



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 607-2013

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE NORTH END WATER
POLLUTION CONTROL CENTRE COMPOSITE BASE PLAN**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE NORTH END WATER POLLUTION CONTROL CENTRE COMPOSITE BASE PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time September 18, 2013.

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 Project Manager or an authorized representative will conduct a Site Investigation tour of the Project Area on September 4, 2013 at 10am prompt.

B3.1.1 Proponents are requested to register for the Site Investigation by sending an email to the Project Manager identified in D2.

B3.1.2 Proponents are requested to meet at the reception area of the North End Water Pollution Control Centre located at 2230 Main St.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

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 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.

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) Form B: Fees (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) Form C: Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Form D: Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Past Performance of Proponent and Subconsultants (Section E) in accordance with B12; and
- (d) Project Understanding, Methodology and 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 8.5" x 11" original (marked "original") including drawings and five (5) bound copies for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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.
- 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 Proponent shall utilize and submit Form B: Fees, making all required entries to summarize their Fee proposal for the proposed Services. The Proponent shall be responsible to verify and ensure the correctness of the associated submittals.

B9.2 The Proponent shall submit a fixed fee for the following tasks as described in D6 and listed in Form B:Fees

- (a) Project management; and
- (b) Quality level B to D of Subsurface Utility Engineering.

B9.3 The proponent shall submit unit prices for **ONLY** the quality level A aspect of the scope of services as listed in Form B: Fees.

- (a) Unit rate shall include backfilling with unshrinkable fill complete with grass seeds, asphalt or concrete.
- (b) Surcharges for test holes carried out in asphalt and concrete locations and under winter conditions shall be identified separately as indicated in Form B: Fees.

B9.3.1 The quantities listed on Form B: Fees are to be considered **approximate only**. The City will use said quantities for the purpose of comparing proposals.

B9.3.2 The City shall evaluate proposals based on the asphalt, concrete and winter surcharges

- (i) The City shall only pay for winter surcharges if the quality level A aspect of the work is carried between November 16, 2013 to March 31, 2014 (inclusive).
- (ii) The City shall only pay for asphalt and concrete surcharges if quality level A survey test holes are carried out in asphalt or concrete.

B9.3.3 The quantities for which payment will be made to the Proponents are to be determined by the Work actually performed and completed by the Proponent.

B9.4 In addition to the Form B: Fees, proposals shall **also** include detailed description of the fixed fee for all disciplines.

B9.4.1 Details shall include as a minimum

- (a) the work activities of the proposed Services;
- (b) the respective number of hours per work activity per task per each proposed individual;
- (c) name and role of proposed individuals;
- (d) the respective engineering discipline or management function as applicable;
- (e) the applicable hourly rates; and
- (f) the associated disbursements.

- (g) Information relating to points (a) to (f) above shall be presented in a Matrix form that allows easy understanding of their connections, and the associated Form B: Fees summaries shall be issued from a direct traceable compilation of the Matrix input.

- B9.5 Increases to hourly rates due to annual cost of living shall be included in the Fees.
- B9.6 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.6.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.7 The fixed fee aspect of the work shall include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.7.1 Overhead head costs indicated in C1.1(b) or disbursements typically referred to as type 1 disbursements or general expenses shall be factored into the hourly rates.
 - (a) Such disbursements or overhead costs shall not be described or indicated separately in the proposal.
- B9.8 The City will take possession of all non-consumable disbursement items either during the course of the Project or at Project completion and to this end an inventory of these items including their disposition shall be prepared and maintained. As this assignment may require the loaning of City records in original form, an inventory of these items shall be prepared and maintained.
- B9.9 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.
- B9.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals 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 Using Form C- Project Experience Reference, identify three (3) projects similar to the scope of services specified in D6. This shall include details demonstrating the history and experience of the Proponent and Subconsultants in providing
 - (a) Subsurface utility engineering; and
 - (b) Base plans in AutoCAD.
- B10.3 Where applicable, information should be separated into Proponent and Subconsultant.

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

- B11.1 Using Form D – Key Personnel Experience, identify the experience and qualifications of all the Key Personnel assigned to the project including those of the Subconsultant. Key personnel should include the project manager and subsurface utility engineering (SUE) field manager.
 - (a) The experience of the key personnel shall be relevant to the scope of services indicated in D6.
 - (b) For each person identified in B11.1,
 - (i) List at least two comparable projects in which they have played a primary role; and
 - (ii) Provide 2 references information (two current names with telephone numbers per project).

