



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1329-2019**

**PROFESSIONAL CONSULTING SERVICES FOR BALTIMORE FORCE MAIN  
CROSSING DESIGN AND CONTRACT ADMINISTRATION**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Fees
- Form P: Person Hours

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Consultant and Subconsultants (Section C)	4
B10. Experience of Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	6
B12. Project Schedule (Section F)	6
B13. Disclosure	6
B14. Conflict of Interest and Good Faith	7
B15. Qualification	8
B16. Opening of Proposals and Release of Information	9
B17. Irrevocable Offer	9
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	10
B22. Award of Contract	11

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Definitions	1
D4. Background	1
D5. Background Documents and Drawings	2
D6. Scope of Services	2

#### Submissions

D7. Authority to Carry on Business	9
D8. Safe Work Plan	9
D9. Insurance	9

#### Schedule of Services

D10. Commencement	11
D11. Invoicing	11
D12. Critical Stages	11

### Appendix A –DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR BALTIMORE FORCE MAIN CROSSING DESIGN AND CONTRACT ADMINISTRATION

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 26, 2020.

B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

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

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Consultants by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Consultant who made the enquiry.

B3.5 All correspondence or contact by Consultants 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 Consultants Proposal Submission.

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

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Consultant by the City or acquired by a Consultant 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 Consultant before receipt hereof; or
- (b) becomes publicly known other than through the Consultant; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B5. ADDENDA**

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

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Consultant and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Consultant 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 Consultant no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including total number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Consultants are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 Information located in Appendices or as attachments to the Proposal will not be evaluated or scored.
- B6.7 The Proposal shall be submitted electronically through MERX.
- B6.7.1 Proposals will **only** be accepted electronically through MERX.
- B6.8 Consultants are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.9 Any cost or expense incurred by the Consultant that is associated with the preparation of the Proposal shall be borne solely by the Consultant.

**B7. PROPOSAL (SECTION A)**

B7.1 The Consultant shall complete Form A: Bid/Proposal, making all required entries.

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

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

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

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

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

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

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

**B8. FEES (SECTION B)**

B8.1 The Proponent shall indicate all fees on Form B: Fees.

B8.2 The Proposal shall include a Fixed Fee for the following sections identified in D6 –Scope of Services:

- (a) Project Management in accordance with D6.3;
- (b) Preliminary Design in accordance with D6.4;
- (c) Risk Analysis in accordance with D6.5;
- (d) Province of Manitoba Notice of Alteration (NoA) in accordance with D6.6;
- (e) Detailed Design and Specification Development in accordance with D6.7;
- (f) Procurement Services in accordance with D6.8;
- (g) Non-Resident Engineering Services in accordance with D6.9.5

- (h) Post Construction Services in accordance with D6.10.
- B8.3 The Proposal shall include a Time Based Fee schedule calculated on a time basis for the following sections identified in D6 –Scope of Services
- (a) Resident Engineering Services in accordance with D6.9.4
    - (i) For bid purposes Proponents shall use an allowance of \$140,000.00 for resident engineering services
  - (b) Additional Work Allowance in accordance with D6.11
    - (i) The proponent shall include an additional work allowance of \$50,000.00 in their proposal.
    - (ii) The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising in preliminary stages of the project.
    - (iii) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent
    - (iv) The Additional Work Allowance shall only be used with written permission of the Project Manager.
- B8.4 Work under General Requirements in accordance with D6.2 shall be considered incidental to all other sections.
- B8.5 Invoicing of Fees is outlined in D11
- B8.6 There will be no fee escalation allowed for yearly adjustments, promotions, etc. Fee scale shall be fixed for the duration of the project.
- B8.7 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.7.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.8 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.9 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b) but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.10 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.11 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF CONSULTANT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Consultant and Subconsultants in providing design, project management and contract administration services on two projects of **similar complexity, scope and value**.
- B9.2 For each project listed in B9.1(a), the Proponent should submit (limited to 2 pages):
- (a) description of the project;
  - (b) scope of the engineering assignment that the consultant was contracted to perform;
  - (c) the consultant's original contract value and final value, indicating any reasons for significant change in value;

- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately from construction);
- (e) project owner; and
- (f) reference information (two current names with telephone numbers per project).
  - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator; and
  - (ii) References may be used to confirm the information provided in the proposal;
  - (iii) Other sources not named in references may be contacted to verify the information provided.

