



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 715-2011**

**PROFESSIONAL CONSULTING SERVICES FOR WATERWORKS BY-LAW 504/73  
REVISION - BACKGROUND REVIEW**

**Proposals shall be submitted to:**

**The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WATERWORKS BY-LAW 504/73 REVISION - BACKGROUND REVIEW

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 14, 2011.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Form B: Fees (Section B) in accordance with B8
  - (c) Description of Fees (Section C) in accordance with B9;
- B6.2 The Proposal should also consist of the following components:
- (a) Form C: Optional Fees (Section D) in accordance with B10
  - (b) Management Proposal (Section E) in accordance with B11;
  - (c) Technical Proposal (Section F), in accordance with B12;
  - (d) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound original (marked "original"), five (5) copies and an electronic copy in PDF format for sections identified in B6.1 and B6.2.
- B6.6 Present Proposal as indicated in Sections identified in B6.1 and B6.2. Proponents are encouraged to use their creativity to submit a Proposal that provides the requested information for evaluation and other information that illustrates the strength of their team.
- B6.7 The Proposal shall be limited to a maximum of thirty (30) pages of Project specific material and a maximum of twenty (20) pages of support documentation including curriculum vitae and related information.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.11 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

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

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or tasks identified in the Scope of Services.

- (a) The Proponent shall complete Form B: Fees, summarizing Fees for the Scope of Services

**B9. DESCRIPTION OF FEES (SECTION C)**

- B9.1 Proposals shall include detailed description of Fees summarized in Form B: Fees.
- B9.1.1 Details shall include hourly rates, work activity costs, total cost for each task identified in D4.
- B9.1.2 The proposal shall also include subtotal costs for each year, stated in 2011 or 2012 dollars where applicable.
- (a) increases to hourly rates due to annual cost of living shall be included in the Fixed Fee.
- (b) after the Project has been awarded, the City will not permit increases to annual Fee subtotals.
- B9.2 The City will only consider adjustments to Fees based on increases or decreases to the Scope of Services.
- (a) The City will not consider an adjustment to the Fees based on changes in the Project budget.
- B9.3 Proponents shall indicate separately in the proposal any part of the scope of work that they intend to excluded, apply discounts or suggest additional works. Such Fees must:
- (a) be described separately in the proposal as "Optional Fees". Description must include hourly rates, work activity costs, total cost and disbursements;
- (b) be specified in the year that the project will be carried out using the appropriate hourly rate; and
- (c) not be included in the subtotals and total fees for tasks indicated in the Scope of Services.
- B9.4 Fee Proposals shall conform to the "Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM) - Guide for the Engagement of a Consulting Professional Engineer", January 2008.
- B9.5 Fees shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.5.1 Overhead head costs indicated in C1.1(b) or disbursements typically referred to as type 1 disbursements or general expenses shall be factored into the hourly rates.
- (a) such disbursements or overhead costs shall not be described or indicated separately in the proposal.
- B9.6 The City will take possession of all non-consumable disbursement items either during the course of the Project or at Project completion and to this end an inventory of these items including their disposition shall be prepared and maintained. As this assignment may require the loaning of City records in original form, an inventory of these items shall be prepared and maintained.
- B9.7 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. FORM C: OPTIONAL FEES (SECTION D)**

- B10.1 Any part of the Scope of Services that the Proponent intends to exclude, apply discounts or suggest additional works shall be indicated separately.
- (a) such Fees shall be summarized in Form C: Optional Fees.

## **B11. MANAGEMENT PROPOSAL (SECTION E)**

### **B11.1 Experience of Proponent and Subconsultant firms:**

- (a) Proponents should describe their experience including:
- (i) general firm profile information, years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants;
  - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing engineering design, detailed assessments and contract administration of municipal water infrastructure;
  - (iii) a maximum of four projects;
  - (iv) the Projects shall indicate the Proponent and Subconsultant(s)' experience; and
  - (v) for each project listed in B11.1(a) (iii), the proponent shall indicate:
    - ◆ Project owner;
    - ◆ role of the Consultant;
    - ◆ brief description of the Project; and
    - ◆ reference information (two current names with telephone numbers per Project).

