



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 339-2021

**PROFESSIONAL CONSULTING SERVICES FOR MUNROE AVENUE AND
WHELLAMS LANE SEWER RIVER CROSSING REHABILITATION**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

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. Conflict of Interest and Good Faith	6
B15. Qualification	8
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	9
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	10
B22. Award of Contract	11

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. general requirements	2
D5. Scope of Services	2

Submissions

D6. Authority to Carry on Business	8
D7. Safe Work Plan	8
D8. Insurance	9

Schedule of Services

D9. Commencement	10
D10. COVID-19 Schedule Delays	10
D11. Critical Stages	10

Third Party Agreements

D12. Funding and/or Contribution Agreement Obligations	11
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APPENDIX A – EXISTING RIVER CROSSING DRAWINGS

APPENDIX B – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR MUNROE AVENUE AND WHELLAMS LANE SEWER RIVER CROSSING REHABILITATION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 8, 2021.
- 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 at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D5 Scope of Services, for the following tasks:
- (a) Project Management (D5.6)
 - (b) Preliminary Engineering (D5.7)
 - (c) Technical Memorandum (D5.8)
 - (d) Design and Specification Development (D5.9)
 - (e) Procurement Process (D5.10)
 - (f) Non-Resident Contract Administration Services (D5.11.1)
 - (g) Resident Contract Administration Services (D5.11.2), and
 - (h) Project Close-Out (D5.12)
- 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 Allowance for Disbursements for Underground Structures information and Materials testing has been included on Form B: Fees, as the City's estimate of costs for these disbursements. These are to be included in the calculation of total fees proposed by the Proponent.
- B8.6 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7.1 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 D12. Any such costs shall be determined in accordance with D12.

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 for;
 - (i) Consultant
 - (ii) Construction
 - (d) original planned and actual final project schedules;
 - (i) Consultant, including;
 - (i) project development/design
 - (ii) contract administration
 - (iii) record drawing submittals
 - (iv) 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 Administration (Non-Resident and Resident)
- (e) 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 teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the proposed Project budget;
- (e) 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;

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

B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

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

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

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

B12. PROJECT SCHEDULE (SECTION F)

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

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

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) AECOM Canada Ltd.

(i) The high risk river crossing report, as noted in B13.3, is background information included in this RFP.

B13.3 Additional Material:

(a) The steel pipes in this project were inspected in October 2014 as part of the High Risk River Crossing Program Phase 1. Inspection results are documented in the High Risk River Crossings Condition Assessment Report - Sewer Crossings.

B13.4 The documents listed in B13.3 are available upon request to the Project Manager identified in D2. Documents will be released at the sole discretion of the City.

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.

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) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 35% |
| (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 The Services of this Contract is contingent upon Council approval of sufficient funding in the "River Crossings Monitoring and Rehabilitation: Renewal and Rehabilitation Program" Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 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.
- B22.7.1 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.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D12 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.10 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.
- B22.11 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., PMP

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 Munroe Avenue siphons consist of parallel 300 mm and 450 mm steel pipelines, and cross the Red River. These pipes convey the wastewater collected in the Munroe and Munroe Annex CSDs which represent approximately 1,000 ha of commercial/residential area.

D3.2 These two steel pipelines were inspected in WWD's High Risk River Crossing (HRRC) condition assessment program. Inspection results indicate the 450 mm steel pipeline has some 50+ years of remaining service life, and does not require rehabilitation. However, the 300 mm pipeline was found to be reaching the end of its service life, and therefore requires rehabilitation.

D3.3 The Whellams Lane (Northeast interceptor) siphons consist of parallel 500 mm and 800 mm steel pipelines, that were laid on the bottom of the Red River. These pipes, along with the new adjacent 1200 mm concrete pipe (completed in 2020), convey wastewater from portions of River East, Transcona and St. Boniface, which includes approximately 2,300 ha of residential, commercial, and industrial land.

D3.4 These two steel pipelines were inspected in WWD's HRRC condition assessment program. Inspection results indicate both the 500 mm and the 800 mm steel pipelines were found to be reaching the end of their service life, and therefore requires rehabilitation.

D3.5 Rehabilitation to the 300 mm steel Munroe Avenue pipe and rehabilitation of the 500 mm & 800 mm steel Whellams Lane pipes is required to manage risk associated with pipe failure that could impact level of service and violate our provincial river crossing license. The sewer assets for this project are:

- (a) Munroe Ave 300mm (MA70017147) – south pipe
- (b) Whellams Lane 500mm (MA00017097) – south pipe
- (c) Whellams Lane 800mm (MA00017096) – north pipe

D3.6 Pipe rehabilitation will be performed in two separate tenders, namely;

- (a) Tender No. 1 – Whellams Lane 500mm and 800mm steel pipelines
- (b) Tender No. 2 – Munroe Ave 300mm steel pipeline.

