



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 531-2020

**PROFESSIONAL CONSULTING SERVICES FOR CONDITION ASSESSMENT OF
HIGH RISK SEWER & WATER RIVER CROSSINGS PHASE THREE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR CONDITION ASSESSMENT OF HIGH RISK SEWER & WATER RIVER CROSSINGS PHASE THREE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 4, 2020.
- B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proponent shall utilize and submit **Form B: Fees**, making all required entries to summarize their Fee Proposal for the proposed Services. All tasks will be used in the evaluation of fees with the exception of B8.4 and B8.5.
- B8.2 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D5 Scope of Services, for the following tasks:
- (a) Project Management (D5.7)
 - (b) Consultant Progress Reports (D5.8)
 - (c) Project Development (D5.9)
 - (d) Technical Memorandums (D5.10)
 - (e) Inspection Program Workshops (D5.11)
 - (f) Drawing and Tender Preparation (D5.12)
 - (g) Procurement Process (D5.13)
 - (h) Construction Meeting Minutes (D5.14)

- (i) Non-Resident Contract Administration Services (D5.15.1)
 - (j) Resident Contract Administration Services (D5.15.2)
 - (k) Condition Assessment (D5.16)
 - (l) Record Drawings (D5.17)
 - (m) Summary Report (D5.18), and
 - (n) Project Close-Out Presentation (D5.19)
- B8.2.1 The Fixed Fee shall be on a per site basis for B8.2(i), B8.2(j), and B8.2(k).
- B8.3 The Proposal shall include a separate Incentive Allowance in the amounts shown for each of the following items as identified in D5 Scope of Services:
- (a) Consultant Progress Reports Incentive \$5,000 (D5.20)
 - (b) Technical Memorandums Incentive \$2,500 (D5.21)
 - (c) Construction Meeting Minutes Incentive \$2,500 (D5.22)
 - (d) Draft Summary Report Incentive \$2,500 (D5.23), and
 - (e) Final Summary Report Incentive \$2,500 (D5.24)
- B8.4 The Proposal shall include a separate \$50,000 Time-Based allowance for Emergency Investigation as described in D5.25.
- (a) Allowance for Emergency Investigation has been included on Form B: Fees, as the City's estimate of costs for this disbursement.
 - (b) The Proponent should include Form P: Person Hours for all individuals proposed for this project.
 - (c) The Emergency Investigation allowance is to be used for unforeseen engineering services that arise during pipeline modifications, cleaning, and inspection that are beyond the scope of condition assessment activities.
 - (d) The Emergency Investigation allowance shall only be used with written permission of the Project Manager.
- B8.5 Allowance for Disbursements for Underground Structures information, Materials Testing, and Emergency Investigation has been included on Form B: Fees, as the City's estimate of costs for these disbursements.
- B8.6 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.6.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.7 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.
- B8.8 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.
- B8.9 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.10.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D10. Any such costs shall be determined in accordance with D10.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three 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, shown separately as per;
 - (i) consultant's cost
 - (ii) contractor's cost
- (d) original and final project schedules;
 - (i) consultant, including;
 - (i) project development/design
 - (ii) contract administration
 - (iii) condition assessment
 - (iv) draft and final reports
 - (v) project close-out
 - (ii) contractor, including;
 - (i) procurement
 - (ii) construction
 - (iii) final acceptance
- (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) Geotechnical Lead
- (f) Condition Assessment Team, and
- (g) Other Key Personnel as required

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the

Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D5.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues;
 - (c) the proposed Project budget;
 - (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.
- B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.8 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments,

durations (weekly timescale), technical memorandum dates, deliverable dates, 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, tendering, administration, and project completion 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 RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

- B13.2 The Persons are:

(a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

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

- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - SECURITY CLEARANCE.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 25% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 5% |

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.3.

B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.

B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.

B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D10 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Armand L. Delaurier, C.E.T.
Telephone No. 204 986-6636
Email Address: adelaurier1@winnipeg.ca

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

D3. BACKGROUND

D3.1 The City of Winnipeg's water distribution system and sewer collection system crosses City watercourses at numerous locations. The inventory includes 70 water main crossings and 41 sewer crossings (some twinned). Most of these crossings are true river crossings though some are elevated crossings suspended from bridges.

D3.2 The river crossings are all considered high risk assets due to a combination of their location, age and unknown condition. While the consequence of failure is largely driven by asset location, the probability of failure could be better managed if the condition of the pipelines is known.

D3.3 During Phase One and Two, 20 of these high risk river crossing pipelines were inspected between 2012 and 2018. Additional crossings (listed in D5.4) now require inspection to confirm condition and resulting remaining service life.

D4. GENERAL REQUIREMENTS

D4.1 General Requirements for project deliverables

D4.1.1 Project deliverables include but are not limited to

- (a) Drawing and Tender documents;
- (b) Consultant Progress Reports;
- (c) Technical Memorandums;
- (d) Meeting Minutes;
- (e) Record Drawings;
- (f) Draft Summary Report; and
- (g) Final Summary Report.

