



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 289-2019

**PROFESSIONAL CONSULTING SERVICES FOR AIRPORT AREA WEST
REGIONAL WATER AND WASTEWATER SERVICING PRELIMINARY
ENGINEERING**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR AIRPORT AREA WEST REGIONAL WATER AND WASTEWATER SERVICING PRELIMINARY ENGINEERING

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 27, 2019.

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, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she 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.
- B5.5 The Proponent 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.
- 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: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
 - (c) Form H: Hourly Rates with B8.2
- B6.2 The Proposal should also consist of the following components:
- (a) Form P: Person Hours in accordance with B11.6
 - (b) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (c) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (d) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (e) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) 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 contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 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 12 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 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: 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 the following sections identified in PART E - Scope of Services:
- (a) Project Management as outlined in E2
 - (b) Topographic Survey as outlined in E3;
 - (c) Geotechnical Investigation Allowance as described in E4.
 - (i) The Proponent shall include a Geotechnical Allowance of \$150,000.00 in their proposal.
 - (ii) This allowance is to be included in the calculation of total Fees proposed by the Proponent.
 - (iii) A mark-up of a maximum of 10% can be applied by the Proponent on work completed by a subcontractor;
 - (d) Land Use Planning and Staging as outlined in E5;
 - (e) Risk Analysis as outlined in E6;
 - (f) Preliminary Design of Wastewater Infrastructure as outlined in E7;
 - (g) Preliminary Design of Water Infrastructure as outlined in E8; and
 - (h) Stakeholder Engagement as outlined in E10.
- B8.2 The Proposal shall include Form H: Hourly Rates, an hourly rate schedule, for the work identified in E9 Additional Work Allowance.
- (a) The Proponent shall include an Additional Work allowance of \$80,000.00 in their proposal, which has been included on Form B: Fees and Form P: Person Hours.
 - (b) The Additional Work Allowance is to be included in the calculation of total Fees propose by the Proponent.
 - (c) 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.
 - (d) The Additional Work Allowance shall only be used with written permission of the Project Manager.
 - (e) There will be no fee escalation allowed for yearly adjustments, promotions, etc. Fee scale shall be fixed for the duration of the project.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4 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.
- B8.5 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.
- B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning; design and project management services on two (2) assignments of similar complexity, scope and value.

- B9.2 For each assignment listed in B9.1(a), the Proponent should submit:
- (a) description/scope of the engineering/planning assignment and overall project;
 - (b) role of the consultant;
 - (c) the consultant's original contract value and final value, indicating any reasons for significant change in value;
 - (d) schedule (anticipated Project schedule and actual delivery schedule);
 - (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.
 - (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.
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant assignment/project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.
- B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**
- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
 - (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.
- B10.2 Identify the following Key Personnel assigned to the Project:
 - (a) principal in charge;
 - (b) project manager;
 - (c) lead planner;
 - (d) geotechnical lead professional;
 - (e) municipal lead professional.
- B10.2.1 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.
- B10.3 Submit the experience and qualifications of the Key Personnel listed in B10.2 assigned to the Project for projects of similar complexity, scope and value. For each Key Personnel, the following should be detailed:
 - (a) educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer; and
 - (b) roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.4 For each Key Personnel listed in B10.2, list two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a Key Personnel is included in B9, provide the project name and the role of the Key Personnel on that project, and describe in detail duties and work performed such that the evaluators can draw parallels. For other projects, in addition to the above, please provide the following:
 - (a) Description of project and engineering/planning assignment;

- (b) Project Owner;
- (c) Role of the person; Please describe duties and work performed (scope performed by that person) in detail;
- (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 Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with PART E - Scope of Services.
 - (a) For E3, the proposal should indicate how the proponent will establish horizontal and vertical control and tolerances that will be achieved.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 The Proposal shall include Form H: Hourly Rates for work identified in E9.
- B11.6 The Proposal should include Form P: Person Hours for all fixed fee phases identified in PART E - Scope of Services.
- B11.7 Proponents may use Form H: Hourly Rates and Form P: Person Hours or tables of their own design provided they includes all information requested in accordance with B11.5 and B11.6.
- B11.8 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with PART E - Scope of Services.

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 (planning/design personnel), durations (weekly timescale) and milestone dates or events. The schedule should address Scope of Services sections E3, E4, E5, E6, E7 and E8.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes. The following should be built and shown on the schedule.
 - (a) City review of draft deliverables shall be ten (10) business days

(b) City review of final deliverables shall be five (5) business days

B12.3 The Proponents schedule should show the critical stages and dates as listed in 0

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

(a) AECOM Canada Ltd.

(i) In 2012 AECOM was hired by the Government of Manitoba, Infrastructure and Transportation to complete a Servicing Review of the entire CentrePort area. This work included conceptual land use planning, regional wastewater servicing and regional water supply and fire protection servicing, using assumptions that were valid at that time. The City was transmitted this report for its information.

