



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 257-2012

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
CONDITION ASSESSMENT OF HIGH RISK WATER AND WASTEWATER RIVER
CROSSINGS**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR CONDITION ASSESSMENT OF HIGH RISK WATER AND WASTEWATER RIVER CROSSINGS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 23, 2012.

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 Proponents may view the Site without making an appointment.

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

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 RFP 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 RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

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.

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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: 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, Subconsultants 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, to constitute a responsive Proposal.

B7.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B7.1 and B7.2.

B7.6 Proposals should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

- (a) Proposals should:
 - (i) be limited to 60 pages not including appendixes such as large format charts, detailed resumes and company profiles;
 - (ii) use single sided 8 ½ X 11 pages, and
 - (iii) use 10 point font.

- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed 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 Fees for all disciplines and/or phases for as much as is practical for items such as mobilization/demobilization, minimum daily charges, etc.
- B9.2 The Proposal shall include a Length or Distance Based Fees schedule for all disciplines and/or phases that can be priced on a per metre basis such as pipe inspection and data analysis.
- B9.1 The Proposal shall include a Time Based Fees on an hourly basis for all disciplines and/or phases that are not clearly defined or where the amount of work will depend on conditions yet to be determined.
- 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 C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.7 Provide a chart showing a detailed breakdown of fees and expenses for each resource assigned to the project for each phase of the work and/or project milestone.

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 details demonstrating the history and experience of the Proponent and Subconsultants in providing inspection services, condition assessment, existing plant modification design and contract administration services on up to three projects of similar size and complexity.
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.3.
- B10.4 Proposals should discuss the availability of backup resources to Key Personnel who are currently employed by the Proponent.

B11. TECHNICAL PROPOSAL (SECTION D)

- B11.1 The Technical Proposal should describe the Proponents understanding of the Scope of Services and proposed methodology to achieve the project deliverables.
- B11.2 The Technical Proposal should address:

- (a) the Proponents understanding of the Project and its objectives;
- (b) the Proponents approach and methodology to complete the objectives;
- (c) any initiative and innovation to be used to perform the Services;
- (d) errors or omissions in the Scope of Services;
- (e) activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
- (f) the proposed phases and milestones of the Project;
- (g) the proposed deliverables for each phase/milestone of the Project;
- (h) the proposed Project budget;
- (i) the City's Project methodology with respect to the information provided within this RFP;
and
- (j) any other issue that conveys your team's understanding of the Project requirements.

B12. MANAGEMENT PROPOSAL (SECTION E)

- B12.1 The Management Proposal should describe the Proponents project management approach and team organization during the performance of Services.
- B12.2 Identify the job function, roles and responsibilities for each of the Key Personnel and so identified committee, team, etc.
- B12.3 Provide an organizational chart for the Project.
- B12.4 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.

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 Allow one month for award of this contract.

B14. QUALIFICATION

- B14.1 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.

- B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B14.3 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.
- B14.4 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.
- B14.5 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B14: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Proponent, Subconsultants and Key Personnel; (Section C) 25%

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| (e) | Technical Proposal; (Section D) | 20% |
| (f) | Management Proposal (Section E) | 12% |
| (g) | Project Schedule. (Section F) | 3% |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B20.5 Further to B20.1(d), Experience of Proponent, Subconsultants and Key Personnel will be evaluated considering the experience of the organization and key personnel assigned to the project on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Technical Proposal will be evaluated considering your firm's understanding of the City's Project.
- B20.7 Further to B20.1(f), Management Proposal will be evaluated considering your firm's project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide complete responses to B7.2(a) to B7.2(d), the score of zero will be assigned to the incomplete part of the response.
- B21. AWARD OF CONTRACT**
- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**

- B21.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.6 The City may, at its discretion, award the Contract in phases.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Mr. Nick Clinch, C.E.T.

Email: nclinch@winnipeg.ca

Telephone No. (204) 986-4449

Facsimile No. (204) 224-0032

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. SCOPE OF SERVICES

D3.1 The City has determined that its inventory of water and wastewater river crossings pose a significant risk to the environment and to the operation of City services. To properly assess, prioritize and schedule rehabilitation or replacement of these pipes, accurate pipe wall thickness and defect information is needed.

D3.2 Under this assignment the City intends to conduct proactive assessments of high risk river crossings by acoustic leak detection and/or Remote Field Eddy Current or Magnetic Flux Leakage where possible as well as riverbank failure assessments.

D3.3 These Scope of Services are to provide a brief description of the Work and is only to be considered a guideline for the proposal preparation. Work has been identified which intended as a general outline of the activities considered appropriate to meet the project objectives. Consultants are encouraged to use their initiative when developing their proposals to refine the scope of work activities and propose additional or alternative activities, which they consider appropriate or beneficial to the project.

D3.4 The Services required under this Contract shall consist of the condition assessment of sewer siphons, sewer forcemains, water mains and water feeder mains which cross the Assiniboine and Red Rivers in accordance with the following:

(a) Budget

- (i) It is expected that the total cost will not exceed 7% of the replacement value of the assets however it is understood that where significant modifications to the existing plant are required to facilitate the inspections this value may be exceeded for high risk assets.

(b) Assets

- (i) The sewer and water main assets to be evaluated are listed in Appendix A as well as relevant As-Built information. In general these are some of the highest risk linear assets the City owns. The Consultant in consultation with the Department will further refine this list recommending additions or deletions.

- (ii) In general only assets that would require great difficulty, expense, environmental and time considerations to repair or where leaks would not be easily detectable from the surface are to be included in this Project
- (c) Site Review and Risk Assessment;
 - (i) Of major concern to the Department is the inspection contributing to or causing a failure in the pipe or that inspection equipment may become stuck and irretrievable. A complete risk assessment of each crossing shall be done in order to evaluate go/no-go for the inspection or to modify the inspections to reduce risk.
 - (ii) The available as-built information for these crossings is limited and may be inaccurate. Detailed preliminary reviews of the sites shall be performed by the Consultant to determine whether modifications to the site will be required to facilitate inspection.
 - (iii) Several WWS crossings have two siphons (forcemains); the Consultants shall evaluate flows and determine whether a single siphon/forcemain can handle the flow during inspection of the other or should equipment become stuck or the pipe be found to have failed.
 - (iv) Sites should be examined for nearby bridges or other nearby crossings that would allow for a long term temporary by-pass pumping solution.
- (d) Selection of Technologies;
 - (i) The Consultant shall carefully analyse all river crossing locations and balance the risks, cost and benefits to determine the appropriate condition assessment option.
 - (ii) A direct empirical inspection method such as Remote Field Eddy Current (RFEC) or Magnetic Flux Leakage (MFL) should be considered.
 - (iii) Where RFEC/MFL cannot be employed due to an unfavourable risk assessment or cost/benefit ratio (inspection exceeds ~7% of replacement costs), material type or where only a partial inspection is obtained, other technologies such as acoustic leak detection shall be used (if applicable).
 - (iv) Visual inspections or spot MFL or ultrasonic inspections from exterior of pipe may be sufficient for bridge crossings.
- (e) Pre-Cleaning, Site Preparation and Modifications to Existing Plant;
 - (i) For each water crossing, an "off-spec" water management plan shall be developed so as to minimise the effects of cleaning and inspection on downstream water quality and chlorine levels of flush water discharged to a waterway. De-chlorination of any discharged water shall be done, if required, using Vita-D-Chlor or approved alternative.
 - (ii) Some inspections will likely require modifications to City plant for launch and retrieval points, sharp bends, etc or pre-Cleaning using foam pigs or removal of chamber roofs and non-functioning valves.
 - (iii) Fees estimates shall include design and contract administration for making modifications and hiring a contractor in accordance with City purchasing policy as well as resident services and as-built drawings.
 - (i) Proponents shall provide in their Technical Proposal a Class 5 estimate of the construction costs that will be required to perform these operations.
 - ◆ City forces may be used if available and capable of the work.
- (f) Inspection of River Crossings;
 - (i) The Consultant shall carry out an inspection of all pipes listed in (Appendix A).
 - (ii) The City intends to obtain SONAR inspections of most of the WWS Siphons in this Project by the fall of 2012. These inspections will be obtained by others under a sewer cleaning and inspection contract.
 - (iii) The Consultant shall provide all equipment and perform all operations related to the inspections.
 - (i) The City will only perform those activities which cannot be performed by the Consultant such as pump station and valve operation.

- (iv) If inspection equipment becomes wedged, caught or trapped in a pipe, the City will ultimately handle the extraction efforts by any means necessary to restore proper functionality of the pipe. Any resulting tool damage or complete loss is the risk and responsibility of the Consultant. The City will not be liable for damaged or lost equipment.
- (v) Inspection equipment used for wastewater inspections shall at no time be used for potable water main inspections.
- (vi) Accuracy of the analyzed results should be confirmed by forensic analysis of recovered pipe from one or more locations or from test samples at the time of inspection.
- (vii) Air release valves should be inspected for proper operation.
- (viii) The Consultant shall assess the likelihood of riverbank failure and erosion for each pipe crossing.
 - (i) Carry out visual reconnaissance of each site by a competent geotechnical engineer with experience in Winnipeg riverbank slope stability issues. Areas with active stability issues should be assessed as to whether the pipe crossing is likely to be affected.
 - (ii) Estimated costs for soil core sampling and analysis (if required) should be included in the fee estimate.
- (g) Condition Assessment of River crossings;
 - (i) The Consultant shall carry out a condition assessment based on the inspection findings of the riverbanks and individual pipes at the locations listed.
 - (i) The Consultant endeavour to quantify the remaining life for each asset.
 - (ii) The Consultant shall develop a method of grading each crossing which shall reflect the risk to the City of operating these assets taking in to account pipe condition and riverbank stability which shall be used for prioritising and scheduling repairs.
 - (iii) The Consultant shall propose repair, rehabilitation or replacement work where required as well as class-5 cost estimates.
 - (ii) Report findings in an acceptable format to the Project Manager.
 - (iii) May include updating City asset management databases.
 - (iv) Provide re-assessment frequency recommendations.
- (h) Safety
 - (i) The Consultant will be responsible for Safety and will be the "Prime Contractor" as described in the Manitoba Workplace Safety and Health Act;
 - (ii) Due to the nature of working with active water and sewer lines to fulfill this contract, the Consultant is advised that pipe and manhole environments may be oxygen deficient and may contain toxic and/or explosive gas vapours and liquids, as well as the health hazards associated with contact with raw wastewater.
 - (iii) Due to the potential requirement to enter confined spaces to fulfill this contract, the Consultant shall follow all applicable Federal, Provincial, and local regulations for manhole work and confined space entry.
- (i) Project Management
 - (i) The Consultant shall record minutes of all meetings and distribute in a timely manner.
 - (ii) In general all conversations, directions and requests should be made or followed up by email.
 - (iii) Bi-weekly project reports shall be submitted to the Project Manager and shall include among other relevant project information:
 - (i) Total Progress for each phase of the Work;
 - (ii) Progress achieved in the bi-weekly period for each phase;
 - (iii) Updated cost estimates for each phase of the work and total;

- (iv) Updated Project Schedule.

SUBMISSIONS PRIOR TO START OF SERVICES

D4. AUTHORITY TO CARRY ON BUSINESS

- D4.1 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.

D5. INSURANCE

- D5.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D5.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (b) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D5.2.1 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.
- D5.3 The policies required in D5.2(a) to D5.2(a)(iv):
- (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.
- D5.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D5.2(a) and D5.2(b).

- D5.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D5.10.
- D5.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D5.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D5.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D5.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D5.8.
- D5.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D6. COMMENCEMENT

- D6.1 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.
- D6.2 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 D4;
 - (ii) evidence of the insurance specified in D5;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D6.3 The City intends to award this Contract by May 31, 2012.