D4.1.2 Where possible, all documents shall be provided in PDF format, using the appropriate Project Management Manual template where required. Upon request, the consultant shall provide the documents in MS Word format

D4.1.3 Project deliverable due dates and review periods are identified in D5 Scope of Services.

D4.1.4 All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

D4.1.5 All City review comments shall be considered and incorporated into the final version, if applicable.

D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of Condition Assessment of High Risk Sewer and Water River Crossings in accordance with the following major components or Work:

- (a) Project Management; (D5.7);
- (b) Consultant Progress Reports (D5.8);
- (c) Project Development (D5.9);
- (d) Technical Memorandums (D5.10);
- (e) Inspection Program Workshops (D5.11);
- (f) Drawings and Tender Preparation (D5.12);
- (g) Procurement Process (D5.13);
- (h) Construction Meeting Minutes (D5.14);
- (i) Contract Administration Services (D5.15);
- (j) Condition Assessment (D5.16);
- (k) Record Drawings (D5.17);
- (l) Summary Report (D5.18);
- (m) Project Close-Out Presentation (D5.19);
- (n) Consultant Progress Reports Incentive (D5.20);
- (o) Technical Memorandums Incentive (D5.21);
- (p) Construction Meeting Minutes Incentive (D5.22);
- (q) Draft Summary Report Incentive (D5.23);
- (r) Final Summary Report Incentive (D5.24); and
- (s) Emergency Investigation (D5.25).

D5.1.1 The Services required for this project shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D5.2 The following shall apply to the Services:

- (a) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D5.3 The funds available for this Contract are \$500,000. This includes engineering costs and applicable taxes.

D5.4 The City of Winnipeg's Water and Waste Department (WWD) requires condition assessment of 13 high risk sewer and water river crossing pipes (at ten sites) as well as riverbank assessments. The ten sites are as follows:

Site No.	Type	Location	Asset ID	Asset Function	Watercourse	Size (mm)	Material	Pipeline Assessment	Riverbank Assessment
1	Sewer	Old Forks Bridge (east and west pipes)	MA70058265 MA70058225	Force mains (bridge-mounted)	Assiniboine River	500 & 600	Steel	Yes	No*
2	Sewer	Provencher Bridge (north and south pipes)	MA70050829 MA70050831	Force mains (bridge-mounted)	Red River	300 & 300	Steel	Yes	No*
3	Sewer	Norwood Bridge	MA70057926	Force mains (bridge-mounted)	Red River	500	Steel	Yes	No*
4	Sewer	Fort Garry Bridge (north and south pipes)	MA70020023 MA70053063	Siphons	Red River	700 & 800	HDPE	Yes	Yes
5	Sewer	West Perimeter Bridge	MA70028006	Force main	Assiniboine River	400	Steel	Yes	Yes
6	Water	Dakota	n/a	Feeder main	Seine River	600	PCCP	Yes	Yes
7	Water	Rouge Road	n/a	Feeder main	Sturgeon Creek	600	PCCP	Yes	Yes
8	Water	West End (Omand's)	n/a	Feeder main	Omand's Creek	900	PCCP	Yes	Yes
9	Water	West End (Truro)	n/a	Feeder main	Truro Creek	900	PCCP	Yes	Yes
10	Water	Haney-Moray	n/a	Feeder main	Assiniboine River	450	CPP	Yes	Yes

* Not required as pipe is mounted to bridge.

D5.5 The Work will be coordinated with other ongoing projects and reviewed and approved by the Water and Waste Department. The shutdown/isolation of major sewer mains and water mains is carefully regulated and may require scheduling of up to a year in advance.

D5.6 The Water Services Division may conduct baseline leakage tests at Sites 6 - 10 in D5.4 prior to project start-up. Results will be provided to the Consultant.

D5.7 Project Management

D5.7.1 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.

D5.7.2 The Consultant will be responsible to manage the project and report project status in accordance with the City's Project Management Manual (PMM) and corresponding templates. The Consultant will contact the City's Project Manager to ensure the proper templates are used.

D5.7.3 The Consultant will review and update the following templates as required:

- (a) Stakeholder Assessment and Communication Plan
- (b) Project Risk Management Plan

D5.7.4 The Consultant's Project Manager shall:

- (a) Direct and coordinate efforts of the Consultant's team to achieve the specific project goals, objectives, and deadlines while meeting the City's requirements.
- (b) Liaise with the City's Project Manager on a weekly basis (or as required) to provide project progress and or to discuss project specifics.
- (c) Provide meeting minutes and or emails, upon request, to the Project Manager summarizing any meetings and or discussions held between the consultant and WWD.

D5.8 Consultant Progress Reports

D5.8.1 The Consultant shall prepare and submit monthly reports using the Consultant Progress Report template from the Project Management Manual. All sections within this report shall be completed. One report shall be submitted for each month. For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the City's Project Manager.