B11.2 Proponents shall not substitute names of key personnel without the written permission from the Project Manager.

B11.3 Include an organizational chart for the Project in the proposal.

B11.3.1 Identify roles of each of the Key Personnel in the organizational chart.

B12. PAST PERFORMANCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)

B12.1 Utilizing the information requested in B10.2 and B11.1 but not limited to this information, the Proponent will be rated by the Project owner identified based on the following criteria:

- (a) Adherence to Project Budget;
- (b) Adherence to Project Schedule;
- (c) Quality of work; and
- (d) Overall satisfaction of the Project owner with the Proponent.

B13. PROJECT UNDERSTANDING, METHODOLOGY AND SCHEDULE (SECTION F)

B13.1 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. The methods should include:

- (a) the collaborative process/method to be used by the Key Personnel of the team in the various tasks of the Project;
 - (i) Include activities to be performed outside the City of Winnipeg either by the Proponent's staff or by Subconsultants.
 - (ii) Identify proposed arrangements involving out-of-town staff to participate in coordination and review functions.
- (b) 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.

B13.2 Proposals should address the Methodology that the Proponent intends to use to carry out the Scope of Services.

- (a) Methodology should be presented in accordance with the Scope of Services identified in D6; and
- (b) Indicate the method for gathering data that would achieve the accuracies and precisions as specified in the Scope of Services.
- (c) Indicate the processes to be used for carrying out
 - (i) Subsurface utility engineering including
 - (i) the use of geophysics equipment and instruments or other methods for detecting pipes made from Polyvinyl chloride (PVC) or high density polyethylene (HDPE);
 - (ii) Proposed method(s) for carrying out quality survey A for test holes 4m to 6m in depth; and
 - (iii) Proposed method(s) for carrying out quality survey A for test holes 10m to 15m in depth.
 - (ii) The composite base plan.

B13.3 The Proposal should identify the team's understanding of the broad functional and technical requirements by

- (a) clearly identifying and explaining work activities;
- (b) stating assumptions and interpretations of the Scope of Services;
- (c) stating the Proponents' understanding of the constraints that may affect the work;

- (d) indicating activities and services to be provided by the City;
- (e) specifying the number of hours assigned to each task and per key personnel; and
- (f) stating other information that conveys the Proponent's understanding of the Project requirements.

B13.4 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.

B13.5 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.

- (a) The Proponent shall allow a minimum of 3 weeks for City review.

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; and
- (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

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 subsurface utility engineering services and AutoCAD base plans for projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) upon request of the Project Manager the Security Clearances as identified in PART E -

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 names of the Bidders and the Contract amount of the successful Bidder 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 and Subconsultants; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Past Performance Of Proponent And Subconsultants (Section E) 5%
- (g) Project Understanding, Methodology and Schedule (Section F) 30%

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 and Subconsultants will be evaluated considering the experience of the organization on Projects similar to the Scope of Services specified in D6 as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects similar to the Scope of Services specified in D6.

- B20.7 Further to B20.1(f), Past Performance of Proponent and Subconsultants will be evaluated considering the information provided in response to B12 including, but not limited to the following criteria
- (a) Adherence to Project Budget;
 - (b) Adherence to Project Schedule;
 - (c) Quality of work; and
 - (d) Overall satisfaction of the Project owner with the Proponent.
- B20.8 Further to B20.1(g), Project Understanding, Methodology and Schedule will be evaluated considering the information provided in response to B13 including, but not limited to the following criteria:
- (a) the appropriateness of the Project Management and Team Organization approach;
 - (b) the consistency and completeness of the Methodology;
 - (c) appropriateness of hours assigned to individual tasks and per person;
 - (d) the Proponent's understanding of the project and its constraints;
 - (e) the completeness and consistency of the project schedule;
 - (f) the appropriateness of the timelines provided; and
 - (g) other information that conveys the Proponent's understanding of the Project requirements.
- B20.9 Notwithstanding B20.1(d) to B20.1(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.

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 City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

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:

Remi Adedapo, M.A.Sc., P.Eng.