B9.2.1 Where applicable, information should be separated into Consultant and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Consultant and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify the following Key Personnel assigned to the Project. Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualification for each role separately.

- (a) principal in charge;
- (b) project manager;
- (c) structural lead professional; and
- (d) municipal lead professional.

B10.3 Identify the following Contract Administration Personnel assigned to the Project

- (a) resident contract administrator
- (b) non-Resident contract administrator

B10.4 Submit the experience and qualifications of the Key Personnel identified in B10.2 (max 2 pages per individual) . Include educational background, professional recognition, job title, years of experience in current position, years of experience in design, or contract administration as applicable, and years of experience with existing employer. Roles of each of the Key Personnel and Contract Administration Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.5 For each person identified in B10.2 and B10.3, list at least two comparable projects in which they have played a **primary role similar to that proposed for this Project**. For all projects provide the following:

- (a) Description of project;
- (b) Role of the person; Please describe duties and work performed (scope performed by that person) in detail such that the evaluators can draw parallels between the example project and this Project.
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).
  - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator; and
  - (ii) References may be used to confirm the information provided in the proposal;

- (iii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm's project management approach and team organization during the performance of Services using **project specific details**, so that the evaluation committee has a clear understanding of the methods the Consultant will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D6.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Describe how proposed Contract Administration resources will be used describing in detail resources for tie-in and switching activities.
- B11.5 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the proposed Project budget;
  - (c) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
  - (d) any other issue that conveys your team's understanding of the Project requirements.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D6 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Consultants may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

**B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Consultants 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), milestones and deliverable dates. The schedule should address each requirement of the Scope of Services.
- B12.2 The Consultant's schedule should include critical dates for review and approval processes by the City and other organizations. Reasonable times should be allowed for completion of these processes. Specific timeframes for certain deliverables are referenced in D6.2.2.

**B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) Associated Engineering Sask Ltd.

- (i) Associated Engineering was retained by the City under RFP 1166-2018 to undertake a concept study to evaluate rehabilitation and replacement options for the Baltimore force main.
- (b) AECOM Canada Ltd.
  - (i) AECOM was retained under RFP 636-2016 to complete High Risk River Crossing assessments, of which the Baltimore force main was one of the crossings assessed.

**B13.3 Additional Material:**

- (a) Associated Engineering reports for RFP 1166-2018 as detailed in D5.1(b) and D5.1(c)
- (b) AECOM Condition Assessment Report for RFP 626-2016 as detailed in D5.1(a).

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

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

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

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

that could or would be seen to:

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

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

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

**B14.4** Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Consultant to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Consultant that fails to disclose a perceived, potential or actual Conflict of Interest of the Consultant or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Consultant or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Consultant if the Consultant, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant 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;
- B15.2 The Consultant and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Consultant 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; and
- B15.4 The Consultant 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 Consultant and of any proposed Subconsultant.