- (a) Include a detailed monthly "cost to complete" report. The report is to include the actual costs to date (for consultant and contractors) plus projected costs to complete the contract including allowances for any unforeseen costs. The report will identify any expected budget overruns or surpluses.

D5.8.2 Consultant Progress Reports shall be submitted to the City's Project Manager by the fifteenth (15th) day of the following month. When the 15th day of the month falls on a weekend, the report shall be submitted on the first working day of the following week.

D5.8.3 Invoicing and payment of the Consultant Progress Report task will be based on an approximate amount of twenty (20) monthly reports, each of equal value. The Consultant can invoice up to 5% of the total fee for Consultant Progress Report task for each monthly report submitted and accepted by the Project Manager. A maximum amount of 95% can be invoiced prior to the acceptance of the Draft Summary Report.

D5.8.4 The Consultant will be paid the full amount of this task if less than twenty (20) reports are required for the successful completion of the project. No additional payment will be made if more than twenty (20) reports are required for the project.

D5.8.5 Monthly Consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.

D5.8.6 Related to the Consultant Progress Reports task, is the 'Consultant Progress Reports Incentive' allowance as outlined in D5.20.

D5.9 Project Development

D5.9.1 Meet with City stakeholders and identify the general strategy for completing the project.

D5.9.2 Planning, Reviews, and Condition Assessment Risk Assessments

- (a) A complete risk assessment of each crossing shall be done in order to evaluate go/no-go for the inspection or to modify the inspection to reduce risk. This must include the risks of the inspection activities (modifications, cleaning and preparation, and inspection) contributing to or causing a failure in the pipe or that equipment may become stuck and irretrievable.
- (b) The available as-built information for these crossings is limited and may be inaccurate. Detailed preliminary reviews of the sites shall be performed by the Consultant to determine whether modifications to the site will be required to facilitate inspection.
- (c) Perform site investigations to confirm site access, pipeline location and configuration, pipeline and fitting materials, plant access availability for equipment insertion, and other constraints that would impact the Work. Coordinate with Services Divisions to arrange for plant access and support.
- (d) Prepare and present two Inspection Program Workshops to the project team in accordance with D5.11.

D5.9.3 Technology Selection

- (a) The Consultant shall review and recommend the appropriate inspection technology for each pipe within this project.
- (b) The Consultant shall consider all inspection technologies that are suitable for each pipe material type that allow for the completion of condition assessment.
- (c) The Consultant shall submit a Technology Selection technical memorandum to the City's Project Manager in accordance with D5.10.

D5.9.4 Inspection Approach

- (a) The Consultant shall prepare and recommend an inspection approach strategy that balances the risks, costs, and effort to undertake pipe modifications and inspections versus the results required to adequately perform condition assessment.
- (b) The strategy shall consider all assessment techniques and technologies. Where less invasive and lower-cost inspections are sufficient to undertake condition assessment, more invasive and higher-cost inspections may not be required. Assessment techniques and technologies include but are not limited to;
 - (i) Desktop assessments;
 - (ii) Visual inspections;
 - (iii) Direct site observations;
 - (iv) Leak detection;
 - (v) Sonar inspections;
 - (vi) Closed-Circuit Television (CCTV) inspections;
 - (vii) Ultrasonic inspection; and
 - (viii) Electromagnetic inspections.
- (c) For steel sewer force mains attached to bridges, it may be sufficient to undertake electromagnetic inspections at representative locations if internal continuous inspections are not possible.
- (d) Where required, the City's Project Manager will assist in coordinating the use of the Under Bridge Crane from the Public Works Department.
- (e) For feeder mains, a staged condition assessment approach shall be undertaken. The Consultant shall follow the recommendations included in AECOM's Feeder Main Risk Assessment Report. This report will be made available upon written request.
- (f) The Consultant shall preform individual site assessments including but not limited to the following:
 - (i) Pipe buoyancy; and
 - (ii) Disposal of chlorinated water
- (g) The Consultant shall submit an Inspection Approach technical memorandum to the City's Project Manager in accordance with D5.10.

D5.9.5 Geotechnical Assessment

- (a) The Consultant shall carefully analyze the riverbank within a 30m influence of the pipeline crossing locations to confirm stability and conditions which could cause pipe failure.
- (b) Review existing documents, records, aerial photographs, LiDAR data, and historical geotechnical information to understand past performance and to obtain available surface/subsurface information, for the purpose of:
 - (i) Determining the riverbank height and slope inclination;
 - (ii) Identifying the soil type (alluvial or lacustrine);
 - (iii) Quantifying the steepness of the banks and the potential for bank instabilities;

