



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 215-2021

**PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF
D'ARCY WASTEWATER PUMPING STATION LOAD SHEDDING UPGRADE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF D'ARCY WASTEWATER PUMPING STATION LOAD SHEDDING UPGRADE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 9, 2021.

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. SITE INVESTIGATION

B3.1 The site is located in public right of way with no special access required. Proponents may visit the site at their leisure, with the exception of the interior of the D'Arcy Wastewater Pumping Station which is locked. The successful proponent may access the interior of the pumping station after award of the Contract.

B3.2 There are some photos of the main header discharge piping inside the pumping station available to proponents upon their request and after completion of Non-Disclosure Agreement.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 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.

B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 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.
- B7.4 Further to B7.2, 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.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 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.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for the following sections identified in D7 Scope of Services:
- (a) Project Management in accordance with D7.2;
 - (b) Topographic Survey in accordance with D7.3;
 - (c) Preliminary Design in accordance with D7.4.

- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.5 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.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D14. Any such costs shall be determined in accordance with D14.
- B9.7 The Proposal shall include an additional work allowance in accordance with D7.5, Geotechnical Investigation.
- (i) The Proponent shall include an additional work allowance of \$20,000 in their Proposal.
 - (ii) The additional work allowance is to be used for geotechnical investigation services required to complete the preliminary design.
 - (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 and formally documented in a Change in Scope of Services form.
- B9.8 The Proposal shall include an additional work allowance in accordance with D7.6, Soft Digging.
- (i) The Proponent shall include an additional work allowance of \$5,000 in their Proposal.
 - (ii) The additional work allowance is to be used for soft digging services required to complete the preliminary design.
 - (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 and formally documented in a Change in Scope of Services form.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing design and management of the project on two (2) projects of similar complexity, scope and value. If more than two projects are submitted, only the first two referenced projects will be evaluated.
- B10.2 For each project listed in B10.1(a), the Proponent should submit (limited to two pages):
- (a) description of the project;
 - (b) scope of the engineering assignment and the role of the consultant;
 - (c) 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);
- (e) project owner;
- (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 utilized to confirm the information provided in the proposal.
 - (iii) other sources not named in references may be contacted to verify qualifications, work experience, past projects, applicability to the role, etc.

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 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 showing their ability to undertake the current work.

- (a) Information submitted relating to B10.3 should be limited to four pages total for Proponent and Subconsultant.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

- (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.

B11.2 Identify the following Key Personnel assigned to the Project:

- (a) project manager;
- (b) Principal in charge
- (c) Municipal lead designer;
- (d) Mechanical lead designer;
- (e) Geotechnical lead designer; and
- (f) Structural lead designer.

B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualifications for each role separately.

B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value (maximum two pages per individual). Include 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. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the work activities related to the Scope of Services;
 - (c) all significant assumptions and interpretations related to the Scope of Services;
 - (d) any insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponent's suitability to the Project; and
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.
- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale), milestones, and deliverable dates. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations. The following times should be allowed for completion of these processes and shown on the project schedule. Reasonable times should be allowed for completion of these processes.
- B13.3 Unless otherwise indicated, the review period for City deliverables should be a minimum of ten (10) Business Days and commensurate to the number of pages and complexity of the document.

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are:
- (a) N/A

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

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

B15.3 In connection with its Proposal, each entity identified in B15.2 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.

B15.4 Without limiting B15.3, 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.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 The Proponent shall:

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

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B16.4 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.

B16.5 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.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

- B17.2 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.
- B17.3 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).
- B17.3.1 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.
- B17.4 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.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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 B16 (pass/fail)

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|---|-----|
| (c) Fees (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule (Section F) | 5% |
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(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.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.7 Further to B22.1(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 B11.
- B22.8 Further to B22.1(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 B12.
- B22.9 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23. AWARD OF CONTRACT**
- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 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.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D14 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 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.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 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.