B13.3 Additional Material (available upon request to the Project Manager):

(a) CentrePort Regional Water and Wastewater Servicing Review, AECOM, August 2012. The Proponent shall not rely on any information contained within this report.

B14. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

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

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the planning and design of engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

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

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

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

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

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

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 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.

B18.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

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

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

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 35%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- 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 E11, 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 Proponent and Subconsultants will be evaluated considering the information provided in response to B9, including but not limited to the following criteria:
- (a) similarity of the Proponent's past projects to this Project;
 - (b) success of the Proponent on past projects; and
 - (c) past performance on City of Winnipeg projects, including but not limited to:
 - (i) adherence to project budget;
 - (ii) adherence to project schedule;
 - (iii) quality of work; and
 - (iv) overall satisfaction with the Proponent.
- B21.8.1 Proponents that have not worked with the City before will be evaluated based on the information provided in response to B9.1(a)
- 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 Individuals and Subconsultant personnel on Projects of comparable size and complexity, considering the information provided in B10, including but not limited to the following criteria:
- (a) appropriateness of related years of experience of the Key Individuals;
 - (b) relevancy of experience of the Key Individuals; and
 - (c) appropriateness of approach to overall team formation and coordination of team members.
- B21.9.1 Proposals that receive less than half the available evaluation points for Experience of Key Individuals Assigned to the Project will be rejected in accordance with B21.2 and B21.3.
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B11, including but not limited to the following criteria:
- (a) appropriateness of the Project Management Approach;
 - (b) consistency and completeness of the Methodology;
 - (c) appropriateness of fees and/or hours assigned to individual tasks per Person;
 - (d) proponent's understanding of the Project, including its deliverables and constraints; and
 - (e) demonstration of insight beyond the information that was presented in this RFP.
- B21.10.1 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B21.2 and B21.3.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule; and
 - (b) appropriateness of the timelines provided.

- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.13 The City reserves the right to conduct an independent verification of information in the Proposal Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B21.14 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 Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 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.
- B22.9 The City intends to award this contract by June 28, 2019

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.
- D1.2 If there is any conflict or inconsistency between the Proposal and the *General Conditions for Consultant Services*, the *General Condition for Consultant Services* shall take precedence.

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.
- D2.3 Proposal Submissions must be submitted to the address in B6.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**AAW**" means Airport Area West;
 - (b) "**Airport**" means the Winnipeg James Armstrong Richardson International Airport;
 - (c) "**CAD**" means Computer Assisted Drafting
 - (d) "**CentrePort**" means: CentrePort Canada, an area that encompasses roughly 5330 Ha (13,165 acres) of land within the Perimeter Highway in the northwest quadrant of the City of Winnipeg. A figure showing area is attached in Appendix A.
 - (e) "**City**" means the City of Winnipeg;
 - (f) "**GIS**" means Geographical Information System
 - (g) "**NEWPCC**" means North End Sewage Treatment Plant;
 - (h) "**PDF**" means Portable Document Format electronic file; and
 - (i) "**WWD**" means City of Winnipeg's Water and Waste Department.

D4. BACKGROUND

- D4.1 The Airport Area West (AAW) area is bounded by the Perimeter Highway to the west, Saskatchewan Ave to the South, the Winnipeg James Armstrong Richardson International Airport to the east and the City of Winnipeg boundary to the north. Figure 1: AAW Study Area shows the area which includes both the red and yellow hatched areas. There is the need to provide regional water and wastewater services to the AAW region to support growth and development in this area as it is currently not serviced.



Figure 1: AAW Study Area

- D4.2 In Aug, 2012 the Province of Manitoba. Infrastructure and Transportation commissioned a project titled "CentrePort Regional Water and Wastewater Servicing Review". This study, completed by AECOM Canada, investigated servicing requirements for the entire CentrePort Area based on the land development assumptions at that time. This report is available to Proponents upon request to the Project Manager.
- D4.3 Lands south of CentrePort Canada Way and west of Sturgeon Access (~650 ac) will potentially be developed as a residential neighbourhood. The remaining lands within the project area are expected to be developed for industrial use. Planning for regional infrastructure needs to be scalable to accommodate initial development and then subsequent eventual full build out of the AAW area.
- D4.4 According to historical information and maps from "*Geological Engineering Maps & Report for Urban Development Winnipeg*" published by the Department of Geological Engineering of the University of Manitoba in 1983, subsurface conditions vary greatly in the project area and depth to bedrock is uncharacteristically high for Winnipeg. Historical drilling information is available in some of the documents listed in D5.
- D4.5 An extension of the existing 900mm water feeder main system to service AAW is available from the south off Saskatchewan Ave as shown in Figure 2: Existing Feeder main.