- (c) LiDAR data, and additional available data from the City of Winnipeg's Riverbank Asset Management System can be provided to the successful proponent upon written request.
- (d) The geotechnical reports can be provided to the proponent upon written request. The reports known to exist for the following sites are:
 - (i) Site 4 – Fort Garry Bridge siphons (Red River)
 - (ii) Site 5 – West Perimeter Bridge force main (Assiniboine River)
 - (iii) Site 6 – Dakota feeder main (Seine River)
 - (iv) Site 7 – Rouge Road feeder main (Sturgeon Creek)
 - (v) Site 8 – West End feeder main (Omand's Creek)
 - (vi) Site 10 – Haney-Moray feeder main (Assiniboine River)
- (e) Collect additional site data to rank the condition of the riverbank in terms of potential to damage the pipeline. This additional data may include, but not limited to the following attributes:
 - (i) Riverbank condition;
 - (ii) Slope inclination;
 - (iii) Bank Height;
 - (iv) Erosion; and
 - (v) Vegetation.
- (f) Assign a Slope Condition Grade (SCG) at each site. The SCG is an indication of the overall slope stability in terms of its ability to engage the pipe. The SCG will be similar to the existing 5-point structural condition system in Water Research Centre (WRC).
- (g) Assign an Erosion Condition Grade (ECG) at each site. The ECG is an indication of toe erosion potential of the slope which could lead to or initiate larger slope failure. The ECG will be similar to the existing 5-point service condition system in WRC.
- (h) The Consultant shall submit a Geotechnical Assessment technical memorandum (TM) to the City's Project Manager in accordance with D5.10.
 - (i) The technical memorandum should include recommendations for future site specific geotechnical monitoring programs if deemed necessary to better understand geotechnical related issues that could put the pipeline at risk of failure.

D5.9.6 Inspection Program

- (a) The Consultant shall prepare and recommend an inspection program that includes all aspects of the work including but not limited to the following:
 - (i) Shut down protocols;
 - (ii) Risk mitigation plans;
 - (iii) Pipe modifications;
 - (iv) Pipe cleaning, preparation, and support activities;
 - (v) Pipe inspection;
 - (vi) Pipe reassembly; and
 - (vii) Site restoration.
- (b) The Consultant shall submit an Inspection Program technical memorandum to the City's Project Manager in accordance with D5.10.

D5.9.7 Hydraulic Assessment

- (a) The Consultant shall perform a hydraulic assessment at each site including but not limited to the following:
 - (i) System impact during pipe modifications, cleaning, and inspection;
 - (ii) System storage, by-pass options, and diurnal flow patterns for sewer crossings;
 - (iii) Off-spec water plans; and

(iv) Identification of out-of-service windows for all work activities.

(b) The Consultant shall submit a Hydraulic Assessment technical memorandum to the City's Project Manager in accordance with D5.10.

D5.10 Technical Memorandums

D5.10.1 Prepare and submit a technical memorandum to identify and address, at a minimum, the following:

- (a) Technology Selection;
- (b) Inspection Approach;
- (c) Geotechnical Assessment;
- (d) Inspection Program; and
- (e) Hydraulic Assessment.

D5.10.2 The TM shall be submitted to the City's Project Manager by the mutually agreed-upon deadline, which will be determined during the project development stage.

D5.10.3 Invoicing and payment of the Technical Memorandum (TM) task will be based on five (5) TMs, each of equal value. The Consultant can invoice up to 20% of the total fee for Technical Memorandum task for each TM submitted and accepted by the Project Manager.

D5.10.4 Related to the Technical Memorandums task, is the 'Technical Memorandums Incentive' allowance as outlined in D5.21.

D5.11 Inspection Program Workshops

D5.11.1 The Consultant will prepare and present two inspection program workshops (PowerPoint format) to the project team - one for water crossings and one for sewer crossings - prior to posting the Pipeline Modifications tender. The relevant information prepared within the technical memorandums (D5.11) shall be included in the presentation where applicable.

D5.11.2 The Consultant shall provide the Microsoft PowerPoint document to the City's Project Manager within one (1) working day after completion of the inspection program workshop.

D5.11.3 Payment for the Inspection Program Workshop will be as follows:

- (a) 50% upon successful completion of the water workshop and receipt of the Microsoft PowerPoint document
- (b) 50% upon successful completion of the sewer workshop and receipt of the Microsoft PowerPoint document

D5.12 Drawings and Tender Preparation

D5.12.1 The Consultant will perform all duties related to detailed design, specification development, tendering, contract administration, and record drawings for the following two types of Tenders:

- (a) Provision of Pipeline Access Modifications and Support Services for High Risk Sewer and Water River Crossing Inspections (Pipeline Modifications), and
- (b) Pipeline Inspections of the High Risk Sewer and Water River Crossings (Pipeline Inspections).
 - (i) The Consultant may be required to prepare multiple tenders to ensure the appropriate inspection technologies address the failure mechanisms of the specific pipe type, and that allow its condition assessment.
 - (ii) Where possible, the Consultant shall consider grouping inspection technologies together to minimize duplication of work. The Consultant shall explain how they plan on structuring these inspection tenders (either combined or separately by pipe type and or inspection technology type) so the evaluation committee has a clear understanding of the pros and cons of each.

