not completed.
- D4.14.5 Provide a summary of assets that required GIS Error Reports.
- D4.14.6 Provide a summary of manhole assets with weirs, including depths and other relevant details.
- D4.14.7 Provide a summary of rehabilitation work type for each inspection type (i.e. Inspections, Re-Inspections, and Trunk Sewers) included in this program.
- D4.14.8 Include a discussion of lessons learned and recommendations for future sewer inspection contracts.
- D4.14.9 Hand deliver (in person) all DVD and two (2) hard drive inspection media to the Project Manager.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

## SUBMISSIONS

### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

### D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.

D7.2.1 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.

D7.3 The policies required in D7.2(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.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

D7.5 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 D7.8.

- D7.6 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.
- D7.7 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.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D8. COMMENCEMENT**

- D8.1 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.
- D8.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by February 24, 2017.

### **D9. CRITICAL STAGES**

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) The City intends to award this contract by February 24, 2017;
  - (b) Close Sewer Inspection Bid Opportunity and make recommendation for award by May 12, 2017;
  - (c) Inspection work to commence by June 19, 2017;
  - (d) All inspection work must be completed by November 10, 2017;
  - (e) Complete all analytical no later than December 1, 2017;
  - (f) Submit Summary Report no later than January 5, 2018.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 The original Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1.