



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 944-2022**

**PROFESSIONAL CONSULTING SERVICES FOR 2023 SEWER RENEWALS BY  
CIPP LINING – CONTRACT 3**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR 2023 SEWER RENEWALS BY CIPP LINING – CONTRACT 3

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 3, 2023.
- B2.2 The Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator 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 Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator. 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 Consulting Contract Administrator.

## **B5. ADDENDA**

B5.1 The Consulting Contract Administrator 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 Consulting Contract Administrator 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](http://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 Consulting Contract Administrator 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.

- (a) Notwithstanding B6.5, the Proposal shall be less than 35 pages.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://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.

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 D16. Any such costs shall be determined in accordance with D16.

## **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;
  - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

## **B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B10.1 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. Descriptions should include:
- (a) educational background and degrees;
  - (b) professional recognitions;
  - (c) job title;
  - (d) years of experience in current position;
  - (e) years of experience in design and construction; and
  - (f) years of experience with current employer.

B10.1.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart.

B10.2 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 proposed Project budget;
- (c) 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>;
- (d) any location specific issues;
- (e) the project deliverables listed in D4;
- (f) the city tasks, and;
- (g) 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 B10, 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) N/A

### **B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Further to C3.2, 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 Consulting Contract Administrator; 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;
  - (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; and
  - (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;
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (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;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and

- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator'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](http://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 Consulting Contract Administrator.

## **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 Consulting Contract Administrator 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)  | 40%         |
| (d) Experience of Proponent and Subconsultant; (Section C)   | 15%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 25%         |
| (f) Project Understanding and Methodology (Section E)  | 15%         |
| (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(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.
- B21.7 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.
- B21.8 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.
- B21.9 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.
- B21.10 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.

- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 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 2023 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(u) 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(v).
- 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 D16 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 Consulting Contract Administrator.
- 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 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Stacy Cournoyer, P.Eng.

Senior Project Engineer

Telephone No. 204 986-2142

Email Address: scournoyer@winnipeg.ca

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

#### D3. BACKGROUND

D3.1 The wastewater sewers, land drainage sewers, combined sewers, and manholes in this assignment were cleaned and televised in recent years and the work assigned is based on a preliminary assessment of those sewer inspections.

D3.2 Locations:

Street	Limits	Asset Number	Dimensions (mm) Shape	Length (m)
ALEXANDER AV	1ST MH E.OF WINKS ST.TO 2ND MH E.OF WINKS ST.	S-MA20013035	300	300
ALEXANDER AV	2ND MH E OF WINKS ST TO MH AT YEOMANS ST	S-MA20019430	300	300
ALEXANDER AV	1ST MH W.OF QUELCH ST. TO TIE-IN E.OF MH	S-MA70039174	375	375
BANNING ST	1ST MH N OF PORTAGE AVE-MH@PORTAGE AVE (WCL)	S-MA20015186	375	375
BEVERLEY ST	MH AT PORTAGE AV TO 2ND MH S OF ST MATTHEWS AV	S-MA20015454	450	450
BEVERLEY ST	1ST MH S OF ST MATTHEWS AV TO 2ND MH S OF ST MATTHEWS AV	S-MA70033321	450	450
BL N OF PORTAGE AV	MH AT ROSEBERRY ST TO MH AT COLLEGIATE ST	S-MA20008757	375	375
BROWNING BV (S PL)	1ST MH E OF REYNOLDS BY TO MH AT ROUGE RD	S-MA20002901	200	200
BUCHANAN BV	1ST MH N OF PELTIER AV TO 2ND MH N OF PELTIER A	S-MA20001787	250	250
DOMINION ST	3RD MH N OF YARWOOD ST TO 4TH N OF YARWOOD ST	S-MA20010313	375	375
DOWNING ST.	1ST MH S.OF SARGENT AV. TO 2ND MH S.OF SARGENT AV.	S-MA20009605	300	300
DUNDAS ST	MH AT YUKON AV TO MH AT SARGENT AV	S-MA20009917	200	200
ENNISKILLEN AV.	1st MH E. OF MCGREGOR ST. TO MH AT MCGREGOR ST.	S-MA00008474	300	300