- (i) The Consultant shall provide a separate fee on Form B for each inspection tender type should more than one be required. A maximum of three inspection tenders will be allowed.
- (ii) The Consultant will only be paid for the number of inspection tenders prepared and issued for this project.
- (iii) The Consultant shall also indicate what inspection types can, or should be, included with other existing WWD inspection projects to minimize costly, one-off tenders.

D5.12.2 The Tenders will include the following clauses:

- (a) The Contractor shall perform all work in such a manner to minimize the chance that equipment used for modifications, cleaning, and inspection, will become stuck in the pipe.
- (b) Should equipment become stuck that cannot be retrieved by the Contractor, the City may handle the retrieval efforts by any means necessary to restore proper functionality of the pipe. The City will not pay for any resulting tool damage or loss during the equipment retrieval efforts.

D5.12.3 Where applicable, equipment, such as cleaning pigs, will be tethered. All tethered equipment will be manufactured to handle the pulling forces required for cleaning and inspection operations.

D5.12.4 Work on water mains will not be allowed from May long weekend to September long weekend unless approved by WWD.

D5.12.5 The Pipeline Modifications tender will modify system configuration as required to provide access to the pipelines for cleaning and inspection purposes.

- (a) Pipeline modifications that will allow for future cleaning and inspection activities will remain as a permanent installation. All modifications, such as riser tubes for tool insertion, will be considered as temporary and only used during this inspection project. Upon completion of the inspections, all temporary modification piping and fittings will be turned over to the appropriate Service Division.
- (b) The Consultant will conduct investigations to confirm pipeline locations and configurations to determine what modifications are required to facilitate the inspection phase.
- (c) The Consultant will contact the City's Riverbank Management Engineer in the Planning, Property and Development Department, to secure all required waterway permits for the duration of the project
- (d) The Tender will include an item for the contractor to provide support activities for trial shutdowns. Trial shutdowns shall be undertaken where required to:
 - (i) Confirm the appropriateness of shutdown protocols;
 - (ii) Confirm all equipment and materials are in place to perform pipeline modifications;
 - (iii) Determine or confirm the available shutdown window (timelines) to complete the work; and
 - (iv) Identify other areas of concerns prior to actual shutdowns.
- (e) Pipe modifications will include, but are not limited to, isolation valves, launch wyes, pipeline cleaning, and chamber modifications required for inspections.
- (f) The pipe modifications contractor will also provide preparation and support services during the inspections.
 - (i) Preparation will include activities, as required, to gain access to the pipe, such as but not limited to: exposure of buried launch wyes, removal of blind flanges, and re-establishing access.
 - (ii) Support will include activities required to assist with tool insertion and removal during pigging and inspection operations.

- (iii) All site restoration activities.
 - (g) The pipeline modifications tender will include a \$75,000 contractor's provisional item for Emergency Investigation work that shall only be used if required, and only upon approval by the City's Project Manager. Appropriate clauses for use and payment of the Emergency Investigation work shall be included in the tender document
- D5.12.6 The Pipeline Inspections tender(s) will be prepared for the purpose of assessing pipe condition. The commencement of inspections will occur upon completion of the corresponding pipeline modifications or when the pipes are ready to be inspected.
 - (a) Inspection methods will be selected to assess pipe condition.
 - (b) The tender(s) will include pipe cleaning and inspection.
 - (i) Cleaning will include activities required to clean the pipes prior to inspection tool insertion.
 - (ii) Inspection will include activities required to inspect the pipes for the purpose of performing pipeline Condition Assessment.
- D5.12.7 Prepare drawings showing all work required for modifications and inspections. All pipeline easements are to be shown on the drawings.
- D5.12.8 Prepare and submit a pre-tender estimate for each tender to the Project Manager prior to posting the tender.
- D5.12.9 Provide an accurate defensible estimate of costs for liquidated damages including City costs (provided by the Project Manager). The Project Manager must approve the estimate of costs for liquidated damages prior to posting the tender.
- D5.12.10 All drawings shall be in accordance with The City of Winnipeg Manual for Production of Construction Drawings.
 - (a) All GIS Information requests are to be made through the Department's contact person.
 - (b) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Department as an Underground Structures allowance as per B8.5.
- D5.13 Procurement Process
 - D5.13.1 Review bid submissions for completeness and prepare bid tabulations for multiple tenders. Provide a fee on Form B for each tender.
 - D5.13.2 Review low bidder qualifications.
 - (a) Perform a complete review of the low bidder's qualifications to determine if they are capable of performing the work under the terms of the contract.
 - (b) Conduct a pre-award meeting if required.
 - D5.13.3 Make a recommendation of award to the Project Manager.
- D5.14 Construction Meeting Minutes
 - D5.14.1 The Consultant shall prepare and submit meeting minutes for every construction meeting, using the Meeting Minutes template from the City's Project Management Manual.
 - D5.14.2 Construction meeting minutes shall be distributed within five (5) working days of the meeting occurring.
 - D5.14.3 Invoicing and payment of the Construction Meeting Minutes task will be based on an approximate amount of ten meetings, with each set of meeting minutes of equal value. The Consultant can invoice up to 10% of the total fee for Construction Meeting Minutes task for each set of minutes submitted and accepted by the Project Manager.