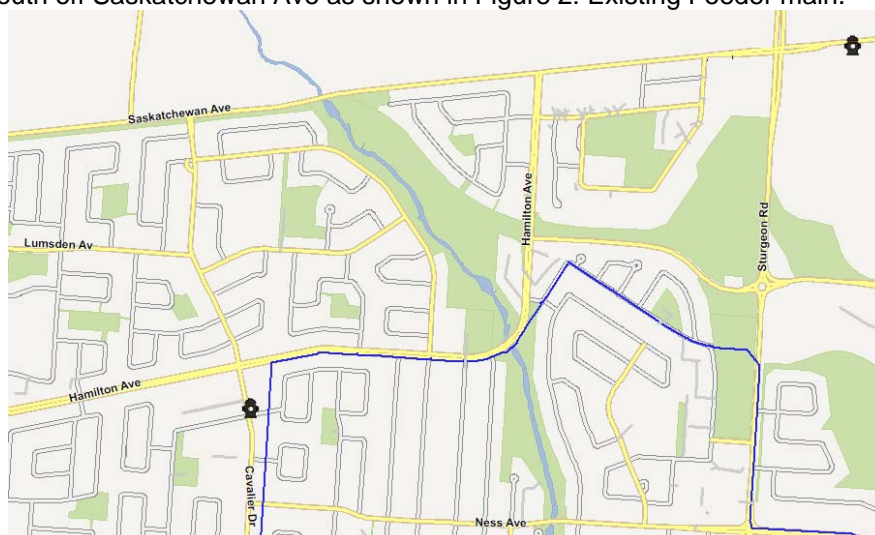


Figure 2: Existing Feeder main

- D4.6 Wastewater from AAW must be transported to the North End Sewage Treatment Plant (NEWPCC) via a new pump station / force main system and connect to the North West interceptor sewer located off Inkster Blvd at Brookside Blvd. A drawing of the western most limit of the North West Interceptor is attached in Appendix B.

D5. RELEVANT 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 Canada, "CentrePort Regional Water and Wastewater Servicing Review," Government of Manitoba, Manitoba Infrastructure and Transportation, Winnipeg, MB, August 2012.
 - (b) UMA Engineering Ltd., "Sewer Alignment Investigation: Lands North of Saskatchewan Avenue," Various, Winnipeg, MB, 1988.
 - (c) UMA Engineering Ltd., "Municipal Servicing: Lands North of Saskatchewan Avenue, District 2, Winnipeg, Manitoba," Various, Winnipeg, MB, January 1989.

D6. GENERAL REQUIREMENTS

D6.1 General Requirements of the Consultant

- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents 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 Engineers Geoscientists Manitoba.
 - (b) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the City's Project Manager on the application of codes and standards.
- D6.1.3 Proponents shall not substitute or replace Key Individuals throughout the duration of the Project without written approval of the City's Project Manager.
- (a) Experience and qualifications as specified in B10 shall be submitted for all requested substitute(s) and replacement(s).

D6.2 General Requirements for Project Deliverables

- D6.2.1 Draft Documents
- (a) 60% preliminary design draft drawings and report shall be submitted to the Project Manager at least ten (10) business days prior to the formal design review meeting.
 - (b) 95% preliminary design draft drawings and report shall be submitted to the Project Manager at least five (5) business days prior to the formal design review meeting.
 - (c) Six (6) paper copies, including one (1) unbound shall be submitted of all draft documents. City review period starts once paper copies have been received by the City.
 - (d) Submit searchable .PDF copy and native file format of all documents submitted for review.
- D6.2.2 Final Documents

- (a) Submit PDF copy of final documents so the City can verify that all comments from the 95% draft have been incorporated.
- (b) Project Manager must give final approval that all comments have been satisfactorily answered prior to the Consultant printing paper copies.
- (c) Six (6) paper copies, including one (1) unbound shall be submitted of all documents.
- (d) Submit searchable .PDF copy and native file format document of all final documents.

D6.2.3 Models

- (a) Consultant to submit all model files in native file format in addition to other requirements outlined in E7 and E8

D6.2.4 Drawings

- (a) The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.

D6.2.5 The City of Winnipeg will require the Consultant and any Subconsultants to provide, within sixty (60) Calendar days of the provision of the Final Report, electronic copies of all background notes, calculations, working notes, research, field logs, working copy spreadsheets, model inputs, survey notes, etc. pertinent to the project so that the City has a complete understanding of all details related to this Project.

- (a) The format for the provided materials may take multiple formats, but should be provided in electronic format (spreadsheets, CAD drawings, scans, etc.) in an organized electronic filing system.
- (b) Our rationale for requiring this information is that we (The City, or consultants working for the City) on subsequent work related to this project may need to refer to specific details in the future.

D6.3 General Requirements for Meetings

D6.3.1 Various project meetings will be required throughout the Project in order to track the consultant's progress, review the project work plan, address Project issues and allow for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate in their Proposal Submission, locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities.

D6.3.2 An agenda shall be sent to the City's Project Manager at least two (2) business days prior to any meeting.

D6.3.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the City's Project Manager within five (5) business days.