D3.7 Pipe rehabilitation will mean the installation of a Cured-In Place Pipe (CIPP) liner.

D3.8 Existing River Crossing Drawings are included in Appendix A.

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 Memorandum;
 - (d) Meeting Minutes; and
 - (e) Record Drawings;
- 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 D4 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 providing engineering services for the rehabilitation of wastewater sewer river crossing pipelines by Cured-In-Place-Pipe (CIPP) lining, as listed in D3.5; in accordance with the following:
- (a) Project Management (D5.6)
 - (b) Preliminary Engineering (D5.7)
 - (c) Technical Memorandum (D5.8)
 - (d) Design and Specification Development (D5.9)
 - (e) Procurement Process (D5.10)
 - (f) Non-Resident Contract Administration Services (D5.11.1)
 - (g) Resident Contract Administration Services (D5.11.2), and
 - (h) Project Close-Out (D5.12)
- 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 \$250,000.
- D5.4 The City of Winnipeg's Water and Waste Department (WWD) requires the rehabilitation of three sewer river crossing pipelines, as listed in D3.5.

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 river crossing pipelines is carefully regulated and will require adequate scheduling in advance of construction.

D5.6 Project Management

D5.6.1 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.

D5.6.2 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 proponent will contact the City's Project Manager to ensure the proper templates are used.

D5.6.3 The Consultant will review and update the following templates as required:

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

D5.6.4 The Consultant's Project Manager shall:

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

D5.7 Preliminary Engineering

D5.7.1 The Consultant will;

- (a) review existing information as provide by the City, and will include; records, original specifications and drawings, river crossing condition assessment reports, and river bottom scanning data where available.
- (b) compile pump curves and review operational data at the corresponding pumping stations.
- (c) Conduct a review of easements across private property and the potential need for temporary construction easements at the sites.
- (d) Review pipe access to accommodate liner installation (within the chambers or by excavations outside of the chambers).
 - (i) Where required, perform site investigations to confirm site access, pipeline location and configuration, pipeline and fitting materials, plant access availability for equipment and liner insertion, and other constraints that would impact the Work.
 - (ii) Coordinate with City's Project Manager to arrange for plant access. Where confined space entry is required, the Proponent must arrange for their own Confined Space Entry (CSE) support. All expenses for CSE support shall be included in the Preliminary Engineering task.

D5.8 Technical Memorandum

D5.8.1 The Consultant will prepare and submit a technical memorandum (TM) that summarizes the 30% preliminary design stage recommendations for rehabilitation for each pipeline listed in D3.5.

- D5.8.2 The TM will include, but not be limited to the following items;
- (a) Pipeline plan and profile alignments,
 - (b) Site and pipeline access,
 - (c) Previous inspections,
 - (d) Pipeline rehabilitation options,
 - (e) Pipeline dewatering,
 - (f) Pipeline cleaning, and means to confirm cleaning,
 - (g) Pipeline preparation, and means to confirm preparation,
 - (h) Pipeline buoyancy risks,
 - (i) Construction footprint including but not limited to;
 - (i) Setup
 - (ii) Traffic management
 - (iii) Liner preparation activities (cleaning, dewatering, pipeline modifications),
 - (iv) Liner installation
 - (j) Conclusions and recommendations.
- D5.9 Design and Specification Development
- D5.9.1 Review the existing information (records, specifications, inspection reports) of the pipelines.
- D5.9.2 Make a thorough review of the pre-lining condition and determine items of work required to prepare pipe prior to lining.
- D5.9.3 Assess hydraulic impact on pipelines and pumping stations.
- D5.9.4 Assess flow control requirements for the pipelines.
- D5.9.5 Develop liner design criteria based on site and operating conditions.
- D5.9.6 Coordinate with City staff on systems operations required to complete construction activities.
- D5.9.7 Review the impact to existing traffic patterns, where applicable, and determine an appropriate Traffic Management Plan with the approval of the Transportation Management Engineer.
- D5.9.8 A specification template for CIPP lining will be provided by the Department for the tendered work. The specification will need to be modified and detailed for the specific requirements for both tenders, listed in D3.6.
- D5.9.9 The Tender specifications complete with Form B: Fees, construction drawings, and a pre-tender estimate must be provided to the Department's contact person at least ten (10) calendar days prior to tendering for review. The project shall not be tendered without this review.
- D5.9.10 Arrange for the Tender numbers with the Materials Management Department and provide the Tender package in a PDF format, acceptable to the Materials Management Department.
- D5.9.11 Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.
- D5.9.12 Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered. This information will be used to update the Department's GIS until the as-constructed drawings are received.
- D5.9.13 Construction Drawings