- D5.14.4 The Consultant will be paid 100% of this task if less than ten (10) construction meeting minutes are required for the successful completion of the project. No additional payment will be made if more than ten (10) construction meeting minutes are required for the project.
- D5.14.5 Related to the Meeting Minutes task, is the 'Construction Meeting Minutes Incentive' allowance as outlined in D5.22.
- D5.15 Contract Administration Services
- D5.15.1 Non-resident Contract Administration Services
- (a) The Consultant Representative will be responsible to coordinate and conduct pre-construction meetings (for two Tenders) with all relevant parties and provide minutes to all relevant parties within five (5) working days of the meeting.
 - (b) Arrange for regular job meetings (minimum one per two-week period) on/near the work site or at an agreed location throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident Inspector, the Contractor, and the Department's Project Manager. Provide minutes of all site meetings within five (5) working days of the meeting.
 - (c) Monitor project progress and ensure all items of work are completed within the terms of the contract.
 - (d) Determine the dates of Substantial and Total Performance and complete the corresponding Certificates.
 - (e) Meet with the residents (as required) to review all Work to occur on private property. Prior to meeting with the residents, contact the City's Project Manager.
 - (f) Provide the City's Project Manager with all Letters to Residents six weeks prior to delivery so the content can be reviewed and approved by WWD.
 - (g) Create and provide Record Drawings showing all permanently installed fittings which were constructed in the Pipeline Modifications tender to allow for cleaning and inspection tool insertion.
- D5.15.2 Resident Contract Administration Services
- (a) Personnel experienced in pipeline construction and inspection are to be provided for continuous on-site inspection of the work.
 - (b) Monitor the activities of the contractor to ensure:
 - (i) project schedules are being realized;
 - (ii) traffic control is in accordance with City specifications;
 - (iii) damage to private property is addressed;
 - (iv) contract requirements and specifications are being met;
 - (v) residential notices are being delivered on time;
 - (vi) site safety is in accordance with Provincial Regulations.
 - (c) Coordinate with the Water and Wastewater Services Divisions as required to arrange access to the site and pipelines.
 - (d) Provide Weekly Project Reports to the Department's Project Manager identifying, but not limited to, the following: days worked, progress, days lost due to weather conditions, project concerns, material, personnel, equipment employed by the Contractor, and Work completed. Provide Weekly Reports no later than the Thursday after the week in question.
 - (e) Monitor, document, and report all damage to City and private property caused by the Contractor.

- (i) take pre-construction (pipeline modifications) and pre-inspection digital photographs for all sites and provide to the City's Project Manager on a USB flash drive upon request.
- (f) Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis if required.
- (g) Any bacteriological tests required prior to returning the water mains to service will be arranged and paid for by the Consultant. The Consultant shall pay for the testing and submit a copy of the paid invoice to the Department as a Testing allowance as per B8.5.

D5.15.3 The Consultant shall also undertake trial shutdowns, where required, to confirm the readiness of the pipeline modifications contractor for items described in D5.12.5(d).

D5.16 Condition Assessment

- (a) Only personnel with extensive experience and knowledge in sewer and water construction techniques, identification of failure modes of various pipe materials, pipeline condition assessment, and rehabilitation methods will perform Condition Assessment under this contract.
- (b) Only personnel listed in the proposal can perform this work. Any additional staff must be approved in writing by the City's Project Manager before working on this Project.
- (c) Review and analyze pipeline inspection data as well as geotechnical investigation data acquired during this project for the development of the summary reports.
- (d) Use or develop a risk-based rating system that will identify pipe defects, their severity, exposure to risk, and serviceability requirements. The rating system will show the probability and consequence of pipeline failure based on:
 - (i) Pipe condition only,
 - (ii) Riverbank only, and
 - (iii) Pipe condition and riverbank stability condition combined
- (e) Condition Assessment services will address the following;
 - (i) Structural Condition
 - (i) Pipe Defects
 - (ii) Remaining Wall Thickness
 - (iii) Material Degradation
 - (iv) Any tests required for the purpose of pipe material property analysis will be arranged and paid for by the Consultant. The Consultant shall pay the testing laboratory and submit a copy of the paid invoice to the Department as a Testing allowance as per B8.5.
 - (ii) External Pipe Pressures
 - (iii) Internal Pipe Pressures
 - (iv) Floatation Risk related to operations and future maintenance
 - (v) Remaining Service Life
 - (vi) Riverbank Stability
 - (vii) Factors of Safety against failure for:
 - (i) Pipeline (Pipe only)
 - (ii) Overall (Pipeline Failure with Riverbank Stability failure factored in)
- (f) Provide separate pipeline and riverbank rehabilitation recommendations and re-inspection recommendations, along with their respective estimated costs in the following timelines:
 - (i) 5 Year Capital Program (work to be completed within 5 years)
 - (ii) 10 Year Capital Program (work to be completed within 10 years)
 - (iii) >10 Year Capital Program (work to be completed beyond 10 years)

- (g) Recommendations should also include any additional work such as riverbank monitoring, that is beyond the scope of this assignment, but would be required to determine riverbank stability in more detail.