**B11.1.1** Where applicable, information should be separated into Proponent and Subconsultant project listings.

### **B11.2 Experience and qualifications of key personnel assigned to the Project:**

- (a) provide names of key personnel assigned to the Project;
- (i) Proponents shall not substitute names of key personnel without the written permission from the Project Manager.
- (b) provide the experience and qualifications of the key personnel assigned to the Project including:
- (i) job title(s);
  - (ii) educational background and degrees;
  - (iii) professional affiliation;
  - (iv) demonstrated knowledge or use of water by-laws;
  - (v) years of experience in engineering design, detailed assessments, and construction administration of municipal water infrastructure;
  - (vi) years of experience with existing employer;
  - (vii) years of experience in current position;
  - (viii) percentage of time to be dedicated to the project; and
  - (ix) two projects for which each person identified has played a comparable role. If a project selected for a key person is included in B11.1(a)(iii), provide only the project name and the role of the key person. For other projects provide the following:
    - ◆ role of the person;
    - ◆ Project Owner;
    - ◆ description of Project; and
    - ◆ reference information (two current names with telephone numbers per project).

### **B11.3 Proponent's Project Management approach:**

- (a) Proponents should describe how the project will be organized and managed.
- (b) Proposals should include method(s) that describe the Proponent's Project Management approach and team organization during the performance of the Services. Describe the methods such that the evaluation committee has a clear understanding of the methods the proponent will use in delivering the Project. The methods should include:

- (i) job function for each person or group of people identified;
  - (ii) time estimates by work activity and in total for each person identified in B 11.2(a);
  - (iii) an organizational chart indicating the role of each key person;
  - (iv) Project communications;
  - (v) quality assurance/quality control; and
  - (vi) cost control
- (c) the Management Proposal should identify all activities to be performed outside the City of Winnipeg either by the Proponent's staff or by Subconsultants. Identify proposed arrangements involving out-of-town staff to participate in coordination and review functions; and
- (d) Proponents are encouraged to 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.

**B11.4 Past Performance:**

- (a) the City will consider past performance of the Proponent on past and ongoing projects carried out for the City. The evaluations of the Proponent shall be in terms of timeliness in submitting deliverables, adherence to schedule and quality of work;
- (b) Proponents that have not worked with the City before will be evaluated based on the testimonials of the references provided; and
- (c) The City will be contacting references provided in B11.1 (a) (v) and B 11.2 (b) (ix) for City and non-City projects.

**B12. TECHNICAL PROPOSAL (SECTION F)**

**B12.1 Proponent's understanding of the Scope of Services**

- B12.1.1** The Technical Proposal should demonstrate that the Proponent has a practical understanding of the Scope of Services by:
- (a) clearly identifying and explaining work activities;
  - (b) stating assumptions and interpretations of the Scope of Services;
  - (c) indicating activities and services to be provided by the City; and
  - (d) stating other information that conveys the Proponent's understanding of the Project requirements.

**B12.2** The Proposal should indicate the technical approach and methods for carrying out each task outlined in the Scope of Services.

**B13. PROJECT SCHEDULE (SECTION G)**

**B13.1** Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software.

**B13.1.1** The schedule should be detailed and practical. It should address each requirement and task of the Scope of Services.

**B13.2** The schedule should include:

- (a) work breakdown structure;
- (b) resource assignments (key designers);
- (c) durations (weekly timescale);
- (d) milestone dates or events;
- (e) critical dates for review;



- (f) anticipated approval processes by the City. A minimum of three weeks should be allowed for completion of these processes;
- (g) project meetings ( allow for a minimum of 4 meetings);
- (h) submission of monthly progress reports; and
- (i) submission dates for required deliverables.