D6.3.4 Mandatory meetings to be attended by the Consultant's Project Manager and any relevant Key Personnel required for specific discussion topics are as follows:

- (a) Project Initiation Meeting (All Key Personnel required);
- (b) Monthly Progress Meetings (PM and any leads based on topics in Agenda); and
- (c) Formal Design Review Meetings at 60% and 95% of preliminary design. (all Key Personnel).

D6.4 Relevant Design Standards

D6.4.1 The following design standards shall be applicable to this project:

- (a) WWD Electrical Design guide (Appendix C);
- (b) WWD Identification Standard (Appendix D);
- (c) WWD HMI Layout and Animation Plan (Appendix E);
- (d) WWD Wastewater Treatment Facilities Automation Design Guide (Appendix F);
- (e) WSTP Electrical and Instrumentation Standardization Summary (Appendix G);

- (i) The City of Winnipeg has standardized on specific electrical and automation manufacturers. The Consultant should use standardized equipment in their preliminary design where applicable.
- (f) Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards and templates can be found here :
https://winnipeg.ca/waterandwaste/dept/cad_gis.stm;
- (g) Modeling Standards
 - (i) Wastewater modeling shall be completed using InfoWorks ICM.
 - (ii) Water modeling - The City prefers EPANET I however, the Consultant may use the model of their choice as long as stipulations in E8 are adhered to; and
- (h) City of Winnipeg Water and sewer design standards.

D6.5 General Requirements for Geotechnical Allowance

D6.5.1 The general requirements for the Geotechnical Allowance are as follows:

- (a) The Consultant shall include in Form H: Hourly Rates the hourly rates of all individuals proposed for this project as well as other staff by discipline and level. (e.g. Senior Engineer, Intermediate Engineer, Junior Engineer, Technologist, Draftsperson, Clerical, etc). These rates will be used for the Geotechnical Allowance.
- (b) If a member of the Consultant's staff is not listed by name on Form P, when that staff member is proposed for work under the Geotechnical Allowance, the Geotechnical Allowance proposal must include a resume of not more than two (2) pages so the City may verify the category the staff member is being proposed for.
- (c) The Consultant shall apply a maximum of ten (10) percent markup on all work performed by a Sub Consultant.
- (d) Expenditures under the Geotechnical Allowance must be authorized by the City's Project Manager.
- (e) Where the actual cost of performing the services under the Geotechnical Allowance is less than the amount of the Geotechnical Allowance, the City will be credited for the unexpended portion of the Geotechnical Allowance, but not for the Consultant's overhead and profit on such amount.
- (f) The Contract price will be adjusted by written order to provide for a difference between the amount of the Geotechnical Allowance and the actual cost of the work.
- (g) The City reserves the right to delete any or all of the Geotechnical Allowance from the Contract if the Work intended to be covered by the Geotechnical Allowance is not required, or if the Works intended are found to be more extensive than the provisional Geotechnical Allowance.

D6.6 General Requirements for Additional Work Allowance

D6.6.1 The general requirements for the Additional Work Allowance are as follows:

- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all individuals proposed for this project as well as other staff by discipline and level. (e.g. Senior Engineer, Intermediate Engineer, Junior Engineer, Technologist, Draftsperson, Clerical, etc). These rates will be used for the Additional Work Allowance when defined and approved.
- (b) If a member of the Consultant's staff is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Additional Work Allowance proposal must include a resume of not more than two (2) pages so the City may verify the category the staff member is being proposed for.
- (c) Expenditures under the Additional Work Allowance must be authorized by the City's Project Manager.
- (d) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is

not required, or if the Works intended are found to be more extensive than the provisional Additional Work Allowance.

D6.7 Invoicing

- D6.7.1 Fixed Fee scope of work items as described in B8.1 shall only be invoiced once the City Project Manager has accepted and received all deliverables for that scope except the following;
- (a) Project Management B8.1(a) shall be invoiced on a monthly basis. Payment by the City will not be made until all monthly Project Management deliverables have been submitted by the Consultant.
 - (b) Topographic Survey E3 shall be invoiced when deliverables in E7, E8 are invoiced.
- D6.7.2 If any Additional Work Allowance scope items are approved to be completed on an hourly basis, the Consultant shall submit monthly invoices for that scope of work.

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 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 each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.
- D9.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

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 June 28, 2019.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Class 5 Cost Estimates shall be submitted by October 1, 2019;
- (b) Balance of final deliverables, with all comments from the City incorporated and accepted by June 30, 2020.