D5.17 Record Drawings

D5.17.1 Record drawings are to be submitted in two phases:

- (a) Preliminary Record Drawings
- (b) Final Record Drawings

D5.17.2 Preliminary Record Drawings

- (a) Record Drawings shall be in accordance with the City's CAD-GIS Standards document available at: http://winnipeg.ca/waterandwaste/dept/cad_gis.stm
- (b) Within sixty (60) days after completion of the site inspections/restorations, provide one (1) complete set of A1 (841mm x 594mm) drawings to the City's Project Manager. Drawings are to include the following information:
 - (i) All new construction details
 - (ii) Modifications to existing infrastructure
 - (iii) Complete material list for each individual component installed
 - (iv) All other pertinent information
 - (v) Pipe Modifications Contractor
 - (vi) Date of installation of Works (Substantial Performance)

The reviewed Preliminary Record Drawings will be returned with comments (if any) for completion of the Final Records Drawings.

D5.17.3 Final Record Drawings

- (a) Within thirty (30) days of receiving the reviewed Preliminary Record Drawings, provide one (1) complete set of A1 (841mm x 594mm) drawings and the digital file for each drawing along with the City's comments to the Department's Supervisor of Drafting. The digital drawing file name must be the Water and Waste Department drawing number assigned to that drawing.

D5.17.4 Payment for Record Drawings will be as follows:

- (a) 50% upon acceptance of the Preliminary Records Drawings;
- (b) 50% upon acceptance of the Final Record Drawings.

D5.18 Summary Report

D5.18.1 Within ninety (90) days upon receiving the inspection data, provide a summary report document detailing the results of the inspection project. The report should, at a minimum, include the following sections:

- (a) Executive Summary
- (b) Introduction
- (c) Planning
- (d) Risk Assessments
- (e) Technology Selection
- (f) Geotechnical Reviews
- (g) Inspection Program Overview
- (h) Condition Assessment
- (i) Re-assessment/re-inspection Timelines
- (j) Failure Risks and Rehabilitation
- (k) Project Lessons Learned, and

(l) Conclusions and Recommended Pipeline and Riverbank Rehabilitation Program.

- D5.18.2 The report should be separated into sewer and water sections where applicable. Where available, City asset ID numbers should be used to identify each asset.
- D5.18.3 Provide one (1) hardcopy and one (1) electronic copy of the completed document to the Project Manager as a Draft Report for the purpose of review and comment. The Project Manager will return one copy with comments for inclusion in the Final Report.
- D5.18.4 Within thirty (30) days of receiving the comments, provide six (6) hardcopies and one (1) electronic copy of the completed document to the Project Manager as the Final Report.
- D5.18.5 Payment for the summary report document will be as follows:
- (a) 50% upon acceptance of the Draft Summary Report;
 - (b) 50% upon acceptance of the Final Summary Report
- D5.18.6 Related to the Summary Report task, are the 'Draft Summary Report Incentive' allowance as outlined in D5.23, and the 'Final Summary Report Incentive' allowance as outlined in D5.24.
- D5.19 Project Close-Out Presentation
- D5.19.1 Within thirty (30) days upon acceptance of the final Summary Report, the Consultant shall provide a project close-out presentation that summarizes the entire project, including but not limited to the following:
- (a) Project development summary;
 - (b) Pipe modification summary;
 - (c) Inspection summary;
 - (d) Condition assessment results;
 - (e) Lessons Learned;
 - (f) Conclusions and Recommendations.
- D5.19.2 Payment for the Project Close-Out Presentation will be as follows:
- (a) 100% upon successful delivery of the presentation
- D5.20 Consultant Progress Reports Incentive
- D5.20.1 The Consultant Progress Reports Incentive is an additional allowance item. The intent of this allowance is to recognize the consultant's efforts in the timely provision of their submittals. This allowance is linked to the Consultant Progress Report task as outlined in D5.8.
- D5.20.2 If every Consultant Progress Report is submitted and accepted in accordance with D5.9, full payment of the Consultant Progress Reports Incentive allowance will be made in the amount shown in B8.3(a). A percentage of this incentive allowance will be made in direct proportion to the number of reports that have been accepted.
- D5.20.3 Legitimate reasons for not meeting any deadline may be considered by the City's Project Manager. The Project Manager's decision to pay the Consultant Progress Reports allowance will be final.
- D5.20.4 The Consultant Progress Reports Incentive allowance will be paid after acceptance of the Draft Summary Report.
- D5.21 Technical Memorandums Incentive
- D5.21.1 The Technical Memorandums Incentive is an additional allowance item. The intent of this allowance is to recognize the consultant's efforts in the timely provision of their submittals in the form of a reward. This allowance is linked to the Technical Memorandums task as outlined in D5.10.