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Arash Kiayee, P.Eng.
Telephone No. 204 918-1391
Email Address: akiayee@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) “**AACE**” means AACE International (formerly the Association for the Advancement of Cost Engineering);
- (b) “**CAD**” means Computer Assisted Drawing;
- (c) “**City**” means the City of Winnipeg;
- (d) “**Class 3 Cost Estimate**” means an estimate within an expected accuracy within -20% to +30%;
- (e) “**Class 4 Cost Estimate**” means an estimate within an expected accuracy within -30% to +60%;
- (f) “**Professional Engineer**” means an engineer registered in the Province of Manitoba;
- (g) “**RFI**” means Request for Information;
- (h) “**Scope of Services**” means all Services executed under the Contract;
- (i) “**SEWPCC**” means South End Sewage Treatment Plant;
- (j) “**WBS**” means Work Breakdown Structure;
- (k) “**WWD**” means Water and Waste Department.

D4. BACKGROUND

D4.1 D’Arcy Wastewater Pumping Station, located on Bishop Grandin Boulevard at Fort Garry Bridge, was originally built in 1972 to convey flow from southwest Winnipeg to South End Water Pollution Control Center (SEWPCC).

D4.2 The pumping station was upgraded in 1998, and three (3) new pumps each with hydraulic power of 53 hp were installed. Based on the manufacturer pump datasheets and performance curves, each pump under ideal conditions can deliver 378.5 L/s of flow at 10.7 m of head. Operational records show that all three (3) pumps operate simultaneously during extreme rain events providing approximately 900 L/s of flow.

D4.3 The existing forcemain which conveys wastewater from the pumping station to a discharge manhole south of the station is a 500 mm AC pipe with an approximate length of 15 m.

- D4.4 Currently, all wastewater from the land south of Bishop Grandin Boulevard and west of the Red River plus the communities of Linden Woods and Whyte Ridge flows to the South End Water Pollution Control Centre (SEWPCC). This flow crosses the Red River between the Fort Garry Bridges. At this location, the D'Arcy Wastewater Pumping Station increases the wastewater static head to allow it to flow by gravity under the Red River via a siphon inlet chamber and twin interceptors.
- D4.5 Some hydraulic constraints at the SEWPCC can decrease effluent flow during high river level conditions. When high river level conditions coincide with heavier wet weather events, there is a risk of inundating the SEWPCC as well as the wastewater collection system which can result in basement flooding. Additional conveyance problems will arise in the South End collection system if pumping capacity is lost or decreased at the SEWPCC. To alleviate this wet weather strain on the SEWPCC and the collection system, a number of locations in the SEWPCC catchment have been identified as emergency load shedding locations – one of which is D'Arcy Pumping Station.
- D4.6 The existing pumps installed at the D'Arcy Pump Station have a substantial amount of pumping capacity and, in emergent conditions, could be utilized to effectively load shed directly to the river. To access this potential, the station piping needs to be reconfigured and a new forcemain from the existing station to the river needs to be installed.
- D4.7 There is critical infrastructure (including the 600 mm Fort Garry – St. Vital Feedermain, the 1650 mm Second Branch Aqueduct, and a hydro tower) in close proximity of the pumping station that will limit the proposed routing options and will need to be addressed in the preliminary design. Work at the station must occur during low river levels and, ideally, outside of peak wet weather seasons.

D5. RELEVANT DOCUMENTS

- D5.1 Relevant documents and drawings listed in Appendix A are available by request to the City's Project Manager after completion of Appendix D - Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City.

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) Final design documents irrespective of the level of design shall have an engineer's seal.
 - (c) 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, utilize 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 on the application of codes and standards.
- D6.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager.
- (a) Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

- D6.1.4 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 The Department of Fisheries and Oceans (DFO) and Government of Manitoba – Conservation and Climate.
- D6.1.5 The Consultant shall comply with the following:
- (a) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at http://winnipeg.ca/waterandwaste/dept/cad_gis.stm
- D6.1.6 The Project Manager shall be notified of any conflict between the documents listed under D6.1.5 for resolution.
- D6.1.7 The Consultant and their Subconsultants, and contractors shall be aware of their obligation as stated in the Wastewater Services Division Environmental Preservation and Compliance statements and the Water and Waste Department Environmental Management Policy attached as Appendix B.

D6.2 General Requirement for Project Deliverables

- D6.2.1 Project deliverables include but are not limited to:
- (a) preliminary design report, geotechnical investigation report (including riverbank stability analysis, if required), topographic survey, drawings, specifications, and cost estimates.
- D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D6.2.3 Where possible, all documents provided as PDF shall be in a single electronic file and searchable.
- D6.2.4 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of ten (10) Business Days and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B13 Project Schedule (Section F).
- D6.2.5 All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D6.2.6 All Deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project, CAD, etc.) and PDF format.
- D6.2.7 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the City's Project Manager. All City review comments shall be considered and incorporated into the final version, if applicable.
- D6.2.8 Four (4) paper copies, including one (1) unbound shall be submitted of all final documents.