PART E - SCOPE OF SERVICES

E1. GENERAL PROJECT SCOPE

- E1.1 Provide Professional Consulting Services for the planning and preliminary design of regional water and wastewater infrastructure for the AAW area (red and yellow dashed lines) as outlined in Figure 1: AAW Study Area. The design must take into consideration a two phase build out and associated flow conditions. The initial development condition Phase 1, and full development condition Phase 2, will be fully defined by the Consultant with input from various City departments. Phase 1 will likely include the proposed residential lands and some proposed industrial lands. Phase 2 will include the remainder of the lands not included in Phase 1. Infrastructure must be designed to run efficiently and cost effectively at both conditions.
- E1.2 The major components of the Work include the following:
- (a) Project Management as outlined in E2;
 - (b) Topographical Survey as outlined in E3;
 - (c) Geotechnical Investigation as outlined in E4;
 - (d) Land Use Planning and Staging as outlined in E5;
 - (e) Risk Analysis as outlined in E6;
 - (f) Preliminary Design of Wastewater Infrastructure as outlined in E7;
 - (g) Preliminary Design of Water Infrastructure as outlined in E8;
 - (h) Additional Work Allowance as outlined in E9; and
 - (i) Stakeholder Engagement as outlined in E10.
- E1.3 The Services required under E1, E2, E3, E4, E5, E6, E7, E8, E9 and E10 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 City's 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.
- E1.4 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as **Appendix I** shall be applicable to the provision of Professional Engineering services for this Project.
- E1.5 Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to the information contained in the appendices of this RFP.
- E1.6 Develop designs that eliminate confined space issues.

E2. PROJECT MANAGEMENT

- E2.1 This phase shall include all Project Management activities required to carry out the Scope of Services. Work under this task 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) liaising with the City's Project Manager on a weekly basis (at a minimum) to provide Project status;
 - (d) The Consultant Project Manager will be required to provide Progress Reporting in order to track and measure schedule and cost performance for the scope of services.

- (e) reviewing the three (3) Project Management documents listed below prior to the first Risk Workshop, outlined in E6, for discussion and further development of the documents at the completion of the workshop. These documents are part of the City's Asset Management Program.
 - (i) Stakeholder Assessment and Communications Plan;
 - (ii) Risk Identification Checklist; and
 - (iii) Risk Management Plan.

E2.2 Deliverables

E2.2.1 Project Delivery Plan

- (a) Submit a Project Delivery Plan within three (3) weeks of award.

E2.2.2 Progress Reports

- (a) Submit within two (2) weeks of award the proposed progress reporting format for City review and acceptance. The initial progress report submission 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 accounting and invoicing system. Progress reports will include the following minimum requirements:
 - (i) Progress reporting to be submitted to the City on a monthly basis, a minimum of two business days prior to the Monthly Progress Meetings.
 - (ii) problems/issues update including description of issue and proposed method of resolution;
 - (iii) work planned for next month;
 - (iv) progress compared to schedule by task/activity;
 - (v) work completed during month;
 - (vi) progress of work planned last month;
 - (vii) estimated percentage complete by task/activity and overall; and
 - (viii) progress reports will be coordinated so as to be incorporated as part of the monthly progress meetings.

E2.2.3 Deliverables under this task include but not limited to the following:

- (a) updates (as applicable) the Project Delivery Plan; and
- (b) agenda, PowerPoint presentation slides (as applicable) and meeting minutes.

E3. TOPOGRAPHIC SURVEY

E3.1 This phase shall include topographic land survey to facilitate the completion of the Preliminary Design phases. To reduce the risk of elevated construction costs for rock removal, the City desires a high level of accuracy with respect to depth to till measurements.

E3.2 Work under this task includes but not limited to the following:

- (a) Completion of a topographic land survey of the pertinent areas to provide a base plan for design.
- (b) Coordination must occur between E3 and E4 so that borehole locations are tied into the topographic survey.

E4. GEOTECHNICAL INVESTIGATION ALLOWANCE

E4.1 The preliminary design stage requires geotechnical investigations to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater. This information will be used to refine the optimum alignment, provide geotechnical design criteria necessary for foundation/structural design, determine construction requirements, and to facilitate more accurate costing information.

- E4.2 Work under this task will include all work associated with the geotechnical investigations including but not limited to:
- (a) reviewing existing geotechnical information including
 - (i) Reports, borehole logs, etc.
 - (b) providing a proposed investigation location plan to be reviewed by the City
 - (i) Boreholes should be placed approximately every 75 meters along the proposed alignments for feeder mains, collector sewers and force mains. Tighter spacing is desired in areas known to have till/bedrock closer to the surface;
 - (ii) Boreholes required for Lift Station design.
 - (iii) Boreholes should be drilled to invert depth of proposed infrastructure or refusal, whichever is closest to surface.
 - (c) procurement of a drilling contractor;
 - (d) verifying that contractor has all necessary utility locates and work permits;
 - (e) supervision of the investigation activities by qualified personnel;
 - (f) collection and testing of samples;
 - (g) groundwater monitoring; and
 - (h) preparation of the Geotechnical Report.

E4.3 Deliverables

E4.3.1 Proposed Investigation Plan

- (a) City will provide comments within five (5) working days
- (b) Plan approval is required prior to starting work

E4.3.2 Geotechnical Report

- (a) Geotechnical Report to summarizing all activities in E4.
- (b) A draft of the Geotechnical Report to be submitted to the City for review.
- (c) Comments on the draft Geotechnical Report to be incorporated within ten (10) business days.
- (d) City Project Manager must give final approval that all comments have been satisfactorily answered prior to the consultant printing paper copies.
- (e) Six (6) copies of the finalised Geotechnical Report to be submitted.