- (a) Sewer Rehabilitation by CIPP methods are to be A1 sized plan-profile drawings at a scale of 1:500, developed using GIS base drawings including existing utilities, major features, properties, road width, chamber pipeline inverts, and field survey information. Drawings are to show length of the river pipeline crossing, sewer asset numbers (from SMS database), plan and profile pipe alignment changes (vertical and horizontal bends), details of connection to existing pipe (within the chambers or by excavations outside of the chambers), and any other applicable notes.
- (b) All drawings are to be drawn in accordance with the WWD CAD/GIS Standards available in PDF format at http://winnipeg.ca/waterandwaste/dept/cad_gis.stm.
- (c) All GIS information requests are to be made through the Department's contact person.
- (d) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos by telephone at (204) 986-7636.
- (e) 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 allowable disbursement.

D5.9.14 Submit the required waterway permits for construction.

D5.10 Procurement Process

D5.10.1 For each tender listed in D3.6, review bid submissions for completeness and prepare bid tabulations for multiple tenders. Provide a fee on Form B for each tender.

D5.10.2 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.

D5.10.3 Make recommendations of award to the Project Manager.

D5.11 Contract Administration Services

D5.11.1 Non-resident Contract Administration Services

- (a) The Consultant shall have demonstrated experience in the design and contract administration of sewer rehabilitation and in particular rehabilitation by CIPP lining methods and City of Winnipeg Contract Administration procedures.
- (b) The Consultant will be responsible to coordinate and execute all non-resident contract administration duties for two CIPP Tenders, listed in D3.6.
- (c) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.
- (d) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that may be encountered during the work.
- (e) Respond to construction issues that may be raised by the Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (f) Prepare and certify monthly progress payments to the Contractor.
- (g) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any.
- (h) Provide detailed reports supporting any construction over expenditures over the tendered contract amount.
- (i) Reports are to be promptly made to the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.

- (j) Provide a detailed monthly “*Cost to Complete*” report. This report is to include the actual costs to date plus projected costs to complete the Contract including allowances for any unforeseen costs. The report shall identify any expected budget overruns or surpluses.
- (k) Review contractor shop drawing submissions with respect to liner design for the sewer rehabilitation projects to ensure the correct liner thickness is being installed for the design condition specified.
- (l) Review contractor by-pass pumping and flow control plans such that effective wastewater by-pass pumping is in place without risking wastewater spills to the environment or back up to upstream users.
- (m) Review the contractor’s operation and construction protocol submissions including wet-out procedures.
- (n) Review test results from CIPP samples to determine that the liner meets the specified design thickness and strength requirements.

D5.11.2 Resident Contract Administration Services

- (a) The Consultant shall have demonstrated experience in the design and contract administration of sewer rehabilitation and in particular rehabilitation by CIPP lining methods and City of Winnipeg Contract Administration procedures.
- (b) The Consultant will be responsible to coordinate and execute all resident contract administration duties for two CIPP Tenders, listed in D3.6.
- (c) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific renewal.
- (d) Personnel with demonstrated experience in sewer rehabilitation by CIPP methods are to be assigned for on-site inspection of the construction work.
- (e) Arrange for regular job meetings on the work site or near the work site throughout the duration of the Contract Work. The meetings are to be attended by the Project Manager or their designate as well as the On-site Inspector, the Contractor, and the Department’s contact.
- (f) Minutes of all site meetings shall be recorded and distributed to all in attendance within five (5) working days.
- (g) Provide daily/weekly reports to the Department’s contact.
- (h) Arrange for Department contact to pick up liner samples for materials testing as required.
- (i) Reports are to be promptly made to the Department’s contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- (j) Prepare and deliver construction notices to residents and businesses affected by the river crossing pipelines scheduled to be lined by CIPP methods.

D5.12 Project Close-Out

D5.12.1 Final Inspections and Project Acceptance

- (a) Provide Qa/Qc procedures for each renewal to the Department and to the City of Winnipeg Standards at all critical project milestones.
- (b) Arrange with Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (c) Review post installation sewer inspections to ensure that there are no internal defects or deficiencies with the newly installed sewers.