D6.3 General Requirements for Drawings

- D6.3.1 Drawings shall be prepared in accordance with the Department's CAD-GIS Specifications.
- D6.3.2 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records, and topographic survey.
- D6.3.3 All profile components of Drawings shall be in natural scale.

- D6.3.4 The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.
- D6.3.5 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work. New drawing numbers will be required for all drawings containing new work.
- D6.3.6 All final Drawings shall be Submitted in AutoCAD format version 2012, and in 11x17 hard copy format, unless otherwise specified.
- D6.3.7 The Consultant shall follow WWD construction drawing standards. This standard is available on the "Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards" page at https://www.winnipeg.ca/waterandwaste/dept/cad_gis.stm, specifically:
- (a) document named "WWD CAD/GIS STANDARDS (August 4, 2016)" at <https://winnipeg.ca/waterandwaste/pdfs/dept/CAD-GIS-Specifications.pdf>

D6.4 General Requirements for Photographs

- D6.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
 - (b) location and orientation where the photograph was taken; and
 - (c) a brief description of what is depicted by the photograph.
- D6.4.2 All photographs submitted to the City as part of the Project shall have the date and time stamped on the photograph.

D6.5 General Requirements for Preliminary Design Report

- D6.5.1 The City requires a Preliminary Design Report to be prepared as part of the Consultant's Scope of Services. The report shall include sufficient evaluation documentation, including but not limited to:
- (a) Background Information
 - (b) Review of Options
 - (c) Recommendations
 - (d) Conclusions
 - (e) Specifications and Drawings (as required)
 - (f) Schedules (as required)
 - (g) Cost Estimates

D6.6 General Requirements for Meetings

- D6.6.1 Schedule and chair Project meetings as listed in D7.
- (a) provide an agenda a minimum of two (2) Business Days before the meeting date.
 - (b) provide meeting minutes within three (3) Business Days after the meeting date.
- D6.6.2 In addition to meetings specifically outlined in Section D, the Consultant should propose additional meetings as required.

D7. SCOPE OF SERVICES

- D7.1 The Services required under this Contract shall consist of professional consulting engineering services for preliminary design of D'Arcy Wastewater Pumping Station Load Shedding Upgrade in accordance with the following:
- (a) Project Management in accordance with D7.2;
 - (b) Topographic Survey in accordance with D7.3;

- (c) Preliminary Design in accordance with D7.4;
 - (d) Geotechnical Investigation (work allowance) in accordance with D7.5;
 - (e) Soft Digging (work allowance) in accordance with D7.6.
- D7.1.1 The detailed design and contract administration work will be issued as a separate RFP at a later date as determined by the City of Winnipeg Water and Waste Department.
- D7.1.2 Unless otherwise stated, Appendix C – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this Project.
- D7.1.3 The Services required under this Contract 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.
- D7.2 Project Management
- D7.2.1 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) Liaising with the City's Project Manager on a weekly basis to provide project status update
- D7.2.2 Deliverables
- (a) Meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes
- D7.3 Topographic Survey
- D7.3.1 Conduct topographic survey of the project area. As a minimum, the land bound by Bishop Grandin Boulevard westbound and eastbound, the Red River, and the access road to the D'Arcy Wastewater Pumping Station shall be surveyed.
- D7.3.2 The Consultant shall ensure the adequacy of the topographic survey to complete the design.
- D7.3.3 The Consultant shall confirm the depth of all existing water and wastewater pipes at the chambers / manholes that would be impacted by the proposed routing options.
- D7.4 Preliminary Design
- D7.4.1 Preliminary Design Kick-off Meeting
- (a) Attend a Microsoft Teams meeting or alternatively a meeting at 1199 Pacific Ave (depending on Manitoba COVID-19 Guidelines) with the Water and Waste Engineering Services and Wastewater Services Divisions to review the project scope and expectations. All Key Personnel, except for the Principal-in-Charge shall be in attendance.
- D7.4.2 Review all pertinent background information including, but not limited to:
- (a) drawings;
 - (b) past reports and technical memorandums; and
 - (c) datasheets and specifications.