E5. LAND USE PLANNING AND PHASING

E5.1 General

- (a) Land use planning services are required for this Project as no approved development plans exist for the AAW area.

E5.2 Work under this task will include all work associated with land use planning and phasing including but not limited to:

- (a) Development of presumed land use plan for Phase 1: initial development and Phase 2: full build out.
- (b) Development of shadow plans showing potential land use assumptions for both phases.
- (c) Development of water and sewer utility corridors that use the proposed transportation routes and right-of-ways and attempt to avoid difficult subsurface soil conditions such as bedrock, as much as possible.
- (d) Identify any land acquisition or easements required for new infrastructure.
- (e) Identify and compile a list of affected land owners
- (f) Participation in a Stakeholder Workshop

E5.3 Stakeholder Workshop

- (a) The Consultant shall participate in a stakeholder workshop with the following City departments; Water & Waste, Planning, Property and Development and Public Works. For bid purposes the consultant should assume seven (7) hours of meetings.
 - (i) In this workshop, planning and land use assumptions will be reviewed and discussed with the Consultant.
 - (ii) The Consultant will assist with preparing a presumed land use plan for an initial build out assumption: Phase 1 and a final build out scenario: Phase 2.
 - (iii) Following this workshop, the Consultant will provide minutes of the workshop and create drawings showing Phase 1 and Phase 2 scenarios.

E5.4 Deliverables – Planning and Phasing

- (a) Technical Memo summarizing work completed in Section E5.
- (b) Detailed minutes of the Stakeholder Workshop.
- (c) Drawings showing Phase 1 and Phase 2 scenarios.
- (d) Drawings showing shadow plans of the Phase 1 and Phase 2 scenarios.

E6. RISK ANALYSIS

E6.1 The Consultant shall identify risks and associated mitigations with respect to the detailed design, construction and operational aspects of new infrastructure for AAW.

E6.2 Identify design, construction, operation and maintenance constraints for the project and recommend strategies for dealing with all constraints.

- (a) The Consultant shall use City of Winnipeg templates as referenced in E1.3.

E6.3 Risk Workshop

- (a) In their bids the proponent should allow for a minimum of two (2) risk workshops of four (4) hours. One workshop should be held near the beginning of the assignment and the other near the end of the assignment. At a minimum, all key personnel, except the principal-in charge, shall be present at the Risk Workshops.

E6.4 Deliverables

- (a) Stakeholder Assessment and Communications Plan;
- (b) Risk Identification Checklist
- (c) Risk Management Plan
- (d) General meeting minutes from the Risk Workshops

E7. PRELIMINARY DESIGN OF WASTEWATER INFRASTRUCTURE

E7.1 General

- (a) The Preliminary Design of Wastewater Infrastructure shall include but not be limited to the following;
 - (i) Sewer Lift Station and Force Main design including, capacity, hydraulic design, pump selection and system curves, preliminary site layout, pipe alignment, connections to existing system and list of selected equipment and materials.
- (b) Facilities should be located within the public right-of-way or on City of Winnipeg owned property. If this is not possible, the Consultant will identify this to the Project Manager and identify where easements or property acquisition is required and the amount of land required. The Consultant shall also identify all easements required for utilities servicing new infrastructure (water, storm, gas, electrical, cable, telephone, etc).

- (c) Lift station shall be designed so that it operates efficiently and is cost effectively for Phase 1 flow scenarios and is expandable to accommodate flows for Phase 2 scenario upon full buildout.
- (d) The preliminary design report shall contain an estimate of yearly Operation and Maintenance costs.

E7.2 Hydraulic Modeling

E7.2.1 General

- (a) It is assumed that flow from both the new residential and the new industrial areas in AAW will flow by gravity to a new lift station. From the new lift station, wastewater will be pumped to the Northwest Interceptor at Inkskter and Brookside Blvd. for treatment at NEWPCC.
- (b) Wastewater flow estimation guidelines for the City of Winnipeg can be found here: <https://winnipeg.ca/waterandwaste/dept/wastewaterFlow.stm> .
- (c) The hydraulic modeling software to be used is InfoWorks ICM. Any changes to the model networks or associated files require a change control document and agreement by the City (proposed changes, why they are needed and the impact on results).
- (d) A copy of the City InfoWorks ICM hydraulic model database with the associated model files will be made available for proponents by the Project Manager upon request to assist them in preparing their proposal.

E7.2.2 Modeling Assumptions

- (a) For this study, the consultant shall verify if there is sufficient capacity in the City's existing infrastructure. If there is insufficient capacity the Consultant shall review and confirm previously recommended modifications from the AECOM 2012 study and include in their Class 3 cost estimates.
- (b) Consultant shall perform the minimum amount of modeling to confirm a hydraulically feasible solution to facilitate preliminary design requirements.
- (c) Consultant should build a skeleton model for the local wastewater system so that a feasible lift station can be designed.