- (d) Complete and submit record drawings of the completed Works to the Supervisor of Drafting of the Water and Waste Department for review within two (2) months of the date of Substantial Performance of the Work.
- (e) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (f) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (g) Arrange inspection of the completed Works with the Department's Project Manager for Final Acceptance of the Works, and to submit the appropriate documentation.

D5.12.2 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Supervisor of Drafting, copied to the Department's Project Manager, and one (1) complete set of A1 drawing prints for the Sewer Renewals.
- (b) Record drawings are to include the following information:
 - (i) All new construction details.
 - (ii) For the Sewer Rehabilitation by CIPP Lining, a sewer service table showing distance to active junction locations from reference manhole including address for service as well as long and short measurements at property line for renewed services.
 - (iii) Complete materials list for each individual component installed.
 - (iv) All other information specific to a particular location.
 - (v) Date of installation of Works (Substantial Performance).
 - (vi) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all required revisions have been made, submit one (1) complete set of A1 drawings for the Sewer Renewals, complete with the preliminary drawing prints, with comments one set of GIS Drawings, and the digital file (CAD and PDF) for each Record drawing 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.
- (d) Resubmit the revised Record Drawings and GIS Drawings within one month of receipt of comments from the Department.

D5.12.3 Test Results

- (a) All test results are to be submitted to the Department's Project Manager as soon as they are received. If there are any failed tests, a report is to be written indicating the implications of the failure and a recommendation on what remedial measures are required.

D5.12.4 Post Installation Inspection

- (a) Submit all post installation sewer inspections provided by the Contractor to the Department for cataloging.

D5.12.5 Summary Report

- (a) Within sixty (60) days upon receiving the post-installation inspection data for all river crossing pipelines (listed in D3.5), provide a summary report detailing the results of the CIPP project. The report should, at a minimum, include the following sections:
 - (i) Executive Summary
 - (ii) Introduction
 - (iii) Project Development
 - (iv) Rehabilitation Program Overview
 - (v) Project Lessons Learned

- ◆ What worked,
 - ◆ What didn't work,
 - ◆ What could be done differently next time.
- (vi) Conclusions
- (b) 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.
- (c) 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.
- (d) Payment for the summary report document will be as follows:
- (i) 50% upon acceptance of the Draft Summary Report;
 - (ii) 50% upon acceptance of the Final Summary Report

D5.12.6 Project Close-Out Presentation

- (a) 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:
- (i) Project development summary;
 - (ii) Site and pipe preparation activities;
 - (iii) Pipe lining construction summary:
 - ◆ Design considerations
 - ◆ Lining system product details
 - ◆ Flow control summary
 - ◆ Project challenges
 - ◆ Schedule and cost summary
 - (iv) Lessons Learned
 - (v) Conclusions
- (b) The presentation should be a maximum of 3 hours in duration, and should include sufficient time for setup, content presentation, and a 30 minute question-answer period and the end.
- (i) The City's Project Manager will provide the consultant a list of City staff who should be invited to attend.
- (c) Payment for the Project Close-Out Presentation will be as follows:
- (i) 100% upon successful delivery of the presentation.

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 \$2,000,000.00 per claim and \$2,000,000.00 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 each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

D8.5 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 D8.8.

D8.6 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.

- D8.7 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.
- D8.8 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

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.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D10.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Tender No. 1 (D3.6):
 - (i) That the construction project is issued for tender by March 31, 2022;
 - (ii) The construction project is expected to achieve Substantial Performance by October 31, 2022.
 - (b) Tender No. 2 (D3.6)

- (i) That the construction project is issued for tender by June 30, 2022;
 - (ii) The construction project is expected to achieve Substantial Performance by March 15, 2023.
- (c) That post construction record drawing be submitted within three months of the contractor achieving Total Performance in 2023.

THIRD PARTY AGREEMENTS

D12. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D12.1 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.

D12.2 Further to D12.1, in the event that the obligations in D12 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

D12.3 For the purposes of D12:

- (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.

D12.4 Modified Insurance Requirements

D12.4.1 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.

D12.4.2 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.

D12.4.3 Further to D8.5 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.

D12.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12.5 Indemnification By Consultant

D12.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D12.6 Records Retention and Audits

D12.6.1 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.

D12.6.2 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 D12.6.1 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.

D12.7 Other Obligations

D12.7.1 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.

D12.7.2 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.

D12.7.3 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.

D12.7.4 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.

APPENDIX A – EXISTING RIVER CROSSING DRAWINGS

APPENDIX B – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)