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

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

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

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

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

## **B17. IRREVOCABLE OFFER**

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

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

## **B18. WITHDRAWAL OF OFFERS**

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

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

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

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

B20.3 If, in the course of negotiations pursuant to B20.2, the Consultant 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 Consultant from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- |   |             |
|---|-------------|
| (a) compliance by the Consultant with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Consultant and the Subconsultants, if any, pursuant to B15:                                 | (pass/fail) |
| (c) Fees; (Section B)   | 25%         |
| (d) Experience of Consultant and Subconsultant; (Section C)   | 20%         |
| (e) Experience of Personnel Assigned to the Project; (Section D)  | 30%         |
| (f) Project Understanding and Methodology (Section E)   | 20%         |
| (g) Project Schedule. (Section F)   | 5%          |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Consultant who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Consultant, and may include organizations representing Persons, known to have done business with the Consultant.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D6.11, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(d), Experience of Consultant and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.9 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Consultant's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Consultants fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Consultant, even though one or all of the Consultants are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Consultant submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Consultant.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Consultant in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 Following the award of Contract, a Consultant will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.9 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 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Bronwyn Jones, P.Eng.

Telephone No. 204 986-8664

Email Address: bjones@winnipeg.ca

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

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**City**" means the City of Winnipeg;
- (b) "**BOE**" means City of Winnipeg Basis of Estimate template ^;
- (c) "**HDD**" means horizontally directional drilled;
- (d) "**NoA**" means Notice of Alternation – Province of Manitoba^.
- (e) "**PWD**" means City of Winnipeg Public Works Department^;
- (f) "**WWD**" means City of Winnipeg Water and Waste Department

#### D4. BACKGROUND

D4.1 The Baltimore Force Main Crossing is a 500 mm diameter steel pipe crossing the Red River along the St. Vital Bridge. The pipe is approximately 200 m in length, suspended on the underside of the east bridge structure. Built in 1988, the force main conveys wastewater from the combined sewer district on the north side of the Red River along Churchill Drive into the Mager sewer district on Kingston Row on the south side.

D4.2 In the late summer of 2018, the force main experienced three leaks requiring emergency repair. A previously scheduled condition assessment showed that the suspended pipe has degraded significantly and could no longer provide reliable service. Ultrasonic Thickness (UT) testing on several locations of the force main revealed that the invert wall thicknesses at these locations have been reduced to a low as 1.0 mm. Additional information can be found in AECOM report referenced in D5.1(a).

D4.3 After becoming aware of the failing state of the force main, the City of Winnipeg Water and Waste Department developed and procured the equipment and materials necessary to build a temporary bypass pipe on the sidewalk of the St. Vital Bridge. The by-pass was put into service in July 2019 when it was determined that the pipe was no longer able to stay in service. This temporary bypass will also be used during the replacement of the force main.

D4.4 The City of Winnipeg has maintained open communication with Manitoba Conservation and Climate with progression of the emergency repairs, the planning and procurement of the bypass system, as well as the efforts taken to replace the force main.

- D4.5 The City of Winnipeg retained Associated Engineering (AE) under Bid-Opportunity 1166-2018 to develop a concept study that recommends the most suitable strategy to replace the existing waste water force main through the development of various options and providing recommendations for a permanent solution to rehabilitate or replace the force main. This Concept Study concluded that the recommended horizontal directional drilled (HDD) option should proceed through a concept validation stage whereby additional geotechnical alignment verification is conducted to assess if proceeding under the river is technically feasible. The ensuing geotechnical assessment conducted of the proposed crossing alignment revealed that a horizontal direction drilling crossing would not be recommended as ground conditions are not favorable. The concept study reports are referenced in D5.1(b) and D5.1(c).
- D4.6 It was concluded that the lowest life cycle cost option with an acceptable risk profile was the replacing the existing pipe with a new pipe along the underside of the bridge. The City wishes to proceed with this option moving forward.

## **D5. BACKGROUND DOCUMENTS AND DRAWINGS**

- D5.1 Relevant documents and drawings are available by request to the City's Project Manager after completion of a Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City.
- (a) AECOM, "High Risk River Crossings – Phase Two Condition Assessment Report DRAFT", Various, Winnipeg, MB, February 2020.
  - (b) Associated Engineering, "Baltimore Force Main River Crossing Concept Study: RFP 1166-2018", Various, Winnipeg, MB, July 2019.
  - (c) Associated Engineering, "Baltimore Force Main Horizontally Directionally Drilled Crossing Assessment: RFP 1166-2018 Scope Addition", Various, Winnipeg, MB, December 2019
  - (d) St. Vital Bridge Project Drawings – As built drawings from the original construction in 1964/1965
  - (e) St. Vital Twin Bridge Over Red River : Structure Rehabilitation and Related Works – As constructed drawings from rehabilitation project in 1988, includes drawing from existing force main installation
  - (f) Wastewater River Crossing Leak Monitoring – Drawings from the installation of magmeter in 2007
  - (g) The City of Winnipeg, "2018 Bypass Pumping Assembly and Manhole Installation, Baltimore Force Main",

## **D6. SCOPE OF SERVICES**

- D6.1 The Services required under this Contract shall consist of Professional Consulting Engineering services required for the replacement of the existing Baltimore force main steel pipe crossing the St Vital Bridge, from Churchill Drive to Kingston Row, and the removal of the temporary bypass system. This shall be in accordance with the following:
- (a) General Requirements in accordance with D6.2;
  - (b) Project Management in accordance with D6.3;
  - (c) Preliminary Design in accordance with D6.4;
  - (d) Risk Analysis in accordance with D6.5;
  - (e) Province of Manitoba Notice of Alteration (NoA) in accordance with D6.6;
  - (f) Detailed Design and Specification Development in accordance with D6.7;
  - (g) Procurement Services in accordance with D6.8;
  - (h) Contract Administration Services in accordance with D6.9; and

- (i) Post Construction Services in accordance with D6.10.

D6.1.1 The Services required under D6.2, D6.3, D6.4, D6.5, D6.6, D6.7, D6.8, D6.9 and D6.10 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

## D6.2 General Requirements

### D6.2.1 General Requirements of Consultant

- (a) The project shall generally conform to the latest codes, standards, regulations, licences and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
- (b) The Consultant shall coordinate with outside agencies and City departments external to the Water and Waste Engineering Division as required to perform the services. The Consultant shall confirm with the City PM agencies being contacted prior to doing so. This includes but is not limited to Transport Canada, The Department of Fisheries and Oceans and Government of Manitoba – Conservation and Climate.
- (c) Collect and review all available existing information including files, reports, drawings, operations information, etc. Where necessary, conduct site investigations and informal meetings with the Project Manager and Operations staff to verify existing conditions and to supplement available information.
- (d) The Consultant shall work with the City of Winnipeg, Public Works Division to coordinate a pipe alignment that accommodates any future bridge expansion projects.
- (e) Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards and templates can be found here: [https://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://winnipeg.ca/waterandwaste/dept/cad_gis.stm)
- (f) The Consultant shall identify all permits necessary for construction.
- (g) In addition to meetings specifically outlined in Section D, the Consultant should propose additional meetings as required.

### D6.2.2 General Requirements for Project Deliverables

#### (a) Draft Documents

- (i) Draft reports and any drawings shall be submitted to the Project Manager at least ten (10) business days prior to the formal design review meetings.
- (ii) Four (4) paper copies, including one (1) unbound shall be submitted of all draft documents. The City review period starts once paper copies have been received by the City.
- (iii) The City shall have ten business days to review all draft documents
- (iv) Submit searchable .PDF copy and native file format of all documents submitted for review

#### (b) Final Documents

- (i) Submit .PDF copy of final documents so the City can verify all comments from the draft documents have been incorporated.
- (ii) The City shall have ten business days to conduct its final review
- (iii) The Project Manager must give final approval that all comments have been satisfactorily incorporated prior to the Consultant printing paper copies.
- (iv) Four (4) paper copies, including one (1) unbound shall be submitted of all final documents
- (v) Submit searchable .PDF copy and native file format of all final documents.

- (h) When creating Tender drawings the Consultant shall follow the current Water and Waste drawing standards available for download at the following site;
  - (i) [https://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://winnipeg.ca/waterandwaste/dept/cad_gis.stm)

### D6.3 Project Management

D6.3.1 Project Management activities required to carry out the Scope of Services will include but not limited to the following;

- (a) Directing and coordinating efforts of the Consultant team to achieve the specific Project goals and objectives and to meet all City requirements
- (b) Providing advice, engineering services, consultation and oversight with respect to the Scope of Services
- (c) Informal liaising with the City's Project manager on a weekly basis to provide Project Status.
- (d) Monthly Progress meeting

### D6.3.2 Deliverables

(a) Project Delivery Plan

- (i) Submit a Project Management (Delivery) Plan, including a schedule of Deliverables, within three (3) weeks of award.
- (ii) Submit updates (as applicable) to the Project Delivery Plan

(b) Progress Reports

- (i) Submit within two (2) weeks for award the proposed progress reporting format for City review and acceptance. The initial progress report will include development of the performance measurement baseline schedule for each task/activity and specific deliverables. Reporting will be completed in a format consistent with the Consultants work breakdown structure (WBS) and be reconcilable with the monthly accounting and invoicing system. Progress reports will include the following minimum requirements;
  - ◆ Progress reporting to be submitted to the Project Manager on a monthly basis, a minimum of two business days prior to the Monthly Progress Meetings
  - ◆ Problems/issues update including description of the issue and proposed method of resolution;
  - ◆ Work planned for next month;
  - ◆ Progress of work planned last month;
  - ◆ Estimated percentage complete by task/activity and overall; and
  - ◆ Progress reports will be coordinated so as to be incorporated as part of the monthly progress meetings.

- (c) Monthly meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes

### D6.4 Preliminary Design

#### D6.4.1 Preliminary Design Kick-off meeting

- (a) Attend a meeting at 1199 Pacific Ave with the Water and Waste Engineering Services and Wastewater Services Divisions to review project history and expectations. All Key Personnel shall be in attendance.

#### D6.4.2 Pipe Design

- (a) The replacement shall include the bridge crossing as well as both vertical pipe sections on either side of the bridge. On the Churchill Drive side the replacement should be made just upstream of the manhole installed for 2018 bypass pumping

operations. On the Kingston Row side the replacement should be made just upstream of the leak monitoring manhole.

- (b) Internal pipe diameter to remain the same as existing.
- (c) Pipe material recommended shall be consistent with current industry standards and best practices. The consultant shall take into consideration the abrasive characteristics of the wastewater when designing the replacement pipe material.
- (d) The pipe shall travel along the underside, or side of either bridge structure.
- (e) The Consultant shall assess the cost, time implications and risks of rehabilitation of the pipe supporting structure vs designing and building a new pipe supporting structure. Once the two alternatives have been presented to the City, the Consultant will move forward into detailed design with the preferred alternative.
- (f) Valves shall be designed so that the force main bridge crossing can be isolated for cleaning and inspection purposes
- (g) Inspection/cleaning ports shall be integrated into the new design
- (h) The new design shall include sleeve encasement around the piping as required by Manitoba Conservation and Climate.
- (i) Leak detection technologies and monitoring must be integrated into the design. Data gathered must be able to be continuously measured and recorded. The proposed leak detection technologies and monitoring practices will be submitted to Manitoba Conservation and Climate and the Consultant shall incorporate any changes required.

#### D6.4.3 Demolition of existing pipe decommissioning/removal/disposal.

- (a) The existing force main is to be decommissioned and removed

#### D6.4.4 Cost Estimate

- (a) The Consultant shall prepare an AACE Class 3 estimate, based on AACE 97R-18 Recommended Practice Cost Estimate Classification System – as applied in Pipeline Transportation Infrastructure Projects (rev. August 2019) to a level of -20% to +30% accuracy. This estimate shall include both alternatives as outlined in D6.4.2(e).
- (b) The cost estimate shall be accompanied by a basis of estimate memo which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusions, exceptions, contingencies and cost risks and opportunities
- (c) BOE & lifecycle cost estimate templates. Provide inputs and work with Project Manager to complete BOE and lifecycle cost estimate template documents as per City templates.

#### D6.4.5 Deliverables

- (a) Preliminary design engineering report and appropriate drawings/specifications documenting data gathered, explaining the assessment made, and stating the resulting conclusions; the report must contain all recommendations relevant to this stage of the project;
  - (i) Class 3 estimate, basis of estimate document and BOE and lifecycle cost templates completed
- (b) Preliminary Design Review meeting
  - (i) To be located at 1199 Pacific Ave. The Consultant shall assume a total of three hours for the meeting. All Key Personnel except for the Principal- in-charge shall be in attendance.
  - (ii) Must submit preliminary design report a minimum of five (5) days prior to the review meeting or the meeting will be postponed.

#### D6.5 Risk Analysis

- (a) The Consultant shall identify risks and associated mitigations in each of the following phases; design, construction and start-up/switch over operations.
- (b) The City of Winnipeg templates as referenced in D6.1.1 shall be used.
- (c) The Consultant will facilitate two (2) risk workshops of three (3) hours. One workshop should be held near the beginning of the assignment and the other at the completion of detailed design and prior to construction. At a minimum, all Key Personnel, except the principal-in-charge shall be present at the risk workshops. Contract Administration Personnel shall be present at the second risk workshop.

#### D6.5.1 Deliverables

- (a) Stakeholder Assessment and Communications Plan to be completed at the completion of risk workshop 1 and updated at the completion of risk workshop 2.
- (b) Completed Risk Identification Checklist to be completed at the completion of risk workshop 1 and updated at the completion of risk workshop 2
- (c) Risk Management Plan to be completed at the completion of risk workshop 1 and updated at the completion of risk workshop 2
- (d) General meeting minutes from each risk workshop

#### D6.6 Province of Manitoba Notice of Alteration (NoA)

- (a) Prepare a technical memo to be included with the NoA form that summarizes the current Environment Act Licence No. 2716 RR, the operating licence for the South End Sewage Treatment Plant as it relates to sewage collection, and identifies following:
  - (i) a detailed description of the proposed change to the crossing as licensed;
  - (ii) a description of all potential environmental effects and human health effects that could result from the proposed change(s) and potential mitigation measures which could be implemented. Describe the effects resulting from the alteration in the context of the effects of the existing development (i.e. incremental effects of the alteration);
  - (iii) the technical elements of the replacement crossing that will mitigate all potential environmental effects;
  - (iv) the decommissioning of the temporary bypass;
  - (v) the decommissioning of the existing pipe; and
  - (vi) environmental risks identified in the risk workshop shall be included in the memo.
- (b) Answer any technical inquiries regarding technical elements of the project by Provincial representatives.

#### D6.6.1 Deliverables

- (a) Submitted technical memo to the City and accepted by the Province of Manitoba.

#### D6.7 Detailed Design and Specification Development

##### D6.7.1 General

- (a) Refine and resolve any outstanding design for all major project components and produce detailed design drawings and specifications. This includes the following but not limited to;
  - (i) Addressing alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to utilities and roadways; proposing alternative methods of solution, reviewing same with the appropriate Regulatory approval agencies and stakeholders;
  - (ii) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City Project Manager; and

- (iii) 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 Project Manager;
- (b) All construction drawings are to have a departmental drawing number assigned before the work is tendered. Drawings numbers shall be requested from Mr. Stan Wos, [swos@winnipeg.ca](mailto:swos@winnipeg.ca) (986-7636) and the Project Manager shall be copied on all correspondence. The following information is required with the request;
  - (i) Project Name;
  - (ii) Tender Number;
  - (iii) Contract Number; and
  - (iv) Individual Drawing Titles (in spreadsheet format).
- (c) When submitting the tenders to Materials Management, send an e-mail to Stan Wos with the following information:
  - (i) Project Name;
  - (ii) Tender Number;
  - (iii) Contract Number; and
  - (iv) City File Number.
- (d) 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 tendering
- (e) Communicate and coordinate with Public Works for design and implementation of traffic control requirements

D6.7.2 Prepare detailed switch over and tie-in procedures plan for the shutdown of the bypass pipe and start-up of the replacement pipe. Meet with Wastewater Services representatives as required to prepare the plan for City approval. The plan shall include responsibilities of the Consultant, the City and the General Contractor. After Construction tender award, coordinate modifications of the plan with the General Contractor taking into consideration their means and methods and schedule.

- (a) Pre-shutdown requirements and timelines; include responsibilities of Consultant, Contractor and City Personnel.
- (b) Sequence of activities including timelines and responsibilities;

D6.7.3 Cost Estimate

- (a) The Consultant shall prepare an AACE Class 1 cost estimate, based on AACE 97R-18 Recommended Practice Cost Estimate Classification System – as applied in Pipeline Transportation Infrastructure Projects (rev. August 2019) to a level of -10% to +15 % accuracy.
- (b) The cost estimate shall be accompanied by a basis of estimate memo which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusions, exceptions, contingencies and cost risks and opportunities.
- (c) BOE & lifecycle cost estimate templates. Provide inputs and work with Project Manager to complete BOE and lifecycle cost estimate template documents as per City templates.

D6.7.4 Deliverables

- (a) Technical Specifications and detailed construction drawings clearly identifying scope, materials and methods identifying all components of work
- (b) Detailed Class 1 cost estimate. Shall be submitted at least ten (10) business days prior to tendering.
- (c) Detailed design review meeting.

- (i) To be located at 1199 Pacific Ave. The Consultant shall assume a total of three hours for the meeting. All Key Personnel except for the Principal-in-charge shall be in attendance.
  - (ii) Must submit preliminary design report a minimum of five (5) days prior to the review meeting or the meeting will be postponed.
- (d) Risk Workshop 2.
- (e) Memo outlining switch over and tie-in procedures.

#### D6.8 Procurement Services

D6.8.1 The tender process follows the City of Winnipeg Materials Management guidelines and should be transparent, auditable and have sufficient information recorded to debrief unsuccessful bidders. The City maintains forms, documents and templates used in the procurement processes on a central website at [winnipeg.ca/matgmt](http://winnipeg.ca/matgmt).

D6.8.2 Procurement activities include but not limited to the following;

- (a) Create procurement documents
  - (i) Documents to be reviewed by the Project Manager prior to the Consultant posting through the City's Materials Management division.
- (b) Update procurement documents if necessary (issue addenda when necessary)
- (c) Communicate with bidders and other stakeholders
- (d) Review, analysis, comparison, tabulation, calculation and evaluation of the bids received.
- (e) Should bids received be higher than Class 1 estimate, 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.

#### D6.8.3 Deliverables

- (a) Bid evaluation and recommendation letter

#### D6.9 Contract Administration Services

D6.9.1 Provide Contract Administration Services appropriate for this project in accordance with Section 5 of the document "Definition of Professional Consultant Services" in Appendix A.

D6.9.2 The Consultant shall use the most up to date templates, procedures and forms as outlined in D6.1.1.

D6.9.3 The concept level estimate for this project indicates an assumed four (4) month construction time frame.

#### D6.9.4 Resident Engineering Services

- (a) As defined in Appendix A as applicable to this project.
- (b) Coordinate and oversee construction related shut-downs and tie-ins according to procedures developed in the design phase
- (c) Coordinate inspections of the Works (Consultant, Contractor and City Personnel) to establish the project milestones of Substantial Performance and Total Performance
- (d) Oversee the cleaning and disassembly of the by-pass pipe system and its delivery to City Facilities
- (e) For bid purposes the Consultant shall assume a resident engineering allowance of \$140,000.