- D7.4.3 The Consultant shall conduct a detailed site investigation to verify existing drawings and documentation.
- D7.4.4 Review Routing Options
- (a) Assess various pipe routing options available. A minimum of three (3) different concepts shall be developed. All assumptions shall be documented and provided to the Project Manager using plan drawings and an evaluation summary table via email at least five (5) Business Days prior to the Workshop outlined in D7.4.5. The evaluation summary table should be prepared using MS Excel and include assessment criteria, weight and score for each criterion as well as pros and cons of each option. The following shall be investigated for each option:
 - (i) Alignment, outlet structure, and geotechnical considerations;
 - (ii) Potential of using existing outfall chamber, and hydraulic constraints;
 - (iii) Constructability;
 - (iv) Schedule;
 - (v) Maintenance & operations;
 - (vi) Sustainability;
 - (vii) Cost consistent with AACE Class 4 including breakdown for engineering costs and construction;
 - (viii) Risks & opportunities;
 - (ix) Impact on existing infrastructure;
 - (x) Regulations, permitting requirements and environmental considerations.
 - (b) Investigate use of the existing outfall chamber or construction of a new standalone outlet structure (i.e. an outfall chamber with an outfall pipe or a headwall at the riverbank equipped with a flap gate).
 - (c) Each load shedding option shall be operable at Red River water level of up to 231.63 m (Flood Manual Upper Bound Water Level) at Fort Garry Bridge. The City may revise the above-mentioned water level during the preliminary design.
- D7.4.5 Routing Options Review Workshop
- (a) Evaluate and rank options based on evaluation criteria through a facilitated workshop. The Consultant shall lead the workshop with all City stakeholders identified by the Project Manager. For bid purposes the Proponent should assume a three (3) hour workshop.
 - (b) Take detailed notes during the workshop, update the evaluation summary table based on the workshop discussions, and recommend a forcemain route and outlet structure within five (5) Business Days.
- D7.4.6 Drawings and Specifications of Recommended Forcemain and Outlet Structure
- (a) Following completion of the Routing Options Review Workshop, proceed with the preliminary design of the forcemain and the outlet structure.
 - (b) Prepare plans and profiles of the forcemain from the discharge header at the pumping station to the discharge point at the river.
- D7.4.7 Connection of New Forcemain to Existing Pump Discharge Header
- (a) Review the existing pump discharge header layout and determine how the new forcemain can be connected to it. The new forcemain requires to be manually isolated from the existing forcemain.
 - (b) Review alternative options for connecting the new forcemain to the existing forcemain outside of the pumping station if inside connection is not feasible.
 - (c) Provide plan and section drawings (mechanical, structural, and municipal if applicable) detailing connection of the new forcemain to existing piping.

- (d) Provide specifications of valves and fittings including, but not limited to types, materials, and dimensions required to make connection.

D7.4.8 Forcemain Pipe Size Selection

- (a) Review scenarios for selection of the pipe size based on the existing pump performance curves with three (3) pumps operating.
- (b) Determine optimum pipe size and provide recommendation.
- (c) Prepare system curves for pumps with respect to the new forcemain.
- (d) Perform cursory sensitivity analysis of the new forcemain with respect to pump upgrades in the future.

D7.4.9 Cost Estimate

- (a) Prepare an AACE Class 3 estimate for the selected forcemain and outlet structure to a level of -20% to +30% accuracy.
- (b) Complete a basis of estimate for the selected forcemain and outlet structure using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

D7.4.10 Preliminary Design Report

- (a) Prepare a Preliminary Design Report 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, including but not limited to:
 - (i) Municipal, mechanical, structural, and geotechnical considerations
 - (ii) Class 3 estimate, and basis of estimate
 - (iii) Permits required to proceed with the work during detailed design and construction by Fisheries and Oceans Canada (DFO), Manitoba Conservation and Climate, Transport Canada, utility companies, etc.
 - (iv) Preliminary construction work plan to minimize risks to the City wastewater system including temporary by-pass of the pumping station
 - (v) Appropriate drawings/specifications
- (b) Revise Preliminary Design Report based on the City review comments and meeting discussions outlined in D7.4.11 and submit the final version to the City.