#### **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for engineering design, detailed assessments, and construction administration of municipal water infrastructure; 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.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

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

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results)

page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

**B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

**B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

**B18. INTERVIEWS**

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

**B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- |   |             |
|---|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation there from: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15:                                  | (pass/fail) |
| (c) Form B: Fees (Section B)  | (pass/fail) |
| (d) Description of Fees; (Section C)  | 30%         |
| (e) Management Proposal (Section E)   | 35%         |
| (f) Technical Proposal; (Section F)   | 25%         |
| (g) Project Schedule. (Section G)   | 10%         |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified..
- B20.4 Further to B20.1(c), the Award Authority may reject a Proposal as being non-responsive if the Proponent does not fill and submit Form B: Fees.
- B20.5 Further to B20.1(d), Description of Fees will be evaluated based on the requirements of B9.
- B20.6 Further to B20.1(e), the Management Proposal will be evaluated based on the requirements of B11.
- B20.7 Further to B20.1(f), the Technical Proposal will be evaluated based on the requirements of B12.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated based on the requirements of B13 and D8.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide complete responses to B6.2 (b) to B6.2(d), the score of zero will be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B21.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.6 The City may, at its discretion, award the Contract in phases.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Remi Adedapo, M.A.Sc., P.Eng.

Email: radedapo@winnipeg.ca

Telephone No. (204) 986-5496

Facsimile No. (204) 224-0032

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

#### **D3. BACKGROUND**

D3.1 The Waterworks By-law No. 504/73 relates to the Water Works Utility, the fixing of water rates, billing and collection.

D3.2 The City of Winnipeg Council originally passed the By-law in November 7, 1973. Each year, amendments are passed to reflect the new water and sewer rates. Amendments have also occurred to clarify terms, liability or cross connection control provisions based on the original by-law structure.

D3.3 The City intends to revise the Waterworks By-law. Background reviews are required before the City revises the By-law.

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

D4.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional consulting services for this project.

D4.1.1 These services are specific to Advisory Services.

D4.2 The Services required under this Contract shall consist of the following Tasks:

D4.2.1 Task 1: Project Management

- (a) Plan, organize, secure, and manage resources to complete Tasks 2 and 3.
- (b) Coordinate project meetings, and distribute minutes. The meetings shall be used to update the City on the status of the project, and obtain clarifications on the project.
  - (i) If PowerPoint slides are used at the meetings, copies of the slides must accompany the minutes.
- (c) Carry out other project management activities as required.

#### D4.2.2 Task 2: Background Review

- (a) Review the Waterworks 504/73 By-Law.
  - (i) The consolidated version may be found at <http://winnipeg.ca/CLKDMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=206>.
- (b) Review relevant policies, Canadian Acts, Codes and By-laws for clauses that should be considered in Winnipeg's Waterworks By-law. These include but not limited to:
  - (i) Manitoba Plumbing Code
  - (ii) The Public Health Act
  - (iii) Streets 1481/77 By-law
  - (iv) The Winnipeg Building 4555/87 By-law
- (c) Carry out a technical review of water by-laws of other Canadian Cities for clauses that could be considered when the City revises the Waterworks By-law.
  - (i) Water By-law reviews shall include other By-laws related to Water supply such as Backflow Prevention By-Laws.
- (d) Perform a detailed comparison of penalties, charges and fees in Schedule A and B of the Waterworks By-law with those of other Canadian Cities.
  - (i) This shall include penalties, charges and fees that are not reflected in the Waterworks 504/73 By-law.
  - (ii) More information shall be provided on penalties, charges and fees that are substantially higher, or not include in the Waterworks 504/73 By-law.
  - (iii) The comparison shall exclude the sewer and water rate.

#### D4.2.3 Task 3 Sustainable Water Initiatives

- (a) Review the Sustainable Water and Waste Directional Strategy, An Our Winnipeg Direction Strategy.
  - (i) This document may be found at [http://speakupwinnipeg.com/wp-content/uploads/2011/07/SustainableWaterWaste.July\\_12.2011.WEB\\_RGB.pdf](http://speakupwinnipeg.com/wp-content/uploads/2011/07/SustainableWaterWaste.July_12.2011.WEB_RGB.pdf).
- (b) Review Acts, Codes and By-laws relevant to sustainable water initiatives. These include but not limited to:
  - (i) CAN/CSA-B128.1-06/B128.2-06 - Design and Installation of Non-Potable Water Systems/Maintenance and Field Testing of Non-Potable Water Systems
  - (ii) CAN/CSA B128.3-10 Performance of Non-Potable Water Treatment Systems
  - (iii) Manitoba Plumbing Code
- (c) Review guidelines for approval and installation of sustainable water initiatives of other Provinces and major Cities in Canada.
- (d) Review backflow measures with respect to sustainable water initiatives.
- (e) Recommend approval measures that could be included in the By-law to protect public health while encouraging sustainable water initiatives.