GARFIELD ST N	1ST MH N ST MATTHEWS AV TO MH AT ST MATTHEWS AV	S- MA20009425	375	375
GARFIELD ST.N.	1ST MH S.OF ST.MATTHEWS AV. TO MH AT ST.MATTHEWS AV.	S- MA70022296	300	300
GOMEZ ST	MH AT MACDONALD AN TO 1ST MH S OF MACDONALD AV	S- MA20013468	300	300
GREENWOOD PL	1ST MH S OF WOLEVER AV TO 2ND MH N PORTAGE AV	S- MA20011174	300	300
GREENWOOD PL.	MH AT WOLEVER AV. TO 1ST MH S.OF WOLEVER AV.	S- MA20011168	300	300
GRUNDY AV	NODE W OF INGERSOLL ST TO MH AT INGERSOLL ST	S- MA70021913	300	300
HOME ST(CL)	3RD MH S OF PRESTON AV(S.LEG) TO MH AT WESTMINSTER AV	S- MA20015096	300	300
HOME ST.	6TH MH S.OF NOTRE DAME AV. TO 7TH MH S.OF NOTRE DAME AV.	S- MA20018013	375	375
HOME ST.	5TH MH S.OF WELLINGTON AV. TO MH AT SARGENT AV.	S- MA70033343	450	450
INGERSOLL ST	MH AT YARWOOD AV TO 1ST MH N OF YARWOOD AV	S- MA20000317	300	300
INGERSOLL ST.	MH AT YARWOOD AV. 1ST MH N.OF YARWOOD AV.	S- MA20017740	300	300
INGERSOLL ST.	MH AT YARWOOD AV. 1ST MH N.OF YARWOOD AV.	S- MA20017740	300	300
LENORE ST.	4TH MH N.OF PALMERSTON AV. TO MH AT WOLSELEY AV.	S- MA70033357	300	300
LENORE ST.	MH AT PRESTON AV.(CL) TO MH AT PORTAGE AV.	S- MA70029505	450	450
LOGAN AV CL	1ST MH E OF KEEWATIN ST TO 1ST MH E OF WIENS ST	S- MA20012534	450	450
MACDONALD AV	MH AT MAY ST TO MH AT GOMEZ ST (WPL)	S- MA20013526	300	300
MAUDE ST	1ST MH S OF HENRY AV TO MH AT HENRY AV	S- MA20019671	300	300
MINTO ST	1C1ST MH S OF ARMOURY AVE	S- MA20009553	300	300
MURRAY AV(S.OF CL)	FROG PLAIN WY(E.OF CL) TO 1ST MH E OF FROG PLAIN WY	S- MA00000403	250	250
PALMERSTONE AV(E.LEG)()	MH AT PALMERSTONE AV (S.LEG) TO MH AT WOLSELEY A	S- MA70033380	300	300
PARKVIEW ST	2ND MH N ASSINIBOINE AV -1ST MH N ASSINIBOINE AV	S- MA20008790	300	300
QUAIL RIDGE RD	1ST MH S.OF SASKATCHEWAN AV, TO MH AT HOLLYBURN RD.	S- MA20001627	375	375
RED RIVER BV(N.OF CL TO CL)	MH AT MAIN ST(W.PL) TO MH AT MAIN ST (W.OF CL)	S- MA00000593	300	300
ROUGE RD (W PL)	1ST MH S OF BOWNING BV TO MH AT BROWNING BV	S- MA20003156	200	200
ROUGE RD (W PL)	2ND MH N OF BROWNING BV TO MH AT JOLLIETT CR	S- MA20003904	200	200
ROUGE RD (WPL)	MH @ BROWNING BV TO 1ST MH N OF BROWNING BV	S- MA20003158	200	200
ROUGE RD(W.PL)	2NDMH SOFBROWNINGBV TO1STMH SOFEARLANDSON DR.	S- MA20003015	250	250
ROUGE RD(W.PL)	1ST MH S OF EARLANDSON DR TO MH@WEST AV.	S- MA20003016	250	250
RUBY ST	MH @ WOLSELEY ST TO 1ST MH N OF WOLSELEY ST	S- MA20013823	375	375
SARGENT AV	MH AT BEVERLEY ST TO MH AT SIMCOE ST	S- MA20017512	450	450
SAULTEAUX CR.	1ST MH S.OF MURRAY PARK RD.TO MH AT MURRAY PARK RD.	S- MA20006723	300	300