D7.4.11 Preliminary Design Review Meeting

- (a) Attend a Microsoft Teams meeting or alternatively a meeting at 1199 Pacific Ave (depending on Manitoba COVID-19 Guidelines). 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.
- (b) Submit the Preliminary Design Report a minimum of ten (10) Business Days prior to the review meeting.

D7.5 Geotechnical Investigation

D7.5.1 An additional work allowance is to be used for geotechnical investigation services required to complete the preliminary design. The geotechnical investigation is to be conducted after Routing Options Review Workshop outlined in D7.4.5 and selecting the forcemain alignment and the outlet structure. The geotechnical investigation will include field investigation, laboratory testing, riverbank stability analysis (if required) and a report.

D7.5.2 To conduct the geotechnical investigation, 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 additional work shall start prior to written approval from the Project Manager.

D7.6 Soft Digging

- D7.6.1 An additional work allowance is to be used for soft digging required to confirm the location and depth and alignment / location of the feedermain and/or the aqueduct. The soft dig is to be conducted after Routing Options Review Workshop outlined in D7.4.5 and selecting the forcemain alignment and the outlet structure.
- D7.6.2 To conduct the soft digging, 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 additional work shall start prior to written approval from the Project Manager.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 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>

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 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 \$250,000 per claim and \$500,000 in the aggregate.
- D10.2.1 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.
- D10.3 The policies required in D10.2(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.
- D10.4 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 D10.2(a) and D10.2(b).
- D10.5 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 D10.2(a) and D10.2(c).
- D10.6 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 D10.9.
- D10.7 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.
- D10.8 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.
- D10.9 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D8; and
 - (ii) evidence of the insurance specified in D10.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by May 31, 2021.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design Services, including review and approval by WWD, finalized by October 11, 2021.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D13.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D14.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D14.2 Further to D14.1, in the event that the obligations in D14 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D14.3 For the purposes of D14:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D14.4 Modified Insurance Requirements
- D14.4.1 If not already required under the insurance requirements identified in D10, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no

less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

- D14.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D14.4.3 Further to D10.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D14.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D14.5 Indemnification By Consultant
- D14.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D14.6 Records Retention and Audits
- D14.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D14.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D14.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D14.7 Other Obligations
- D14.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D14.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

- D14.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D14.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

APPENDIX A – LIST OF RELEVANT DOCUMENTS AND DRAWINGS

TYPE	NUMBER	TITLE
Report	n/a	Riverbank Stability at Site of Proposed Bridges Fort Garry – St. Vital Corridor – Klohn Leonoff Consultants Ltd. – 1976
Report	n/a	Geotechnical Investigation for Proposed Route 165 Land Drainage Sewer Outfall – UMA Engineering Ltd. – 1988
Photo	n/a	Photos of the pump discharge header piping inside D'Arcy Wastewater Pumping Station
Specifications	n/a	Datasheets, Performance Curves, and System Curves of Existing Pumps
Drawing Package	n/a	D'Arcy Wastewater Pumping Station As-Built Drawings – 1972
Drawing Package	n/a	D'Arcy Wastewater Pumping Station Pump Replacement – 1998
Drawing Package	n/a	D'Arcy Wastewater Pumping Station Building Construction, Gate Chamber Modifications, Outfall Construction, and Site Grading - 2001
Drawing	1105-A	Fort Garry Interceptors Schematic
Drawing	712	D'Arcy Pumping Station – Detailed Location Plan - 1971
Drawing	731	Fort Garry Interceptor - 50 Interceptor to D'Arcy Pumping Station
Drawing	732	Fort Garry Interceptor
Drawing Package	792 & 793	Fort Garry West Interceptor - Stage 1 – Plan Profile - Station 0+00 to Station 24+00
Drawing	P-1940	West River Crossing Approach Roads & Pembina Highway Modifications – Misc. Details
Drawing	796	Fort Garry West Interceptor - Stage 1 - Detail of Overflow Sewer
Drawing Package	n/a	Water Infrastructure in the Area of D'Arcy Wastewater Pumping Station – Compiled
Drawing Package	n/a	Wastewater Infrastructure in the Area of D'Arcy Wastewater Pumping Station – Compiled

APPENDIX B – ENVIRONMENTAL PRESERVATION & COMPLIANCE AND ENVIRONMENTAL MANAGEMENT POLICY

APPENDIX C – 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.

APPENDIX D – NON-DISCLOSURE AGREEMENT