- D5.21.2 If every Technical Memorandum is submitted and accepted in accordance with D5.11, full payment of the Technical Memorandums Incentive allowance will be made in the amount shown in B8.3(b). A percentage of this incentive allowance will be made in direct proportion to the number of technical memorandums that have been accepted.
- D5.21.3 Legitimate reasons for not meeting any deadline may be considered by the City's Project Manager. The Project Manager's decision to pay the Technical Memorandum allowance will be final.
- D5.21.4 The Technical Memorandums Incentive allowance will be paid after acceptance of all the technical memorandums.
- D5.22 Construction Meeting Minutes Incentive
- D5.22.1 The Construction Meeting Minutes Incentive is an additional allowance item. The intent of this allowance is to recognize the consultant's efforts in the timely provision of their submittals in the form of a reward. This allowance is linked to the Construction Meeting Minutes task as outlined in D5.14.
- D5.22.2 If every set of Construction Meeting Minutes is submitted and accepted in accordance with D5.15, full payment of the Construction Meeting Minutes Incentive allowance will be made in the amount shown in B8.3(b). A percentage of this incentive allowance will be made in direct proportion to the number of meeting minutes that have been accepted.
- D5.22.3 Legitimate reasons for not meeting any deadlines may be considered by the City's Project Manager. The Project Manager's decision to pay the Construction Meeting Minute allowance will be final.
- D5.22.4 The Construction Meeting Minutes Incentive allowance will be after acceptance of the Draft Summary Report.
- D5.23 Draft Summary Report Incentive
- D5.23.1 The Draft Summary Report Incentive is an additional allowance item. The intent of this allowance is to recognize the consultant's efforts in the timely provision of their submittals in the form of a reward. This allowance is linked to the Summary Report task as outlined in D5.18.
- D5.23.2 If the Draft Summary Report is submitted and accepted in accordance with D5.18, full payment of the Draft Summary Report Incentive allowance will be made in the amount shown in B8.3(d). No payment (partial or full) will be made if the deadline is not met.
- D5.23.3 Legitimate reasons for not meeting any deadlines may be considered by the City's Project Manager. The Project Manager's decision to pay the Draft Summary Report allowance will be final.
- D5.23.4 The Draft Summary Report Incentive allowance will be paid after acceptance of the Draft Summary Report.
- D5.24 Final Summary Report Incentive
- D5.24.1 The Final Summary Report Incentive is an additional allowance item. The intent of this allowance is to recognize the consultant's efforts in the timely provision of their submittals in the form of a reward. This allowance is linked to the Summary Report task as outlined in D5.18.
- D5.24.2 If the Final Summary Report is submitted and accepted in accordance with D5.18, full payment of the Final Summary Report Incentive allowance will be made in the amount shown in B8.3(e). No payment (partial or full) will be made if the deadline is not met.
- D5.24.3 Legitimate reasons for not meeting any deadlines may be considered by the City's Project Manager. The Project Manager's decision to pay the Final Summary Report allowance will be final.

- D5.24.4 The Final Summary Report Incentive allowance will be paid after acceptance of the Final Summary Report.
- D5.25 Emergency Investigation
- D5.25.1 Emergency Investigation will cover additional engineering services that are beyond the scope of condition assessment activities encountered during the project, such as but not limited to the following:
- (a) Investigation of pipe leaks;
 - (b) Detailed design for pipe repairs;
 - (c) Preparation of cost estimates;
 - (d) Contract Administration of the pipe repairs;
 - (e) Support to the Water and Waste Department's Operating Divisions; and
 - (f) Attendance and participation in meetings;
- D5.25.2 The Consultant shall notify the Project Manager immediately if/when potential Emergency Investigation services might be required. The City's Project Manager may also initiate Emergency Investigation services to meet the Department's needs.
- D5.25.3 When such work arises, the Consultant will prepare and provide a concise scope of work and estimated cost. If a member of the Consultant's staff is required during Emergency Investigation, but is not listed in Form H Hourly Rates (B8.4(b)), the Consultant shall include it in the scope of work.
- D5.25.4 Hours billed to this task will need to be approved by the Project Manager prior to payment.

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. SAFE WORK PLAN

- D7.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.
- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2(a) and D8.2(b).
- D8.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D8.9.
- D8.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D8.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by October 16, 2020.

THIRD PARTY AGREEMENTS

D10. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D10.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D10.2 Further to D10.1, in the event that the obligations in D10 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D10.3 For the purposes of D10:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D10.4 Modified Insurance Requirements
- D10.4.1 If not already required under the insurance requirements identified in D8, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D10.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D10.4.3 Further to D8.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D10.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.5 Indemnification By Consultant

- D10.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D10.6 Records Retention and Audits
- D10.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D10.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D10.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D10.7 Other Obligations
- D10.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D10.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D10.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D10.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Services:
- (a) any Services on private property;
 - (b) any Services 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 Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres.
- E1.2.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Services.
- E1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services specified in E1.1.
- E1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services specified in E1.1.