SHERBURN ST	MH WESTMINSTER AV TO 1ST MH N WESTMINSTER AV	S- MA20014945	300	300
SPRUCE ST	1ST MH N OF WELLINGTON AV TO MH @ WELLINGTON AV	S- MA20010094	375	375
ST MATTHEWS AV	1ST MH W OF STRATHCONA ST TO MH AT STRATHCONA ST	S- MA20009772	450	450
VALOUR RD	1ST MH N OF WELLINGTON TO MH AT WELLINGTON AV	S- MA20010078	300	300
WALL ST	MH@WOLEVER AVE SPL TO 1ST MH S OF WOLEVER AVE	S- MA20011160	300	300
WALL ST	2NDMHN OFSTMATTHEWSAV TO 1STMHN OFSTMATTHEWSAV	S- MA20009476	375	375
WELLINGTON AV	MH AT ASHBURN ST TO MH AT VALOUR RD	S- MA20009975	300	300
WELLINGTON AV	1ST MH E OF STRATHCONA ST TO MH AT STRATHCONA ST	S- MA20010465	300	300
WELLINGTON AV.	1ST MH W.OF HOME ST. TO MH AT ARLINGTON ST.	S- MA20017989	300	300
WINKS ST.(EAST EASEMENT)	1ST MH N.OF LOGAN AV. TO MH AT LOGAN AV.	S- MA70012246	375	375
WINNIPEG AV	1ST MH W.OF MCPHILLIPS ST. TO MH AT MCPHILLIPS ST.	S- MA20017800	450	450
WOLSELEY AV	MH AT RUBY ST TO NODE W OF RUBY ST	S- MA20013804	300	300

#### D4. PROJECT DELIVERABLES

D4.1 Project deliverables include but are not limited to

- (a) Drawing and Tender documents;
- (b) Monthly Consultant Progress Reports;
- (c) Meeting Minutes;
- (d) Inspection Reports;
- (e) Progress Estimates;
- (f) Certificates for Substantial and Total Performance and Acceptance;
- (g) Applicable Project Management documents; and
- (h) Record Drawings.

D4.2 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.

D4.3 All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

D4.4 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 and combined sewers by Cured-In-Place-Pipe (CIPP) lining, as shown on the Location Map in Appendix A and as identified in Table A of Appendix B; in accordance with the following:

- (a) Preliminary Engineering;
- (b) Design and Specification Development;

- (c) Contract Document Preparation;
- (d) Procurement Process;
- (e) Non-Resident Contract Administration Services;
- (f) Resident Contract Administration Services; and
- (g) Post Construction Services.

D5.1.1 The Services required under D5, 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 Consulting Contract Administrator'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.

## **D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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 Consulting Contract Administrator with evidence thereof upon request.

### **D8. SAFE WORK PLAN**

D8.1 The Consultant shall provide the Consulting Contract Administrator 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 C4.4(a) for the return of the executed Contract.

D8.2 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>

## **D9. INSURANCE**

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$ 5,000,000.00 per claim and \$ 5,000,000.00 in the aggregate.

D9.2.1 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.

D9.3 The policies required in D9.2(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.

D9.4 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 D9.2(a) and D9.2(b).

D9.5 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 D9.2(a) and D9.2(c).

D9.6 The Consultant shall provide the Consulting Contract Administrator 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 C4.4(a) 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 D9.9.

- D9.7 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.
- D9.8 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.
- D9.9 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**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) the Safe Work Plan specified in D8; and
    - (iii) evidence of the insurance specified in D9.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
  - (c) The direct deposit application specified in D14.1.

### **D11. CRITICAL STAGES**

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) That the construction project is issued for tender by March 17, 2023;
  - (b) That Total Performance of the Construction Contract be achieved no later than October 13, 2023;
  - (c) That post construction record drawings and inspections be submitted by January 12, 2024.

### **D12. COVID-19 SCHEDULE DELAYS**

- D12.1 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 Consulting Contract Administrator.
- D12.2 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.
- D12.3 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.
- D12.4 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 D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D12.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## MEASUREMENT AND PAYMENT

### D13. INVOICES

- D13.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D13.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Consultant's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D14. PAYMENT

- D14.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## DISPUTE RESOLUTION

### D15. DISPUTE RESOLUTION

- D15.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D15.
- D15.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D15.3 The entire text of C17.5 is deleted, and amended to read:
- If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and

to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in his Appeal Form.

- D15.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D15.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D15.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D15.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D15.4.1 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D15.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### THIRD PARTY AGREEMENTS

#### D16. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D16.1 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.
- D16.2 Further to D16.1, in the event that the obligations in D16 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 C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D16.3 For the purposes of D16:
- (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.

#### D16.4 Modified Insurance Requirements

- D16.4.1 If not already required under the insurance requirements identified in D9, 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.
- D16.4.2 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.
- D16.4.3 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.
- D16.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D16.5 Indemnification By Consultant

- D16.5.1 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.
- D16.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D16.5.3 in relation to this Contract or the Work.

#### D16.6 Records Retention and Audits

- D16.6.1 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.
- D16.6.2 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 D16.6.1 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.

#### D16.7 Other Obligations

- D16.7.1 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.
- D16.7.2 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.
- D16.7.3 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.
- D16.7.4 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.
- D16.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D16.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.



## **PART E - SCOPE OF SERVICES**

### **E1. DESIGN SERVICES**

#### **E1.1 Orientation Meeting**

- (a) Attend a mandatory meeting with the Design and Construction Branch of the Department to review project expectations and limits.

#### **E1.2 Definitions**

- (a) Full Segment Liner - A full segment sewer rehabilitation between manholes by Cured in Place Pipe (CIPP).

#### **E1.3 Preliminary Survey**

- (a) The Full Segment Sewer Rehabilitation will require confirmation of manhole dimensions, rim elevations and invert elevations.

#### **E1.4 Pre Design Review and Inspection**

- (a) The sewers in this assignment have been recently inspected by CCTV methods. The work assigned is based on a preliminary assessment of these sewer inspections. The video and inspection reports for this assignment must be reviewed to confirm and verify the type and extent of work required (if any) to renew/renovate/repair the sewers listed in this assignment. Personnel reviewing the inspection videos and reports must have experience in evaluating sewer rehabilitation methods and techniques. The videos and inspection reports will be provided to the Consultant by the Department, upon approval of written request.
- (b) There may be changes or revisions to the assigned work as a result of the detailed inspection/verification review and locations may be deleted or added to the assigned program as required.

#### **E1.5 Design Services – General**

##### **(a) Preliminary Design**

- (i) Review the most recent video inspection of the sewer elements proposed for rehabilitation and determine if a fully deteriorated or partially deteriorated design condition exist.
- (ii) Determine the limits of any section of the proposed sewer that is beyond the capability of lining and that can only be repaired by External Point Repair (EPR) methods. EPR limits are to be shown on the CIPP drawings.
- (iii) Make a thorough review of the pre-rehabilitation condition and determine items of work required to prepare pipe prior to rehabilitation.
- (iv) Determine flow control requirements for both the mainline sewer and service lines.
- (v) Ascertain the functional and structural requirements for repair and confirm if CIPP is the appropriate rehabilitation methods for use in the detailed design phase.

##### **(b) Detailed Design**

- (i) Review the impact to existing traffic patterns and determine an appropriate Traffic Management Plan with the approval of the Transportation Management Engineer.
- (ii) A specification template for full segment rehabilitations by trenchless methods will be provided by the Department for the tendered work. The specification will need to be modified and detailed for the specific requirements of the assigned project.
- (iii) 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.
- (iv) Arrange for the Tender number with the Materials Management Department and provide the Tender package in a PDF format, acceptable to the Materials Management Department.

- (v) 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.
- (vi) 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.
- (vii) Tendering of full segment rehabilitations by trenchless methods will be in conjunction with similar tender packages undertaken by other consultants. The Department will determine the date of tendering, order of tendering, and the dates to be set for Substantial and Total Performance of the contract work.

#### E1.6 Construction Drawings

- (a) Sewer Rehabilitation by CIPP methods are to be A3 sized plan view only drawings at a scale of 1:500, developed using GIS base drawings including existing utilities, major features, properties, road width, and field survey information (manhole rim and invert elevations). Each repair drawing plan is to show upstream and downstream manholes, distance to nearest manhole, length of repair, manhole and sewer asset numbers (from the City's database), manhole rim and invert elevations, details of connection to existing pipe, 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](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.

## E2. CONTRACT ADMINISTRATION SERVICES

### E2.1 Non-Resident

- (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 for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and associated project management templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.
- (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.

## E2.2 Resident

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific renewal.
- (b) Personnel with demonstrated experience in sewer rehabilitation by methods such as CIPP and GRP lining are to be assigned for on-site inspection of the construction work.
- (c) 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.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (e) Provide daily/weekly reports to the Department's contact.
- (f) Arrange for Department contact to pick up liner samples for materials testing as required.
- (g) 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.
- (h) Prepare and deliver construction notices to residents and businesses connected to the sewer segment scheduled to be rehabilitated by trenchless methods.

## E3. PROJECT CLOSE OUT

### E3.1 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 with Department representatives inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

### E3.2 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 11" x 17" (A3) 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 trenchless methods, 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 11" x 17" (A3) 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.

### E3.3 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.

### E3.4 Project Summaries

- (a) Provide a brief summary report to the Department's contact person for each type of work. Document any specialized Qa/Qc work carried out or unusual problems encountered, the resolution, and recommendations for similar future work.

## E4. POST INSTALLATION SEWER INSPECTION

- E4.1 Submit all post installation sewer inspections provided by the Contractor to the Department for cataloging.

## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)**

## **APPENDIX B – 2023 SEWER RENEWALS BY CIPP LINING – CONTRACT 3 – TABLE A**

## **APPENDIX C – 2023 SEWER RENEWALS BY CIPP LINING – CONTRACT 3 – LOCATION MAP**