



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 874-2011**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2012  
OUTFALL REPAIRS/REHABILITATION PROGRAM**

**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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2012 OUTFALL REPAIRS/REHABILITATION PROGRAM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 28, 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) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Key Personnel (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D), in accordance with B10;
  - (c) Management Proposal (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Further to B6.6, the Proposal shall be less than 25 pages.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(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. FEES (SECTION B)**

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

- (a) Preliminary Engineering;
- (b) Design and Specification Development;
- (c) Contract Document Preparation;
- (d) Procurement Process;
- (e) Non Resident Construction Services; and
- (f) Record Drawings.

B8.2 The proposal shall include fees based on a Time Basis for resident services. Time Based fees shall be based on providing one full time Inspector during the course of the work. For proposal purposes these fees should be based on one hundred and twenty (120) working days to Substantial Performance of March 15, 2013. The proposed fee should include allowance for disbursements, including vehicle, electronic communication, etc. The actual working days will be established at time of tender will be with the consultation and concurrence of the Department.

- (a) The time Based Fee proposal shall include time estimates and hourly billing rates for each person assigned to the project.

B8.2.1 Adjustments to the Fixed Fee will only be considered based on increases to the Scope of Services.

B8.3 Details of the Scope of Services are provided under D4 and Part E "Scope Of Services".

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's, soils and hazardous materials investigations during construction.

B8.5 All interpretations and assumptions related to the payment of fees and disbursements are to be identified in the Fee Proposal.

B8.6 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT AND KEY PERSONNEL (SECTION C)**

B9.1 Proposals 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 Sub-Consultants.

B9.2 Proposals should include details demonstrating the Proponents and Sub-Consultants experience relating to the scope of work identified for this project.

B9.3 Submit the experience and qualifications of the Key Personnel assigned to the Project. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer.

B9.4 Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B11.2(c).

## **B10. TECHNICAL PROPOSAL (SECTION D)**

B10.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of work. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B10.2 The Technical Proposal should describe:

- (a) the Proponents understanding of the Project;
- (b) the Proponents approach and methodology to complete the work;
- (c) any innovation to be used to perform the services;
- (d) any activities and services to be provided by the City;
- (e) the deliverables of the Project.

**B11. MANAGEMENT PROPOSAL (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 identify:

- (a) job function for each identified individual and group of individuals so identified;
- (b) time estimates by work activity and in total for each identified individual;
- (c) an organizational chart for the Project.

**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. QUALIFICATION**

B13.1 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.

B13.2 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>

B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B13.4 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.

B13.5 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.

#### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 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>

B14.3 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.

B14.4 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.

#### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 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.

#### **B16. WITHDRAWAL OF OFFERS**

B16.1 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.

B16.1.1 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.



- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

## **B17. INTERVIEWS**

- B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B18. NEGOTIATIONS**

- B18.1 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.
- B18.2 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.
- B18.3 If, in the course of negotiations pursuant to B18.2 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.

## **B19. EVALUATION OF PROPOSALS**

- B19.1 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 B13: (pass/fail)
  - (c) Fees; (Section B) 30%
  - (d) Experience of Proponent and Key Personnel; (Section C) 20%
  - (e) Technical Proposal; (Section D) 20%
  - (f) Management Proposal; (Section E) 20%
  - (g) Project Schedule; (Section F) 10%

- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(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.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Key Personnel will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Technical Proposal will be evaluated based on project understanding and proposed methodology
- B19.7 Further to B19.1(f), Management Proposal will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide complete responses to B6.2 (a) to B6.2 (d), the score of zero will be assigned to the incomplete part of the response.

## **B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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.
- B20.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B20.5 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.
- B20.6 The City may, at its discretion, award the Contract in phases.

**B20.7** 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:

K. Zurek, P.Eng.

Design and Construction Engineer

Email: kzurek@winnipeg.ca

Telephone No. (204) 986-2025

Facsimile No. (204) 986-5345

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 Water and Waste Department has identified eight (8) locations of combined sewer and land drainage outfall pipes of various sizes that have varying degrees of deterioration with several also showing signs of surface sink holes. Engineering services are required to investigate these outfalls, provide recommendations and detailed engineering drawings, bid opportunity documents and construction management services to repair/ rehabilitate these outfalls.

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

D4.1 To provide detailed engineering design, procurement, contract administration, and post construction services for River Bank stability improvements, and Outfall Repair/ Rehabilitation at the following Outfall Locations:

- (a) Ash Street Outfall – 2100mm diameter Combined Sewer Outfall located at the Ash Flood Pumping Station at the Assiniboine River.
- (b) Chataway Boulevard Outfall – 900mm diameter Combined Sewer Outfall located at the Chataway Pumping Station at the Assiniboine River.
- (c) Crane Avenue Outfall – 900mm diameter Land Drainage Outfall located at the east end of Crane Avenue at the Red River.
- (d) Empress Street Outfall – 300mm diameter Land Drainage Outfall located south of No.11 St John Ambulance Way and approx. 140m west of Manitoba Hydro Station addressed No.1 Empress Street East at the Assiniboine River.
- (e) Empress Street Outfall – 750mm diameter Land Drainage Outfall located at the intersection of Rapelje and Empress Street at Omand's Creek.