#### D4.2.4 **Revision or writing of the Waterworks By-law is not part of the scope of work.**

#### D4.3 The following are deliverables required for the project:

##### D4.3.1 A project management plan for managing the Background Review for Waterworks By-law 504/73 Revision.

- (a) The plan shall be submitted on or before the kick off meeting.
- (b) the plan shall include but not be limited to:
  - (i) The schedule submitted under B13. Proponent should note that:
    - ◆ the successful Consultant may be required to make changes to their schedule

- ◆ the reviewed and approved schedule shall not change during the course of the project
  - ◆ if the Consultant is behind schedule, they shall find ways of making up for lost time without affecting the schedule
  - (ii) schedule management—how the successful Consultant intends to submit deliverables in a timely fashion
  - (iii) cost management—how the successful Consultant intends to complete the Project on budget.
  - (iv) change control process
  - (v) quality assurance and quality control
  - (vi) communication plan
- D4.3.2 Monthly project report. The reports shall consist of the following:
- (a) maximum of 2 pages
  - (b) work carried out in the previous month
  - (c) work in progress
  - (d) Work anticipated for the following month
  - (e) percentage completion of the overall project and each task outlined in D4.2.2 and D4.2.3
  - (f) information request for the following month
  - (g) issues to date
- D4.3.3 Submit the following memorandums and reports complete with findings, conclusions, recommendations and references:
- (a) Technical memorandums for Tasks 2 and 3 submitted electronically in Microsoft Word.
  - (b) Draft report submitted electronically in Microsoft Word.
  - (c) Five paper copies and a PDF copy of the final report.

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

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

- D5.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D6. INSURANCE**

- D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D6.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;



- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
    - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (b) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D6.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D6.3 The policies required in D6.2(a):
- (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.
- D6.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(b).
- D6.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D6.10.
- D6.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D6.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D6.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D6.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D6.8.
- D6.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D7. COMMENCEMENT**

- D7.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D7.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D5;
    - (ii) evidence of the insurance specified in D6;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D7.3 The City intends to award this Contract by October 31, 2011

### **D8. CRITICAL STAGES**

- D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Technical memorandums 1 and 2 shall be submitted on or before January 13, 2012 and March 9, 2012 respectively;
  - (b) Draft Report shall be submitted on or before April 24, 2012; and
  - (c) Final Report shall be submitted on or before May 23, 2012.

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

### **1. INTRODUCTION**

- 1.1 It is the intent of the City of Winnipeg, in defining Professional Consultant Services (Consulting Engineering Services), to clarify the role required of consulting Engineers; to more fully identify the services to be rendered by consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by consulting Engineers to the City and to third parties in the provision of such services.
- 1.2 The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of a professional Engineer. All drawings, reports, recommendations and other documents, originating therefrom involving the practice of professional engineering, shall bear the stamp or seal and signature of a qualified Engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba. Other reports and documents not involving the "practice of professional engineering", such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the consulting Engineer and accepted by the City. Progress estimates, completion certificates and other reports related to the technical aspects of a project, must be endorsed by the Engineer in a manner acceptable to the City.

### **2. ADVISORY SERVICES**

- 2.1 Advisory services are normally not associated with or followed by preliminary design and/or design services, and include, but are not limited to:
- (a) Expert Testimony;
  - (b) Appraisals;
  - (c) Valuations;
  - (d) Rate structure and tariff studies;
  - (e) Management services other than construction management;
  - (f) Feasibility studies;
  - (g) Planning studies;
  - (h) Surveying and mapping;
  - (i) Soil mechanics and foundation engineering;
  - (j) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
  - (k) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

### **3. PRELIMINARY DESIGN**

- 3.1 Preliminary design services are normally a prelude to the detailed design of a project and include, but are not limited to:
- (a) Preliminary engineering studies;
  - (b) Engineering investigation;
  - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - (d) Operations studies including drainage studies, traffic studies, etc.;
  - (e) Functional planning;

- (f) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (g) Preparation and submission of a report and appropriate drawings to the City, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of project implementation;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application.