E7.3 Wastewater Lift Station

E7.3.1 The Lift Station preliminary design shall include at a minimum, the following components:

- (a) design for Phase 1 flows and subsequent design upgrade for eventual Phase 2 build-out;
- (b) establish the design criteria for all project components / disciplines and provide a comprehensive design basis and operating criteria summary table;
- (c) Design must take into consideration maintenance vehicle access to lift station and space for the removal of heavy equipment.
- (d) design of civil works including site layout, grading, access design, storm water management, etc;
- (e) structural design of all foundations, building enclosures, and structural components of the Pump Station;
- (f) pumps shall be non-clog design, installed in a dry pit, driven by electric motor coupled with a driveshaft;
- (g) electrical system design including pump station controls, power supply, and emergency standby generator;
- (h) process design for chemical addition / odor control measures, including chemical storage, if required;
- (i) instrumentation and control systems design;
- (j) building mechanical and HVAC design and requirements and;

- (k) control building;
- (l) to be masonry black wall type, metal profile roof with steel double man-entry doors. The superstructure will be required to house the electrical distribution centre, equipment hoist, HVAC equipment and all other necessary components above grade;
- (m) sufficient in size and layout to adequately accommodate the proposed above grade equipment and components and space for maintenance activities; and
- (n) building shall be insulated and be code compliant with all building codes.

E7.4 Cost Estimate – Wastewater Infrastructure

- (a) The Consultant shall prepare a AACE Class 5 estimate to a level of -50 to +100 accuracy due by Oct 1, 2019.
- (b) The Consultant shall prepare a comprehensive AACE Class 3 estimate to a level of -20% to +30% accuracy.
- (c) Cost estimates will be provided by Phases developed in E5
- (d) The cost estimate should be accompanied by a basis of estimate which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusion, exceptions, contingencies, and cost risks and opportunities.
- (e) Confirm the requirements and costs for all utilities servicing new infrastructure (water, storm, gas, electrical, cable, telephone, etc).
- (f) For reference, the Consultant shall develop regional wastewater servicing costs per unit area. Benefitting area to be determined through land use planning discussions.

E7.5 Deliverables – Wastewater Infrastructure

- (a) Prepare a high level project schedule for the future detailed design and construction phases of the project. Identify further studies, permits, or any other requirements to support the project development and include them in the project schedule and cost estimate.
- (b) The Consultant shall submit all model simulations and result files in their native file format on DVD.
- (c) Draft Preliminary Design Report and Design Drawing submittals for the City's Review and comment at 60% of preliminary design completion.
- (d) Draft Preliminary Design Report and Design Drawing submittals for the City's Review and comment at 95% of preliminary design completion
- (e) Draft Cost Estimate and Basis of Estimate Report submitted for the City's review and comment at 95% of preliminary design completion
- (f) Final Design Report and Cost Estimate
 - (i) Must be approved by the City prior to June 1, 2020.

E8. PRELIMINARY DESIGN OF WATER INFRASTRUCTURE

E8.1 General

- (a) Water servicing infrastructure shall include but not be limited to feeder mains, water pressure monitoring station(s), feeder main valve chambers and fire protection infrastructure to suit presumed land use of developed lands.
- (b) Facilities should be located within the public right-of-way or on City owned property. If this is not possible, the Consultant will identify this to the Project Manager and identify where easements or property acquisition is required and the amount of land required. The Consultant shall also identify all easements required for utilities servicing new infrastructure (water, storm, gas, electrical, cable, telephone, etc).
- (c) The Consultant will be responsible for the development of an average day, maximum day and maximum hour plus fire flow demands.

- (d) Sizing of the Phase 1 build out scenario and the Phase 2 ultimate water servicing scheme for the area.
- (e) The Consultant shall design the system so as to provide redundancy should the Silver Ave. Feeder main be taken out of service.
- (f) The design of a remote pressure monitoring station located on one of the force main off-takes will be required due to higher ground expected in this area.
- (g) Iterative evaluation of expected operating performance of the proposed interim water supply system for the Phase 1 development scenario under maximum hour and maximum day plus fire flow conditions.
- (h) The design report shall contain an estimate of yearly Operation and Maintenance costs.
- (i) The design report shall include figure(s) showing the proposed layout, pipe size, pipe lengths and available fire flows with clearly labelled pipes and nodes.

E8.2 Water Demand Estimation and Design Guidelines

- (a) The Consultant shall follow the City of Winnipeg Water Demand Estimation and Design Guidelines which can be found on the following website:
<https://winnipeg.ca/waterandwaste/dept/waterdemand.stm>
- (b) The City will provide water supply flow capacity rating curve at tie-in locations to the existing regional feeder main system.