- (f) Rue LaVerendrye Outfall – 600mm diameter Combined Sewer Outfall located at the LaVerendrye Flood Pumping Station at the Red River. Investigation of the surface sink hole will determine the correct outfall to repair/rehabilitate
  - (g) Ridgedale Crescent Outfall – 450mm diameter Land Drainage Outfall located at the end of Ridgedale Crescent west of the intersection of Ridgedale Crescent and Jaymorr Drive at the Assiniboine River.
  - (h) Wellington Crescent Outfall – 300mm diameter Land Drainage Outfall located opposite of No.1620/1610 Wellington Crescent at the Assiniboine River.
- D4.2 The total project budget funds have been projected at \$1,500,000.
- D4.3 The City's Project Manager reserves the right to delete the number of outfalls to be repaired or rehabilitated in order to stay within the budgeted funds. This determination will be based on the Consultants pre tender estimates of the work.
- D4.4 It is the City's intention to have the work at all eight outfall locations completed before the spring freshet of 2012. If the Consultant determines that all eight of the locations can not be completed before the spring freshet of 2012, the consultant shall make a recommendation indicating which of the locations will be possible to complete and whether multiple construction contracts are required to complete the proposed work. This determination will take into account the size, criticality, condition rating, and environmental impact of delaying the work.
- D4.5 All outfall work shall be completed before the spring freshet of 2013.

## **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.

## **D8. CRITICAL STAGES**

D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) That Substantial Performance of the any Construction Contract beginning late 2011/early 2012 shall be achieved no later that March 15, 2012.
- (b) That Substantial Performance of the any Construction Contract beginning late 2012/early 2013 shall be achieved no later that March 15, 2013.
- (c) That Total Performance of any Construction Contract beginning late 2011/early 2012 shall be achieved no later that March 15, 2012.
- (d) That Total Performance of any Construction Contract beginning late 2012/early 2013 shall be achieved no later that March 15, 2013.
- (e) That post construction Record Drawing of any Construction Contract beginning late 2011/early 2012 shall be submitted by August 15, 2012.
- (f) That post construction Record Drawing of any Construction Contract beginning late 2012/early 2013 shall be submitted by August 15, 2013.



## **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 Engineering Services – General**

The following engineering services required for the Outfall Upgrades include, but are not limited to:

- a) Geotechnical investigation and report on the slope stability of the River Banks in the vicinity of the outfalls.
- b) Recommendations for the improvement of river bank stability if required;
- c) Engineering Site Surveys as required;
- d) Condition assessments of each outfall;
- e) Design of the outfall pipe repairs/rehabilitation and restorations;
- f) Securing all regulatory approvals for work on river bank and in the associated waterways;
- g) Preparation of drawings, specifications and Bid Opportunity Documents;
- h) Shop drawing reviews as required;
- i) Non Resident Contract Administration Services;
- j) Resident Contract Administration Services;
- k) Field and Laboratory testing;
- l) Submittal to Underground Structures and other utility companies for review

#### **E1.3 Design Services – General**

- (a) Design to consider alignment, depth, method of construction and other special construction features of the river bank and the outfall pipe.
- (b) Once the preliminary design for the outfall repairs have been completed, a separate review meeting shall be arranged with the Design and Construction Branch of the Department.
- (c) Tender specifications complete with Form B: Unit Prices, the 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.
- (d) Arrange for the Bid Opportunity number with the Materials Management Department and provide the tender package in a PDF format, acceptable to the Materials Management Department.
- (e) 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.
- (f) 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.
- (g) Utilize Envista, a web-based to coordinate execution this project with proposed projects from other Departments and Utilities
- (h) Review tender submissions for completeness, prepare tender tabulation and make recommendation of award to the department. Conduct pre-award meeting if required

#### **E1.4 Construction Drawings**

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings. In addition, the drawings are to be drawn at a horizontal scale of 1:250 and vertical scale of 1:50.

- (b) All GIS information requests are to be made through the Department's contact person.
- (c) 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.
- (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, telephone 986-7636

## **E2. CONTRACT ADMINISTRATION SERVICES**

### **E2.1 Non-resident**

- (a) The Project Manager shall have demonstrated experience in the design and contract administration of riverbank stability projects, large diameter outfall pipe rehabilitation and City of Winnipeg Contract Administration procedures.
- (b) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.
- (c) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that encountered during the course of the work.
- (d) Respond to construction issues that may be raised by the Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (e) Prepare and certify monthly progress payments to the Contractor.
- (f) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any.
- (g) Provide detailed reports supporting any construction over expenditures over the tendered contract amount
- (h) 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.
- (i) 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.

### **E2.2 Resident**

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific repair/rehabilitation.
- (b) Personnel with demonstrated experience in sewer rehabilitation are to be assigned for continuous on-site inspection of the construction work.
- (c) Provide reference lines and elevation to the contractor for the proposed work and confirmation of the contractors' adherence to the lines and elevations provided.
- (d) 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.
- (e) Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (f) Provide daily/weekly reports to the Department's contact.
- (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.

## **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) 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.
- (d) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (e) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (f) 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 full-size (A1) drawing prints for the Outfall Repairs/Rehabilitation.
- (b) Record drawings are to include the following information
  - (i) All new construction details.
  - (ii) For outfall repairs, show the invert of the outfall pipe at each end of the repair.
  - (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 full size (A1) drawing mylars for the Outfall Repairs/Rehabilitation complete with the preliminary drawing prints with comments and the digital file for each as-constructed 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 as –constructed 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.
- (b) Project Summaries
  - (i) Provide a brief summary report to the Department's contact person for each type of work documenting any specialized Qa/Qc work carried out or unusual problems encountered what the resolution was, and make recommendations for similar future work.