#### D6.9.5 Non-Resident Engineering Services

- (a) As defined in Appendix A as applicable to this project.

## D6.10 Post Construction Services

### D6.10.1 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal to the Project Manager, and one (1) complete set of drawings.
- (b) The marked-up preliminary drawings will be returned to the Consultant for any corrections and updates in order to comply with the CAD-GIS Standards listed in D6.2(h)(i)
- (c) After all corrections or updates are completed, the Consultant shall return the marked-up Preliminary drawings, and provide a set of final set of Mylar Drawings, PDF files and CAD files (in .dwg format) of the drawings.
- (d) Once the Drawings meet the new CAD-GIS Drawing Standards, the drawings will be accepted.
- (e) Unless the Consultant specifically asks to be notified, Drawing Control Staff will not notify Consultants when Project drawings have been accepted.

### D6.10.2 Deliverables

- (a) Final set of Mylar Drawings, PDF files and CAD files (in dwg. Format)

## D6.11 Additional Work Allowance

- D6.11.1 The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising in preliminary stages of the project. When such work arises, the consultant will prepare a concise scope of work and cost proposal in collaboration with the Project Manager. The proposal shall be submitted to the Project Manager for final approval. No work shall start prior to this approval.

- D6.12 The funds available for this Contract are \$500,000.00

## **SUBMISSIONS**

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

- D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

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

- D8.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D9. INSURANCE**

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

- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$2,000,000 per claim and \$2,000,000.00 in the aggregate.
- D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D9.2(a) and D9.2(b).
- D9.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D9.9.
- D9.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the insurance specified in D9.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by April 27, 2020.

### **D11. INVOICING**

- D11.1 Project Management in accordance with D6.3 shall be billed on a monthly basis once all deliverables in D6.3.2 applicable for that month have been submitted;
- D11.2 Preliminary Design in accordance with D6.4 shall be invoiced once all deliverables in D6.4.5 have been submitted and accepted by the City;
- D11.3 Risk Analysis in accordance with D6.5
- (a) 50% of the fee to be invoiced once all deliverables have been submitted and accepted by the City at the completion of risk workshop 1;
  - (b) The balance of fees to be invoiced once all deliverables have been submitted and accepted by the City at the completion of risk workshop 2.
- D11.4 Province of Manitoba Notice of Alteration (NoA) in accordance with D6.6 shall be invoiced once the NoA has been accepted by the Province;
- D11.5 Detailed Design and Specification Development in accordance with D6.7 shall be invoiced when all the deliverables in D6.7.4 have been submitted and accepted by the City;
- D11.6 Procurement Services in accordance with D6.8 shall be invoiced once all deliverables in D6.8.3 have been submitted;
- D11.7 Non-Resident Engineering Services in accordance with D6.9.5 shall be invoiced on a monthly basis.
- D11.8 Post Construction Services in accordance with D6.10 shall be invoiced once deliverables in D6.10.2 have been submitted and accepted by the City.
- D11.9 Resident Engineering Services in accordance with D6.9.4 shall be billed on a monthly basis.

### **D12. CRITICAL STAGES**

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Bypass decommissioned and removed by November 30, 2021;

## **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 water mains, land drainage sewers, and waste water sewers;
  - (iii) inspection of installation of all connections to water mains, 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 water mains 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.

- (b) 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
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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
- (k) 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;
- (l) Promptly reporting to the City upon any significant and unusual circumstances;
- (m) 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;
- (n) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (o) Prepare a Certificate of Substantial Performance;
- (p) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (q) Prepare a Certificate of Total Performance;
- (r) Provision of inspection services during the maintenance guarantee period of the contract;
- (s) 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;
- (t) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (u) 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.