#### **4. DETAILED DESIGN**

4.1 Detailed design services normally involve preparation of detailed designs, tender specifications and drawings, and analysis of bids and recommendations for contract award, and include, but are not limited to:

- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to Utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate Regulatory approval agencies and stakeholders;
- (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- (c) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City;
- (d) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of acceptance by the City;
- (e) Preparation and provision to the City in written form, a fully detailed formal construction contract estimate;
- (f) Provision of appropriate response to bidders and advice to the City during the bid period and, subject to acceptance by the City, issuing addenda to the tender documents;
- (g) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the City;
- (h) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons therefore.

#### **5. CONTRACT ADMINISTRATION SERVICES**

5.1 Contract administration services are associated with the construction of a project and include the office and field services required to ensure the conduct of the project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications; and include but are not limited to:

#### **5.2 NON-RESIDENT SERVICES**

- (a) Consultation with and advice to the City during the course of construction;
- (b) Review and acceptance of shop drawings supplied by the contractor or supplier to ensure that the drawings are in conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (c) Review and report to the City upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure to the City conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;

- (d) Acceptance of alternate materials and methods, subject to prior acceptance by the City, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision to the City of a complete current report on the project status on a monthly basis;
- (f) Provision to the City a current update of revised contract-end cost estimate on a monthly basis, or more frequently if found necessary, with explanation and justification of any significant variation from the preceding contract-end cost estimate;
- (g) Definition and justification of and estimate of cost for additions to or deletions from the contract for authorization by the City;
- (h) Furnishing the City with a copy of all significant correspondence relating directly or indirectly to the project, originating from or distributed to, parties external to the consulting Engineer, immediately following receipt or dispatch of same by the consulting Engineer;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consultant;
- (j) Establishment prior to construction and submission to the City of written and photographic records of, and assessment of the physical condition of adjacent buildings, facilities, and structures sufficient to equip the consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, which meetings shall include representatives of the contractor and the City;
- (l) The preparation and submission of:
  - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
  - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation contract required to complete the Works.

### 5.3 RESIDENT SERVICES

- (a) Provision of qualified resident personnel acceptable to the City present at the project site to carry out the services as specified immediately below, without relieving the contractor of his contractual and other legal obligations in respect thereof:
  - (i) inspection of all pipe prior to installation;
  - (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - (iv) "full time inspection" and/or testing of watermains and sewers;
  - (v) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements.

5.4 It is to be understood that "full time inspection" will require assignment of a qualified person to each specific location when the referenced work is being undertaken by the contractor.

- (a) Without relieving the contractor of his contractual and other legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications;

- (b) Co-ordination and staging of all other works on the project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and City or developer work;
- (c) In conjunction with the City, provision of notice to adjacent residents and businesses of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (d) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision of reference line and elevation to the contractor and checking upon the contractor's adherence thereto, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (f) Responsible, sensitive, and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the City;
- (g) Arranging for and carrying out of testing of materials utilized by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (h) Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications;
- (i) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite project review meetings including representatives of the contractor and the City;
- (j) Promptly reporting to the City upon any significant and unusual circumstances;
- (k) Promptly arranging for and taking part in a detailed final inspection of the project with the contractor and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract for the project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed project;
- (l) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (m) Prepare a Certificate of Substantial Performance;
- (n) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (o) Prepare a Certificate of Total Performance;
- (p) Provision of inspection services during the maintenance guarantee period of the contract;
- (q) Undertake a detailed inspection of the project with the contractor and the City prior to the end of the period of contractor maintenance guarantee specified in the contract for the project;
- (r) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (s) Prepare a Certificate of Acceptance.

## **6. ADDITIONAL SERVICES**

- 6.1 Additional services are in addition to those specified in other Types of Services and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Standard Consulting Engineering Services in respect of other Types or Categories of Services.
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the City;

- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Startup and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City;
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings.