



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 621-2021

**PROFESSIONAL CONSULTING SERVICES FOR NEWTON FORCE MAIN
RIVER CROSSING REPLACEMENT DETAILED DESIGN AND CONTRACT
ADMINISTRATION**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Section B)	3
B10. Experience of Proponent, Subconsultants and Key Personnel (Section C)	4
B11. Technical Proposal (Section D)	5
B12. Management Proposal (Section E)	5
B13. Project Schedule (Section F)	6
B14. Disclosure	6
B15. Conflict of Interest and Good Faith	7
B16. Qualification	8
B17. Opening of Proposals and Release of Information	8
B18. Irrevocable Offer	9
B19. Withdrawal of Offers	9
B20. Interviews	9
B21. Negotiations	9
B22. Evaluation of Proposals	9
B23. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Definitions	1
D4. Background	1
D5. Available Information	2
D6. Scope of Services	2

Submissions

D7. Authority to Carry on Business	3
D8. Safe Work Plan	3
D9. Insurance	3

Schedule of Services

D10. Commencement	4
D11. Invoicing	5
D12. Critical Stages	5
D13. COVID-19 Schedule Delays	5

Third Party Agreements

D14. Funding and/or Contribution Agreement Obligations	6
--	---

PART E - SCOPE OF SERVICES

E1. Design Services	1
---------------------	---

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

APPENDIX B – DRAWINGS

APPENDIX C – PRELIMINARY DESIGN REPORT

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR NEWTON FORCE MAIN RIVER CROSSING REPLACEMENT DETAILED DESIGN AND CONTRACT ADMINISTRATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 27, 2022.

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. 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.

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

B4.4 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.

B4.5 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.

B4.6 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.

B4.7 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.

B4.8 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, Sub-Consultants, and Key Personnel (Section C) in accordance with B10;
- (b) Technical Proposal (Section D), in accordance with B11;
- (c) Management Proposal (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 all disciplines and/or phases identified in D6 Scope of Services, which include:

- (a) Project Management;

- (b) Detailed Design and Specification Development;
- (c) Regulatory Submissions;
- (d) Geotechnical Reports;
- (e) Pre-Qualification of HDD Contractors;
- (f) Procurement Services;
- (g) Non-Resident Contract Administration Services;
- (h) Resident Contract Administration Services;
- (i) Project Close-Out; and
- (j) Additional Work Allowance in accordance with D6.2
 - (i) The proponent shall include an additional work allowance of \$75,000.00 in their proposal.
 - (ii) The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising.
 - (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.

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 An allowance for Disbursements for Underground Structures information has been included on Form B: Fees, as the City's estimate of costs for this disbursement. This to be included in the calculation of total fees proposed by the Proponent.

B9.6 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.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.7.1 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.

B10. EXPERIENCE OF PROPONENT, SUBCONSULTANTS AND KEY PERSONNEL (SECTION C)

B10.1 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.

B10.2 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.

- B10.3 For each project listed in B10.2(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (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).
- B10.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.4 Proposals should describe the experience and qualifications of the Key Personnel that will be assigned to the project outlining their experience of completing river crossing projects by HDD methods for projects of similar scope, size and complexity, including, and the key support team. Include the following information:
- (a) comparable projects and their roles in those projects;
 - (b) educational background and degrees;
 - (c) professional recognitions;
 - (d) job title;
 - (e) years of experience in current position;
 - (f) years of experience in design and construction; and
 - (g) years of experience with current employer.
- B10.5 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.3(b).

B11. TECHNICAL PROPOSAL (SECTION D)

- B11.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of work. It should clearly identify and explain work activities and identify all assumptions and interpretations.
- B11.2 The Technical Proposal should describe:
- (a) the Proponents understanding of the Project;
 - (b) the Proponents approach and methodology to complete the work;
 - (c) any innovation to be used to perform the services;
 - (d) any location specific issues;
 - (e) any activities and services to be provided by the City;
 - (f) the deliverables of the Project; and
 - (g) any other issue that conveys your team's understanding of the Project requirements.

B12. MANAGEMENT PROPOSAL (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 D6.
- B12.3 Proposals should address:

- (a) job function for each identified individual and group of individuals so identified;
- (b) an organizational chart for the project: and
- (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>.

B12.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D6 Scope of Services.

B12.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.4.

B12.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.7 For each person identified in B10.4, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

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) and milestone dates or events. 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 anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13.3 The Proponent should clearly develop a schedule that is in the best interest of the City of Winnipeg in terms of contractor availability, construction cost, and least impact to the sewage collection system etc.

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) AECOM Canada Ltd.
- (b) Associated Engineering (Sask.) Ltd. (AE)

B14.3 Additional Material:

- (a) The steel crossing pipe was inspected in October 2014 as part of the High Risk River Crossing Program Phase 1 inspections and is documented in the High Risk River Crossings Condition Assessment Report - Sewer Crossings.
- (b) The HDPE crossing pipe was inspected in November 2018 as part of the High Risk River Crossing Program Phase 2 inspections and is documented in the High Risk River Crossings – Phase Two Condition Assessment Report.

B14.4 The documents listed in B14.3 are available to bona fide potential bidders upon request to the Project Manger identified in D2. Documents will be released at the sole discretion of the City.

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)

- | | |
|---|-----|
| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent, Subconsultants, and Key Personnel; (Section C) | 40% |
| (e) Technical Proposal; (Section D) | 30% |
| (f) Management Proposal (Section E) | 5% |
| (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(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D6.2.
- B22.7 Further to B22.1(d), Experience of Proponent, Subconsultants and Key Personnel will be evaluated considering the experience and qualifications of the organization and personnel on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Technical Proposal will be evaluated considering your firm's understanding of the City's Project, in accordance with B11.
- B22.9 Further to B22.1(f), Management Proposal will be evaluated considering your firm's project management approach and team organization, in accordance with B12.
- B22.10 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.
- B22.11 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.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 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:

Ryan Lucky, P.Eng.

Telephone No. 204 986-2538

Email Address: ryanlucky@winnipeg.ca

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**City**" means the City of Winnipeg;
- (b) "**BOE**" means City of Winnipeg Basis of Estimate template;
- (c) "**HDD**" means horizontal directional drilling;
- (d) "**NoA**" means Notice of Alternation – Province of Manitoba;
- (e) "**WWD**" means City of Winnipeg Water and Waste Department.

D4. BACKGROUND

D4.1 The Newton Force Main Red River Crossing is a twin crossing of the Red River between Fraser's Grove Park and Newton Avenue / Scotia Street. The dual 350 mm force main crossing conveys combined sewage flows from the Linden and Hawthorne Combined Sewer Districts (CSD) via the Linden and Hawthorne Pumping Stations to a secondary sewer on the west side of the Red River near the intersection of Scotia Street and Newton Avenue and in the vicinity of the Newton Pump Station. The waste water then flows by gravity to the Main Street Interceptor and eventually to North End Water Pollution Control Centre (NEWPCC) for treatment.

The existing crossing was constructed in two stages; the original steel (south) force main was constructed in 1960 and conveyed flows from both force mains. The second HDPE (north) force main was constructed in 1978 and operated in parallel with the steel force main, conveying flows from both pumping stations until 1984 when they were physically separated by the addition of interconnecting piping and associated valves.

Both crossings were inspected as part of the High Risk River Crossing program. The steel force main was inspected in 2014 (Phase 1) and the HDPE force main was inspected in 2018 (Phase 2). Based on the results of the inspections, the steel force main is considered to be in good condition. The HDPE force main was found to have evidence of excessive pipe deformation, poor material traits and documented leaks and therefore it was recommended that the crossing be replaced in the very near term.

The Newton Ave HDPE Force Main has been determined to not be suitable for rehabilitation due to the excessive level of deformation present.

The Water and Waste Department engaged Associated Engineering (Sask.) Ltd. (AE) to complete preliminary engineering required to create and evaluate options for replacement of the force main crossing. From this evaluation, it was determined that the most advantageous option was to replace the HDPE force main with the installation of a single, dual contained sewer crossing by Horizontal Directional Drilling (HDD) techniques, see sketch of Option 3 in Appendix A of the Preliminary Design Report. This would also include the installation of new force main or gravity pipe along Scotia Street and connect to the sanitary main along Newton Avenue. The total project cost including construction and engineering is estimated to be \$4.864 million (Class 3 cost estimate as per Association of Advancement of Cost Engineering (AACE) standards).

The Department requires detailed engineering and contract administration services to install this sewer crossing by HDD methods. This sewer would connect to the existing north chamber (Hawthorne Combined Sewer District) in Fraser's Grove Park.

- D4.2 The river crossing replacement will be performed in two separate tenders, namely;
- (a) Tender No. 1 – Force Main Installation by Horizontal Directional Drilling.
 - (b) Tender No. 2 – Connections to Force Main and Installation of Sewer on Scotia Street.

D5. AVAILABLE INFORMATION

- D5.1 A Preliminary Design report was completed in November 2021. The report is available in Appendix C.
- D5.2 Inspection Information
- (a) The steel crossing pipe was inspected in October 2014 as part of the High Risk River Crossing Program Phase 1 inspections and is documented in the High Risk River Crossings Condition Assessment Report - Sewer Crossings. The report is available upon request in accordance with B14.3(a).
 - (b) The HDPE crossing pipe was inspected in November 2018 as part of the High Risk River Crossing Program Phase 2 inspections and is documented in the High Risk River Crossings – Phase Two Condition Assessment Report. The report is available upon request in accordance with B14.3(b).

D6. SCOPE OF SERVICES

- D6.1 The Services required under this Contract shall consist of providing engineering services for the Newton Force Main replacement and contract administration in accordance with the following:
- (a) General Requirements;
 - (b) Project Management;
 - (c) Detailed Design and Specification Development;
 - (d) Regulatory Submissions;
 - (e) Geotechnical Baseline Report;
 - (f) Geotechnical Data Report;
 - (g) Pre-Qualification of HDD Contractors;
 - (h) Tendering and Procurement;
 - (i) Non-Resident Contract Administration Services;
 - (j) Resident Contract Administration Services, and
 - (k) Project Close-Out.
- D6.1.1 The Services required under D6.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the

Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D6.2 Additional Work Allowance

D6.2.1 The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions. When such work arises, the consultant will prepare a concise scope of work and cost proposal in collaboration with the Project Manager. The proposal shall be submitted to the Project Manager for final approval. No work shall start prior to this approval.

D6.3 The funds available for this Contract are \$500,000.00

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

D8.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

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

D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;

- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 . per claim and \$5,000,000 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 any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D9.2(a) and D9.2(b).
- D9.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D9.9.
- D9.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D10. COMMENCEMENT

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D9.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by March 18, 2022.

D11. INVOICING

- D11.1 Project Management in accordance with E1.2 shall be billed on a monthly basis once all deliverables in E1.2.2 applicable for that month have been submitted and accepted;
- D11.2 Design and Specification Development in accordance with E1.3 shall be invoiced when all the deliverables have been submitted and accepted by the City;
- D11.3 Regulatory Submissions in accordance with E1.3(b) shall be invoiced once the appropriate submissions have been approved;
- D11.4 Geotechnical Reports in accordance with E1.3(d) once the reports have been submitted and accepted by the City.
- D11.5 Pre-Qualification of HDD Contractors in accordance with E1.3(e) shall be invoiced once all deliverables have been submitted and accepted by the City;
- D11.6 Procurement Services in accordance with E1.3(f) shall be invoiced once all deliverables have been submitted and approved by the City;
- D11.7 Non-Resident Contract Administration Services in accordance with E2.1 shall be invoiced on a monthly basis.
- D11.8 Resident Contract Administration Services in accordance with E2.2 shall be billed on a monthly basis.
- D11.9 Project Close-Out in accordance with E3 shall be invoiced once deliverables have been submitted and accepted by the City.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Force Main Installation by Horizontal Directional Drilling
 - (i) Substantial Performance to be achieved no later than May 26, 2023.
 - (ii) Total Performance to be achieved no later than June 16, 2023.
 - (b) Connections to Force Main and Installation of Sewer on Scotia Street
 - (i) Substantial Performance to be achieved no later than September 29, 2023.
 - (ii) Total Performance to be achieved no later than October 16, 2023.

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 D9, 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 D9.6 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.

PART E - SCOPE OF SERVICES

E1. DESIGN SERVICES

E1.1 General Requirements

E1.1.1 General Requirements of Consultant

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

E1.1.2 General Requirements for Project Deliverables

- (a) Draft Documents
 - (i) Draft reports and any drawings shall be submitted to the Project Manager at least 5 (5) business days prior to the formal design review meetings.
 - (ii) The City shall have ten business days to review all draft documents.
 - (iii) Submit searchable .PDF copy and native file format of all documents submitted for review.
- (b) Final Documents
 - (i) Submit .PDF copy of final documents so the City can verify all comments from the draft documents have been incorporated.
 - (ii) The City shall have ten business days to conduct its final review.
 - (iii) The Project Manager must give final approval that all comments have been satisfactorily incorporated prior to the Consultant printing paper copies.
 - (iv) Four (4) paper copies, including one (1) unbound shall be submitted of all final documents.
 - (v) Submit searchable .PDF copy and native file format of all final documents.
- (b) When creating Tender drawings the Consultant shall follow the current Water and Waste drawing standards available for download at the following site;
 - (i) https://winnipeg.ca/waterandwaste/dept/cad_gis.stm

E1.2 Project Management

E1.2.1 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) Informal liaising with the City's Project manager on a weekly basis to provide Project Status.
- (d) Monthly Progress meeting.
- (e) Hold 33%, 66% and 99% Design Review Meetings.

E1.2.2

Deliverables

- (a) Project Delivery Plan
 - (i) Submit a Project Management (Delivery) Plan, including a schedule of Deliverables, within three (3) weeks of award.
 - (ii) Submit updates (as applicable) to the Project Delivery Plan
- (b) Progress Reports
 - (i) Submit within two (2) weeks for award the proposed progress reporting format for City review and acceptance. The initial progress report will include development of the performance measurement baseline schedule for each task/activity and specific deliverables. Reporting will be completed in a format consistent with the Consultants work breakdown structure (WBS) and be reconcilable with the monthly accounting and invoicing system. Progress reports will include the following minimum requirements;
 - ◆ Progress reporting to be submitted to the Project Manager on a monthly basis, a minimum of two business days prior to the Monthly Progress Meetings;
 - ◆ Problems/issues update including description of the issue and proposed method of resolution;
 - ◆ Work planned for next month;
 - ◆ Progress of work planned last month;
 - ◆ Estimated percentage complete by task/activity and overall; and
 - ◆ Progress reports will be coordinated so as to be incorporated as part of the monthly progress meetings.
 - (c) Meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes.

E1.3 Detailed Design and Specification Development

- (a) Hydraulic Design
 - (i) Confirm hydraulically feasible solution
 - (i) Undertake a review of the Hawthorne and Linden Combined Sewer Districts hydraulics to confirm flow requirements, and sizing for the Newton Force Main River Crossing.
 - (ii) The hydraulic modeling software to be used is InfoWorks CS. 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).
 - (iii) A copy of the latest version of the City InfoWorks CS hydraulic model database with the associated model files will be provided to the proponent.
 - (ii) Hydraulic Review
 - (i) Hydraulic Design should be complete by the 33% Design meeting and will be reviewed to ensure a hydraulically feasible design is developed.
 - (ii) A solution model database is required at this stage and with all networks and model files associated with the assessment.
- (b) Regulatory Submissions
 - (i) Obtain all necessary permits and regulatory approvals for the new sewer crossing including, but not limited to, Manitoba Conservation Office of Drinking Water,

Department of Fisheries and Oceans (DFO), and any approvals required under The Navigable Waters Protection Act.

- (ii) Prepare a technical memo to be included with the Province of Manitoba Notice of Alteration NoA form that summarizes the current Environment Act Licence No. 2684 RRR, the operating licence for the North End Water Pollution Control Centre as it relates to sewage collection, and identifies following:
 - (i) a detailed description of the proposed change to the crossing as licensed;
 - (ii) a description of all potential environmental effects and human health effects that could result from the proposed change(s) and potential mitigation measures which could be implemented. Describe the effects resulting from the alteration in the context of the effects of the existing development (i.e. incremental effects of the alteration);
 - (iii) the technical elements of the replacement crossing that will mitigate all potential environmental effects;
 - (iv) the decommissioning of the existing pipe;
 - (v) environmental risks identified in the risk workshop shall be included in the memo;
 - (vi) Answer any technical inquiries regarding technical elements of the project by Provincial representatives;
 - (vii) All Provincial documents related to the North End Water Pollution Control Centre Environment Act Licence can be found at the following location: <https://www.gov.mb.ca/sd/eal/registries/1071.1/index.html>;
 - (viii) According to the Environment Act 14(4) : “The decision of the director or minister with respect to the disposition of the alteration shall be communicated to the proponent within 21 days from the receipt of the request for the change”.
- (c) Detailed Design
 - (i) Recommend an appropriate pipe material that is suitable for installation by HDD methods.
 - (ii) Develop horizontal and vertical alignments (Bore Path) for the installation of the new force main.
 - (iii) Provide detailed engineering drawings for the connection of the new force main river crossing sewer pipe to the existing sewer on Newton Ave.
 - (iv) The alignment of the new force main river crossing is in close proximity homes on Rowandale Crescent on the east side of Red River. Minimize the noise and other impacts the construction may have on the residents close to the work area. Evaluate noise conditions and develop mitigation plans.
 - (v) The Consultant shall identify risks and associated mitigations in construction and start-up/switch over operations.
 - (vi) The City of Winnipeg templates as referenced in D6.1.1 shall be used.
 - (vii) Complete the Stakeholder Assessment and Communications Plan, Risk Identification Checklist and Risk Management Plan following completion of the 33% Design Meeting.
 - (viii) Complete all necessary horizontal and vertical surveys required to facilitate the work.
 - (ix) Prepare Contract documents, technical specifications and detailed construction drawings clearly identifying the scope, materials, and methods identifying all components of the proposed work.
 - (x) The Consultant will perform all duties related to detailed design, specification development, tendering, contract administration, and record drawings for the following two types of Tenders:
 - (i) Tender No. 1 – Force Main Installation by Horizontal Directional Drilling.
 - (ii) Tender No. 2 – Connections to Force Main and Installation of Sewer on Scotia Street.

- (xi) All construction drawings are to have a departmental drawing number assigned before the work is tendered. Drawings numbers shall be requested from Mr. Stan Wos, swos@winnipeg.ca (986-7636) and the Project Manager shall be copied on all correspondence. The following information is required with the request:
 - (i) Project Name;
 - (ii) Tender Number;
 - (iii) Contract Number, and
 - (iv) Individual Drawing Titles (in spreadsheet format).
 - (xii) Drawings submitted for tender should be complete with digital stamp
 - (xiii) When submitting the tenders to Materials Management, send an e-mail to Stan Wos with the following information:
 - (i) Project Name;
 - (ii) Tender Number;
 - (iii) Contract Number, and
 - (iv) City File Number
 - (xiv) Pre-Tender Estimate
 - (i) The Consultant shall prepare an AACE Class 1 cost estimate, based on AACE 97R-18 Recommended Practice Cost Estimate Classification System – as applied in Pipeline Transportation Infrastructure Projects (rev. August 2019) to a level of -10% to +15 % accuracy.
 - (ii) The cost estimate shall be accompanied by a basis of estimate memo which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusions, exceptions, contingencies and cost risks and opportunities.
 - (iii) BOE & lifecycle cost estimate templates. Provide inputs and work with Project Manager to complete BOE and lifecycle cost estimate template documents as per City templates.
 - (xv) The Bid Opportunity specifications complete with Form B: Unit prices, the construction drawings, and a pre-tender estimate must be provided to the Departments Project Manager at least ten (10) calendar days prior to tendering for review. The Project shall not be tendered without this review.
 - (xvi) Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.
 - (xvii) Communicate and coordinate with Public Works for design and implementation of traffic control requirements.
 - (xviii) Detailed Design Technical Review meeting is to be held to ensure Complete Design including management of third party risks.
 - (xix) Any changes to the solution design that impact its hydraulic performance will require further detriment assessments demonstrating zero detriment for the applicable levels of services and a revised solution model database.
- (d) Geotechnical Reports
- (i) Prepare a Geotechnical Baseline Report to present the baseline subsurface soil, bedrock, and groundwater conditions and descriptions that the proponents shall use for their tender preparation.
 - (ii) Prepare a Geotechnical Data Report to provide a summary of the subsurface soil, bedrock, and groundwater encountered along the final alignment of the Newton Force Main and the laboratory test results for the soil and bedrock.
 - (iii) The Geotechnical Baseline Report and Geotechnical Data Report will be based on the information provided in the Geotechnical Investigation of the Preliminary Design Report completed by Associated Engineering (Sask.) Ltd. (AE).
- (e) Prequalification of HDD Contractors

- (i) Prepare prequalification documents through the City's Materials Management process to prequalify suitable HDD contractors that may be interested and capable of undertaking this work.
- (ii) Review all submissions for interested HDD contractors and make recommendations identifying the qualified contractors.
- (f) Procurement
 - (i) Arrange for the Bid Opportunity number with the Materials Management Department and provide the Bid Opportunity package in a PDF format, acceptable to the Materials Management Department.
 - (ii) Respond to enquiries from interested contractors during the bidding period.
 - (iii) Review all Bid Submissions and provide a recommendation of Contract Award to the Department

E2. CONTRACT ADMINISTRATION SERVICES

E2.1 Non-resident

- (a) The Project Manager shall have demonstrated experience in the design and contract administration of for the installation of municipal utilities beneath river crossings by HDD techniques.
- (b) Review and comment on all contractor shop drawing submissions.
- (c) Review the contractor's operation and construction protocol submissions.
- (d) Co-ordinate and monitor the progress of the work to ensure that work is progressing in accordance with the contract documents and the construction protocols.
- (e) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that encountered during the course of the work.
- (f) Respond to construction issues that may be raised by the Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (g) Prepare and certify monthly progress payments to the Contractor.
- (h) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any.
- (i) Provide detailed reports supporting any construction over expenditures over the tendered contract amount.
- (j) Reports are to be promptly made to the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- (k) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date plus projected costs to complete the Contract including allowances for any unforeseen costs. The report shall identify any expected budget overruns or surpluses.

E2.2 Resident

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry standards for the river crossing.
- (b) Personnel with demonstrated experience in river crossing by HDD methods to be assigned for on-site inspection of the construction work.
- (c) It is expected that the HDD pipe installation will be a 24-hour, 7-day per week process, and appropriate level of inspection service may be required.
- (d) Arrange for regular job meetings on the work site or near the work site throughout the duration of the Contract Work. The meetings are to be attended by the Project Manager or their designate as well as the On-site Inspector, the Contractor, and the Department's contact.
- (e) Minutes of all site meetings shall be recorded and distributed to all in attendance.

- (f) Provide daily/weekly reports to the Department's contact.
- (g) Reports are to be promptly made to the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.

E3. PROJECT CLOSE OUT

E3.1 Final Inspections and Project Acceptance

- (a) Provide Qa/Qc procedures for each renewal to the Department and to the City of Winnipeg Standards at all critical project milestones.
- (b) Arrange with Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (c) Complete and submit record drawings of the completed Works to the Supervisor of Drafting of the Water and Waste Department for review within two (2) months of the date of Substantial Performance of the Work.
- (d) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (e) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (f) Arrange with Department representatives inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

E3.2 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Supervisor of Drafting, copied to the Department's Project Manager, and one (1) complete set of drawing prints for the River Crossing.
- (b) Record drawings are to include the following information:
 - (i) All new construction details;
 - (ii) Complete materials list for all components installed;
 - (iii) All other information specific to the River Crossing;
 - (iv) Date of installation of Works (Substantial Performance), and
 - (v) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all required revisions have been made, submit one (1) complete set of drawings for the River Crossing, complete with the preliminary drawing prints, with comments and the digital file to the Department's Supervisor of Drafting. The digital drawing file name must be the Water and Waste Department drawing number assigned to that drawing.
- (d) Resubmit the revised as-constructed drawings within one month of receipt of comments from the Department.

E3.3 Test Results

- (a) All test results are to be submitted to the Department's Project Manager as soon as they are received. If there are any failed tests, a report is to be written indicating the implications of the failure and a recommendation on what remedial measures are required.

E3.4 Project Summaries

- (a) Provide a brief summary report to the Department's contact person for each type of work documenting any specialized Qa/Qc work carried out or unusual problems encountered what the resolution was, and make recommendations for similar future work.

E3.5 Project Close-Out Report

- (a) Complete a project close-out report using template noted in D6.1.1.

E3.6 Project Close-Out Presentation

- (a) The Consultant shall provide a project close-out presentation that summarizes the entire project, including but not limited to the following:
 - (a) Project development summary;
 - (b) Pipe modification summary;
 - (c) Inspection summary;
 - (d) Condition assessment results;
 - (e) Lessons Learned;
 - (f) Conclusions and Recommendations.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

APPENDIX B – DRAWINGS

APPENDIX C – PRELIMINARY DESIGN REPORT