E8.3 Modeling

- (a) The development of a digital hydraulic water distribution model for both regional as well as local system. The city uses EPANET however the Consultant can use any program as long as the data is transmitted in an open file format. If the Consultant uses EPANET the Consultant shall transmit the completed model to the City. Input and Output data from the model shall be transmitted in tabular form and detailed as follows:
 - (i) node input to include Node ID, elevation and demand;
 - (ii) pipe input includes Pipe ID, to/from nodes, diameter, length and roughness value;
 - (iii) node output includes available fire flow and pressure;
 - (iv) pipe output includes flow and velocity.

E8.4 Cost Estimate – Water Infrastructure

- (a) The Consultant shall prepare a AACE Class 5 estimate to a level of -50 to +100 accuracy due by Oct 1, 2019.
- (b) The Consultant shall prepare a comprehensive AACE Class 3 estimate to a level of -20% to +30% accuracy.
- (c) The cost estimate should be accompanied by a basis of estimate which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusion, exceptions, contingencies, and cost risks and opportunities.
- (d) Cost estimates to be developed by Phases identified in E5
- (e) Confirm the requirements and costs for all utilities servicing new infrastructure (water, storm, gas, electrical, cable, telephone, etc).
- (f) The Consultant shall recommend regional water servicing costs per unit area. Benefitting area to be determined through land use planning discussions

E8.5 Deliverables – Water Infrastructure

- (a) Prepare a high level project schedule for the future detailed design and construction phases of the project. Identify further studies, permits, or any other requirements to support the project development and include them in the project schedule and cost estimate.
- (b) Draft Preliminary Design Report and Design Drawing submittals for the City's Review and comment at 60% of preliminary design completion.

- (c) Draft Preliminary Design Report and Design Drawing submittals for the City's Review and comment at 95% of preliminary design completion
- (d) Draft Cost Estimate and Basis of Estimate Report submitted for the City's review and comment at 95% of preliminary design completion
- (e) Final Design Report and Cost Estimate
 - (i) Must be approved by the City prior to June 1, 2020.

E9. ADDITIONAL WORK ALLOWANCE

E9.1 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, following requirements as defined in D6.5, 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.

E10. STAKEHOLDER ENGAGEMENT

E10.1 General

- E10.1.1 The Consultant shall work collaboratively with the Office of Public Engagement who will lead the stakeholder engagement process to engage with landowners in the area.
- E10.1.2 The Consultant shall host two (2) public meetings with the project team, including:
- (a) Consultant's principal in charge;
 - (b) Consultant's project manager;
 - (c) City's project manager; and
 - (d) City's stakeholder engagement lead.
- E10.1.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (a) All public materials must be posted online 2 weeks prior to an in-person event.
 - (b) The anticipated review period for materials will be minimum 3 weeks prior to posting.
 - (c) Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- E10.1.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

E10.2 Stakeholder Engagement Scope of Work

- E10.2.1 The City will develop a project website and will hold a public engagement meeting with area stakeholders as part of the stakeholder engagement process. The Consultant's support is required to:
- (a) work with the City's public engagement team, including one kick-off meeting related exclusively to engagement;
 - (b) work with the City's public engagement team early in the design process to refine timelines and ensure stakeholder engagement is considered and design materials are prepared for the website;
 - (c) provide graphically designed materials, including, but not limited to maps, and related images and/or photographs for the initial setup and subsequent revisions of the City's project website;
 - (d) produce a presentation, table map, and graphically designed images for stakeholder engagement meeting and meeting notifications;

- (e) provide at least three subject matter experts to be present at the stakeholder engagement meeting to deliver the presentation and answer questions;
- (f) review web and public engagement materials for technical accuracy;
- (g) incorporate feedback from the stakeholder engagement meeting into the proposed design in a manner as agreed to by the City Project Manager; and
- (h) report back to the City on how feedback was considered and incorporated for inclusion in a stakeholder feedback summary report which will be posted on the City website.

E10.3 Stakeholder Engagement Outcomes

E10.3.1 The execution of the stakeholder engagement plan will result in reaching the following objectives:

- (a) stakeholders have an understanding of the current land use, next steps, and processes;
- (b) the general public has access to the information on the project webpage;
- (c) stakeholders and the general public recognize the need for development of water and wastewater services in the AAW area;
- (d) stakeholders and the general public have had the opportunity ask questions and provide input to the City on the development of water and wastewater services in the AAW area and;
- (e) Participants understand how their input was considered and incorporated (where possible) into the preliminary design of the regional water and wastewater services for the AAW.

E10.4 Stakeholder Engagement Deliverables

E10.4.1 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:

- (a) Graphically designed material for a project website, including, but not limited to maps and related images and/or photographs; and
- (b) Graphically designed material for a public engagement meeting and meeting notifications, including, but not limited to a presentation, large format table map, and images and/or photographs.

E11. AVAILABLE FUNDS

E11.1 The funds available for this Contract are \$1,422,000.00