Email: radedapo@winnipeg.ca

Telephone No. 204 986-5496

Facsimile No. 204 224-0322

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

D2.3 Proposal Submissions must be submitted to the address in B7.10.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "CI/ASCE 38-02" means Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- (b) "HDPE" means High Density Polyethylene.
- (c) "NEWPCC" means North End Water Pollution Control Centre.
- (d) "PVC" means Polyvinyl chloride.
- (e) "SUE" means Subsurface Utility Engineering.
- (f) "Test Hole" means the same definition used in CI/ASCE 38-02.

D4. BACKGROUND

D4.1 The NEWPCC is located at 2230 Main Street and has been in operation since 1937. A number of projects have evolved on the NEWPCC site since 1937. This project would

- (a) consolidate all existing site plans;
- (b) incorporate existing drawing obtained through aerial survey that identifies the location of surface structures; and
- (c) use subsurface utility engineering processes (quality level A to D as defined in "CI/ASCE 38-02") to locate underground process pipes, conduits, utilities, galleries and services pipes. The information obtained through this process will be incorporated into a composite base plan.

D4.2 The NEWPCC composite base plan is a project under the Winnipeg Sewage Treatment Program that will serve as a base plan for future projects at the NEWPCC site.

D5. CITY RESPONSIBILITIES

D5.1 The City will provide the Consultant with available existing data, drawings and reports necessary to complete the work. These include

- (a) 2011 LiDAR data for ground elevations;
 - (i) This data can be provided to the Consultant in a SHAPE file or AutoCAD drawings. The City could consider other format requests.
 - (ii) The data does not include building elevation
- (b) Legal survey plan as provided and may be in draft form;
- (c) X and Y Coordinates and elevation of four (4) survey control monuments at the project area;
- (d) AutoCAD line drawings from an aerial survey of the project area carried out in 2013; and
- (e) Available existing construction, as-built and/or record drawings in PDF format.

D5.2 The City will also provide the consultant with drawing numbers.

D6. SCOPE OF SERVICES

D6.1 General

D6.1.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this project. These services are specific to Advisory Services.

D6.1.2 Appendix B – Relevant Drawings is a list of drawings applicable to the project.

D6.1.3 Appendix C - Project Area shows the project limit.

D6.2 Task 1: Project Management

D6.2.1 The Consultant shall carry out project management activities to complete the project.

D6.2.2 Project management activities include coordinating project meetings, and distributing minutes. The meetings shall be used to update the City on the status of the project, and to obtain clarifications on the project.

- (a) The Consultant shall allow a minimum of 3 weeks for the City to review all submitted documents and drawings.
- (b) An agenda shall be submitted a week before the meeting.
- (c) As a minimum, the consultant shall allow for project meetings at the completion of the following stages:
 - (i) Quality Level D;
 - (ii) Quality Level C;
 - (iii) Quality Level B & draft composite base plan; and
 - (iv) Quality Level A & final composite base plan.
- (d) If PowerPoint slides are used at the meetings, copies of the slides must accompany the minutes.

D6.2.3 Deliverables

- (a) Submit a project management plan on or before the kick-off meeting. As a minimum, the plan shall include:
 - (i) Scope change management;
 - (ii) Time management: This shall include the schedule submitted under B13. Proponent should note that:
 - i. Progress meetings shall be scheduled when pre-defined milestone are achieved and upon completion of major deliverables;
 - ii. The successful Consultant may be required to make changes to their schedule;
 - iii. The reviewed and approved schedule shall not change during the course of the project;

- iv. If the Consultant is behind schedule, they shall find ways of making up for lost time without affecting the schedule.
 - (iii) Quality Management: The consultant's quality management for this project must address
 - i. Field surveying procedures;
 - ii. Survey and SUE instruments/equipment testing, inspection, maintenance requirements, Instrument calibration and frequency;
 - iii. Data review, verification, and validation;
 - iv. Corrective action process; and
 - v. Quality assurance and control of deliverables.
 - (iv) Risk management : This shall be consistent with the risk management process identified by ISO 31000, including distinct activities for risk identification and analysis, evaluation, response planning, and control through monitoring and review processes using the risk register as a key management tool;
 - (v) Cost management; and
 - (vi) Communications management.
- (b) Monthly project report - The reports shall consists of the following:
 - (i) Maximum of 2 pages;
 - (ii) Work carried out in the previous month;
 - (iii) Work in progress;
 - (iv) Work anticipated for the following month;
 - (v) Percentage completion of the overall project;
 - (vi) Description, action and mitigation of extreme and high risk; and
 - (vii) Information request for the following month; and issues to date.
- (c) Project meeting agenda and minutes.

D6.3 Task 2: Subsurface Utility Engineering

D6.3.1 This tasks includes existing and abandoned subsurface utility structures such as

- (a) Process conduits, chambers and appurtenances;
- (b) Wastewater sewers, water mains, force mains, interceptors and, land drainage sewers;
- (c) Electrical conduits and ground electrodes;
- (d) Underground galleries;
 - (i) Excluding pipes within the galleries
- (e) Wells;
- (f) Power and communication cables; and
- (g) Gas lines.

D6.3.2 The consultant shall carry out a detailed quality level A SUE as specified in CI/ASCE 38-02. The tasks identified under quality levels B to D are also included in the scope of work.

- (a) Review of all applicable existing drawings and consult with the City for oral histories related to the project area– Quality level D.
- (b) Surveying surface features that are appurtenances of existing subsurface utilities and services – Quality level C.
 - (i) The visible structures shall include manholes, catch basins, process valves and chambers, etc;
 - (ii) Provide inlet, outlet, inverts, elevations, direction of flow of the visible structures and confirm their interconnections;
 - i. Include inverts of all pipes in manholes and catch basins;

- (iii) Determine the size, material and location of pipes and conduits.
- (c) Use appropriate surface geophysical methods or other appropriate methods to determine location of subsurface structures – Quality level B. Consultants should note that most
 - (i) Water mains are of PVC material;
 - (ii) Force mains are of HDPE material; and
 - (iii) Sewer interceptors are monolithic concrete.
- (d) Confirm locations of all subsurface utilities using appropriate quality level A processes
 - (i) Select an appropriate method of gathering data that will achieve the following accuracies
 - i. Vertical 15mm
 - ii. Horizontal 100mm
 - (ii) The Consultant shall provide X and Y coordinates and elevation for pipes at bends, pipe crossings, valve chambers, at locations where pipes tie into buildings and at 40 m intervals of straight stretches of pipe.
 - (iii) The coordinate system shall be Geodetic Datum NAD83 -1986 realization. **The Consultant should note that the City shall not accept the CSRS version of NAD 83.**
 - (iv) The Consultant shall confirm all the quality level A survey locations with the Project manager before proceeding with the survey.
 - (v) The Consultant shall restore all disturbed area to original condition.
 - (vi) The Consultant shall coordinate with Manitoba Telecommunications Services (MTS), SHAW and Manitoba Hydro for locates as required.

D6.3.3 Deliverables

- (a) Submit a technical memorandum addressing all work done to date in Microsoft Word format.
- (b) Submit a draft composite base plan up to quality level B survey as follows:
 - (i) The plan shall incorporate
 - i. all data gathered through D6.3;
 - ii. the legal plan provided by the City;
 - iii. ground elevations from the LIDAR data;
 - iv. the AutoCAD line drawing specified in D5.1(d); and
 - v. resolved differences between designated utilities, utility records and surveyed appurtenances.
 - (ii) Drawings shall be provided in PDF and AutoCAD formats, and in hardcopies
 - i. The consultant shall propose AutoCAD layering convention for City Review.
 - ii. AutoCAD drawings shall be in version 2012 or older.
 - iii. Drawing numbers shall be obtained from the City.
 - (iii) Submit five hardcopies each of the following:
 - i. Parcel A and B (see Appendix C for location of Parcels) on Paper size A0 (1189mm x 841mm);
 - ii. Parcel B on Paper size A1 (841mm x 594mm);
 - iii. Parcel A printed into four quadrants on Paper size A0 (1189mm x 841mm) each;
 - iv. All drawings shall reflect proper drawing standards;
 - v. Each drawing in (i), (ii) and (iii) above shall have reasonable overlaps into adjacent quadrants or parcels; and
 - vi. All surveyed structures on each drawing shall be annotated.
- (c) Submit a final composite base plan that include the quality level A surveys.

- (i) The plan shall incorporate all data gathered in quality survey A surveys into the draft composite base plan submitted in D6.3.5 (b) with all differences between depicted levels resolved.
- (ii) The consultant shall incorporate all corrections, revisions, and comments provided by the City.
- (iii) Drawings shall be submitted in accordance with D6.3.5(b)ii to D6.3.5(b)vi. In addition;
 - i. Indicate test hole symbols at the quality level A survey locations;
 - ii. Provide unique identification numbers for each test hole; and
 - iii. Using a table on each drawing, show the identifier, corresponding coordinates for each utility in the test hole, ground elevation and actual depth of utility. The table should only contain test hole information related to the particular drawing.
- (iv) The consultant shall include a reliance letter for work carried out in D6.3.
- (v) The consultant shall submit red line drawing of existing drawings provided by the City.
 - i. The Consultant shall identify drawings that should be deemed obsolete as a result of the composite base plan; and
 - ii. Submit the redline drawings in PDF format and one hardcopy in the size of the original PDF files.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D7.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. INSURANCE

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

- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a). Any Contractors or subcontractors hired in connection with the work must provide comparable insurances as per section D9.2 (a) and D9.2 (b)
- D9.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D9.10.
- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.8 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.
- D9.9 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 D9.8.

- D9.10 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

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 D8;
 - (ii) evidence of the insurance specified in D9; and
 - (iii) security clearances specified in Part E
 - (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 November 14, 2013.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit draft composite base plan up to quality level B by March 31, 2014
 - (b) Submit final composite base plan two (2) months after City provides approval for quality level A survey.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on the NEWPCC ;
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.2 Prior to the commencement of any Work specified in E1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1.

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

1. INTRODUCTION

- 1.1 It is the intent of the City of Winnipeg, in defining Professional Consultant Services (Consulting Engineering Services), to clarify the role required of consulting Engineers; to more fully identify the services to be rendered by consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by consulting Engineers to the City and to third parties in the provision of such services.
- 1.2 The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of a professional Engineer. All drawings, reports, recommendations and other documents, originating there from involving the practice of professional engineering, shall bear the stamp or seal and signature of a qualified Engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba. Other reports and documents not involving the "practice of professional engineering", such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the consulting Engineer and accepted by the City. Progress estimates, completion certificates and other reports related to the technical aspects of a project, must be endorsed by the Engineer in a manner acceptable to the City.

2. ADVISORY SERVICES

- 2.1 Advisory services are normally not associated with or followed by preliminary design and/or design services, and include, but are not limited to:
- (a) Expert Testimony;
 - (b) Appraisals;
 - (c) Valuations;
 - (d) Rate structure and tariff studies;
 - (e) Management services other than construction management;
 - (f) Feasibility studies;
 - (g) Planning studies;
 - (h) Surveying and mapping;
 - (i) Soil mechanics and foundation engineering;
 - (j) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
 - (k) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

3. PRELIMINARY DESIGN

- 3.1 Preliminary design services are normally a prelude to the detailed design of a project and include, but are not limited to:
- (a) Preliminary engineering studies;
 - (b) Engineering investigation;
 - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - (d) Operations studies including drainage studies, traffic studies, etc.;
 - (e) Functional planning;

- (f) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (g) Preparation and submission of a report and appropriate drawings to the City, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of project implementation;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application.

4. DETAILED DESIGN

4.1 Detailed design services normally involve preparation of detailed designs, tender specifications and drawings, and analysis of bids and recommendations for contract award, and include, but are not limited to:

- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to Utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate Regulatory approval agencies and stakeholders;
- (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- (c) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City;
- (d) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of acceptance by the City;
- (e) Preparation and provision to the City in written form, a fully detailed formal construction contract estimate;
- (f) Provision of appropriate response to bidders and advice to the City during the bid period and, subject to acceptance by the City, issuing addenda to the tender documents;
- (g) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the City;
- (h) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons therefore.

5. CONTRACT ADMINISTRATION SERVICES

5.1 Contract administration services are associated with the construction of a project and include the office and field services required to ensure the conduct of the project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications; and include but are not limited to:

5.2 NON-RESIDENT SERVICES

- (a) Consultation with and advice to the City during the course of construction;
- (b) Review and acceptance of shop drawings supplied by the contractor or supplier to ensure that the drawings are in conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (c) Review and report to the City upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure to the City conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;

- (d) Acceptance of alternate materials and methods, subject to prior acceptance by the City, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision to the City of a complete current report on the project status on a monthly basis;
- (f) Provision to the City a current update of revised contract-end cost estimate on a monthly basis, or more frequently if found necessary, with explanation and justification of any significant variation from the preceding contract-end cost estimate;
- (g) Definition and justification of and estimate of cost for additions to or deletions from the contract for authorization by the City;
- (h) Furnishing the City with a copy of all significant correspondence relating directly or indirectly to the project, originating from or distributed to, parties external to the consulting Engineer, immediately following receipt or dispatch of same by the consulting Engineer;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consultant;
- (j) Establishment prior to construction and submission to the City of written and photographic records of, and assessment of the physical condition of adjacent buildings, facilities, and structures sufficient to equip the consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, which meetings shall include representatives of the contractor and the City;
- (l) The preparation and submission of:
 - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation contract required to complete the Works.

5.3 RESIDENT SERVICES

- (a) Provision of qualified resident personnel acceptable to the City present at the project site to carry out the services as specified immediately below, without relieving the contractor of his contractual and other legal obligations in respect thereof:
 - (i) inspection of all pipe prior to installation;
 - (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - (iv) "full time inspection" and/or testing of watermains and sewers;
 - (v) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements.

5.4 It is to be understood that "full time inspection" will require assignment of a qualified person to each specific location when the referenced work is being undertaken by the contractor.

- (a) Without relieving the contractor of his contractual and other legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications;

- (b) Co-ordination and staging of all other works on the project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and City or developer work;
- (c) In conjunction with the City, provision of notice to adjacent residents and businesses of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (d) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision of reference line and elevation to the contractor and checking upon the contractor's adherence thereto, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (f) Responsible, sensitive, and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the City;
- (g) Arranging for and carrying out of testing of materials utilized by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (h) Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications;
- (i) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite project review meetings including representatives of the contractor and the City;
- (j) Promptly reporting to the City upon any significant and unusual circumstances;
- (k) Promptly arranging for and taking part in a detailed final inspection of the project with the contractor and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract for the project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed project;
- (l) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (m) Prepare a Certificate of Substantial Performance;
- (n) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (o) Prepare a Certificate of Total Performance;
- (p) Provision of inspection services during the maintenance guarantee period of the contract;
- (q) Undertake a detailed inspection of the project with the contractor and the City prior to the end of the period of contractor maintenance guarantee specified in the contract for the project;
- (r) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (s) Prepare a Certificate of Acceptance.

6. ADDITIONAL SERVICES

- 6.1 Additional services are in addition to those specified in other Types of Services and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Standard Consulting Engineering Services in respect of other Types or Categories of Services.
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the City;

- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Start-up and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City; and
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings

APPENDIX B – RELEVANT DRAWINGS

The following drawings are included

<u>Item #</u>	<u>Drawing Number</u>	<u>Drawing Title</u>
1.	093_R00	Greater Winnipeg District _ Main Interceptor _ Plan and Profile _ Plant to Main St.
2.	1-0101A-C0002-001-R01	NEWPCC Hauled liquid waste Receiving Facility – Underground services
3.	1-0101A-C0003-001_RA	NEWPCC Hauled Liquid Waste Receiving Facility – Grading and Drainage Plan
4.	1-0101A-C0004-001_RA	NEWPCC Hauled Liquid Waste Receiving Facility – Leachate and Sludge Forcemains
5.	1-0101A-C0004-002_RA	NEWPCC Hauled Liquid Waste Receiving Facility – Leachate and Sludge Forcemains
6.	1-0101A-C0005-001_RA	NEWPCC Hauled Liquid Waste Receiving Facility – Leachate Forcemain
7.	1-0101A-E0005-001_RB	NEWPCC Hauled Wastewater Receiving Facility – Hauled Wastewater and Leachate Receiving Buildings _ Site plan, Trench Buildings _ Site Plan Details
8.	1-0101A-E0011-001_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor routing
9.	1-0101A-E0011-002_R01	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
10.	1-0101A-E0011-003_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
11.	1-0101A-E0011-004_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
12.	1-0101A-E0011-005_R01	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
13.	1-0101A-E0011-006_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
14.	1-0101A-E0011-007_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
15.	1-0101A-E0011-008_R00	NEWPCC _ Grounding Upgrades_ Site Plan _Grounding Conductor Routing
16.	1-0101A-M0001-001_RA	NEWPCC Hauled Wastewater Receiving Facilities – Hauled Wastewater Receiving Building _ Mechanical Site plan
17.	1-0101C-C0003-001_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil General Arrangement Site Utilities
18.	1-0101C-C0004-001_R03	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil Part Plan and Details Chemical Unloading Areas

19.	1-0101C-C0005-001_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _ Watermains _Plan and Profile Sheet 1
20.	1-0101C-C0005-002_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _ Watermains _Plan and Profile Sheet 2
21.	1-0101C-C0005-003_R01	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _ Watermains _Plan and Profile Sheet 3
22.	1-0101C-C0006-001_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _Centrate Feed Line and Treated Centrate Return Line _ Plan and Profile Sheet 1
23.	1-0101C-C0006-002_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _Centrate Feed Line and Treated Centrate Return Line _ Plan and Profile Sheet 2
24.	1-0101C-C0007-001_R02	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _RAS, WAS and Flushing Water Plan Profile
25.	1-0101C-C0008-001_R03	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _Land Drainage Plan and Profile
26.	1-0101C-C0009-001_R03	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Civil _Paving and Grading Plan
27.	1-0101C-S0025-001_R03	NEWPCC Centrate Nutrient Treatment Nitrogen Removal Facility _ Shoring Site Plan
28.	1-0101D-E0009-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding_ Digester West Electrical Room
29.	1-0101D-E0010-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding_ Digester East Electrical Room
30.	1-0101F-C0001-001_R02	NEWPCC Centrate Nutrient Treatment Phosphorus Removal Facility Contract #1_ Civil _ Existing Site Plan and Removals and Access and Laydown areas
31.	1-0101F-C0002-001_R02	NEWPCC Centrate Nutrient Treatment Phosphorus Removal Facility Contract #1_ Civil _ Site Utilities and Details
32.	1-0101G-E0004-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding_ Grit building West
33.	1-0101M-E0015-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding_ Main Building South
34.	1-0101P-C0001-001_R02	NEWPCC _Partial Site Plan
35.	1-0101P-C0002-001_R01	NEWPCC _Primary Clarifiers Site Plan
36.	1-0101P-E0045-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding _ Primary Clarifiers building

37.	1-0101R-E0013-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout _Grounding_ Oxygen Reactor Electrical Room
38.	1-0101S-E0004-001_R01	NEWPCC _ Grounding Upgrades_ Plan Layout Grounding_ Blower Building
39.	1-0101S-E0005-001_R00	NEWPCC _ Grounding Upgrades_ Plan Layout Grounding_ Fan House
40.	1-0101U-C0001-001_R02	NEWPCC _Secondary Effluent UV Disinfection Facility _ Site Works _Sewer and Water Servicing, Paving and Grading
41.	1-0101U-E0005-001_R03	NEWPCC _Secondary Effluent UV Disinfection Facility _ Electrical _ UV Facility Site Plan
42.	1-0101U-G0001-001_R02	NEWPCC _Secondary Effluent UV Disinfection Facility _ Site Works _Existing Site Plan _ Removals and Construction Limits
43.	1-0101W-E0006-001_R01	NEWPCC _ Grounding Upgrades_ Plan Layout Grounding_ Dewatering Building
44.	127_R00	Outfall Sewer Plan and Profile Sta. 0+00 to Sta. 7+00
45.	466-12A_R05	North End Sewage Treatment Plant_ Sludge Forcemain _ Sta. 141+38.06 to 171+36.58
46.	484_R00	Sewage Disposal _ Northeast Interceptor Stage 1 Section A _ Plan and Profile_Sta.0+66.35 to Sta. 11+00
47.	489_R00	Sewage Disposal_ Northeast Interceptor Stage 1 Gate Chamber
48.	906_R00	Northwest Interceptor Leila to NEWPCC_ Section B-Bergen Cut-off Rd. to NEWPCC_ Sta. 23+00 to Sta. 48+00
49.	907_R00	Northwest Interceptor Leila to NEWPCC _ Section B-Bergen Cut-off Rd. to NEWPCC_ Sta. 48+00 to Sta. 73+00
50.	908_R00	Northwest Interceptor Leila to NEWPCC _ Section B-Bergen Cut-off Rd. to NEWPCC_ Sta. 73+00 to Sta. 94+45.71
51.	Drawing 1_R00	Tower Cables _ MTS _fibre
52.	MP-192_R00	Greater Winnipeg District_ Plan of Drainage and paving of Sewage Treatment Plant Landscaped grounds
53.	MP-32_R00	Greater Winnipeg District_ Surface Drain for North Half of treatment Plant
54.	MS-20C_R00	Northwest Interceptor _ Sludge Forcemain
55.	MS-22C_R00	Main Interceptor _ Northwest Interceptor Stage 2
56.	NEP-0001_R00	North End Sewage Treatment Plant _ Contract A _ Site Plan

57.	NEP-0200_R00	North End Sewage Treatment Plant _ Contract A - Miscellaneous _ Electrical - Grounding schematic
58.	NEP-0204_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Electrical - Overall Cable Routing Plan
59.	NEP-0206_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Yard Piping - Sewer Layout Plan
60.	NEP-0207_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Yard Piping – Plan and Profile of Sewers
61.	NEP-0208_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Yard Piping – Plan and Profile of Sewers
62.	NEP-0214_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Lawn Sprinkler Layout East of Main Building
63.	NEP-0215_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Lawn Sprinkler Layout West of Main Building
64.	NEP-0216_R00	North End Sewage Treatment Plant _ Contract A-Miscellaneous _ Mechanical _ Potable Water Flow Diagram
65.	NEP-0218_R02	North End Sewage Treatment Plant_ Contract B – General _ Site Plan
66.	NEP-0313_R00	North End Sewage Treatment Plant _ Contract B-Miscellaneous _ Yard piping
67.	NEP-0862_R00	North End Sewage Treatment Plant _ Contract A- Yard Piping Revised Location of Digested Sludge Line
68.	NEP-0918_R02	NEWPCC _ Primary Clarifier Addition _ Site Plan
69.	NEP-1046_R02	NEWPCC _ Secondary Treatment Expansion_ Oxygen Reactor tanks_ Municipal_ Site improvements_ Site Plan
70.	NEP-1049_R02	NEWPCC _ Secondary Treatment Expansion_ Oxygen Reactor tanks_ Municipal_ Site improvements_ Land Drainage Sewer
71.	NEP-1086_R02	NEWPCC _ Secondary Treatment Expansion_ Oxygen Reactor tanks_ Electrical Site Plan
72.	NEP-1104_R02	NEWPCC _ Secondary Treatment Expansion_ Oxygen Reactor tanks_ Electrical _Overall Site Plan
73.	NEP-1298_RA	NEWPCC _ Sludge Digestion Expansion _ Land Drainage Sewer and Road Construction Plan and Profile
74.	NEP-1299_RA	NEWPCC _ Sludge Digestion Expansion _ Site Grading Plan

75. NEP-1368_R02 NEWPCC _ Secondary Treatment Expansion_ Secondary Clarifiers _General _ Site Plan and Hydraulic Profile
76. NEP-1369_R02 NEWPCC _ Secondary Treatment Expansion_ Secondary Clarifiers _General _ Part Site Plan and Details
77. NEP-1581_R07 NEWPCC _ Sludge Dewatering Facility – Municipal _ Road Construction
78. NEP-1582_R01 NEWPCC _ Sludge Dewatering Facility – Municipal _ Underground Services
79. NEP-1795_R01 NEWPCC _ Septage Facilities _ Mechanical _ Site Plan
80. NEP-1796_R01 NEWPCC _ Septage Facilities _ Mechanical _ Partial Site Plan and Details
81. NEP-1802_R01 NEWPCC Sludge Tank Mixing – General _Site Plan
82. NEP-1809_R01 NEWPCC _ Pre-Treatment Building _ General
83. NEP-1819_R00 NEWPCC _ Temporary Office Trailer Site Plan
84. NEP-1916_R00 NEWPCC _ Site Plan
85. NEP-1917_R00 NEWPCC _ Site Plan
86. NEP-1918_R00 NEWPCC _ Site Plan
87. NEP-2103_R00 Greater Winnipeg District _ Title Plan Showing Location of Structure on Plant Site
88. NEP-2278_R01 NEWPCC _ Watermain Renewal _ Main Street to Administration Building
89. NEP-2286_R00 NEWPCC _ Site Plan
90. PE-52_R00 Greater Winnipeg Sewage District_ Plan and profile of new 12” Sewer Pipe from Elutriation. Building to Main Interceptor
91. PE-55_R00 Greater Winnipeg Sewage District_ Plan and profile of new 15” Sewer Pipe from new 145’ Diameter Clarifier to Catch Basin on 18” Diameter Sewer North of treatment Plant

APPENDIX C – PROJECT AREA

APPENDIX C: PROJECT AREA

PARCEL B

PARCEL A

CP RAIL

MAIN STREET

FERRIER STREET

