



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1064-2016**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
DESIGN AND CONTRACT ADMINISTRATION FOR THE SEINE RIVERBANK  
STABILIZATION AT THE BRANCH 1 AQUEDUCT**

**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 DESIGN AND CONTRACT ADMINISTRATION FOR THE SEINE RIVERBANK STABILIZATION AT THE BRANCH 1 AQUEDUCT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 15, 2016.

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 Department's Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Department's Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Department's Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 Responses to enquiries which, in the sole judgment of the Department's Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Department's Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Department's Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Department's Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Department's Project Manager. Failure to restrict correspondence and contact to the Department's Project Manager may result in the rejection of the Proponent's Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Department's Project Manager in writing.

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

B5.1 The Department's Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Department's Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 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>

B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding, Methodology and Schedule (Section E) in accordance with B11.

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

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

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) If the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) If the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) If the Proponent is a corporation, the full name of the corporation shall be inserted; and
- (d) If the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 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; and
- (d) If the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B8. FEES (SECTION B)**

- B8.1 The 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.
- B8.2 The Proposal shall include a Fixed Fee for all phases identified in PART E - Scope of Services except for E6 Resident Services.
- B8.3 Include a Time Based Fee for E6 Resident Services for both Phase 1 and Phase 2.
- (a) The proposal shall include a Time-Based Fee schedule calculated on a time basis for E6 Resident Services.
  - (b) Time based fees shall be based on one inspector providing full time inspection services as described in E6 Resident Services.
  - (c) For proposal purposes these fees should be based on 300 hours of inspection for Phase 1 and 300 hours of inspection for Phase 2.
  - (d) The number of hours listed in B8.3(c) is to be considered approximate only. The City will use this number for the purpose of comparing bids.
  - (e) The number of hours for which payment will be made to the Consultant for Resident Services is to be determined by the actual amount of hours worked by the Consultant.
- B8.4 In addition to the Form B Fees, proposals shall also include detailed description of the Fixed Fees according to the Scope of Services, refer to Appendix B for a sample. Details shall include as a minimum:
- (a) The work activities and Deliverables of the proposed Services;
  - (b) The respective number of hours per work activity per task per each proposed individual;
  - (c) Applicable hourly rates of proposed individuals;
  - (d) Total cost for each phase as identified in PART E - Scope of Services; and
  - (e) The associated disbursements.
- B8.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.6 The Fee Proposal shall include an allowance for Allowable Disbursements as defined in C1.1(b).
- B8.6.1 Further to B8.6, An allowable disbursement of \$50,000 for the cost of any associated sampling, materials testing and drilling as specified in E4.2.4(c) and E4.3.2(a) has been included on Form B as the City's estimate of costs for these disbursements. These are to be included in the calculation of total fees proposed by the Proponent.
- B8.7 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.8 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.
- B8.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.10 If the City requires additional services, the rates to be used will be based on the rates provided in the Proponent's proposal.

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 Proposals should include:

- (a) Details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of the Project and contract administration services on up to three Projects of similar complexity, scope and value.

B9.2 For each Project listed in B9.1(a), the Proponent should submit:

- (a) Description of the Project;
- (b) Role of the consultant;
- (c) Project's original contracted cost and final cost;
- (d) Project schedule (anticipated Project schedule and actual Project delivery schedule);
- (e) Project owner; and
- (f) Reference information (consisting of two (2) current names, email addresses and telephone numbers). All references provided by the Proponent shall be current and correct.

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant Project listings.

B9.3 The Proposal should include general firm profile information (maximum 10 pages), including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for Projects of similar complexity, scope and value, including the principals-in-charge, the Consultant's Representative, managers of the key disciplines, lead inspectors and lead designers.

B10.3 For key personnel include:

- (a) Educational background and degrees;
- (b) Professional recognition;
- (c) Job title;
- (d) Years of experience in current position;
- (e) Years of experience in design and construction; and
- (f) Years of experience with existing employer.

B10.4 Identify roles of each of the Key Personnel in the organizational chart referred to in B10.1.1.

B10.5 For each person identified, list at least two comparable Projects in which they have played a primary role. If a Project selected for a key person is included in B9, provide only the Project name and the role of the key person. For other Projects provide the following:

- (a) Description of Project;
- (b) Role of the person;
- (c) Project Owner; and
- (d) Reference information (two current names with telephone numbers per Project). All references provided by the Proponent shall be current and correct.



B10.6 Effective January 1, 2018, the City reserves the right to stipulate that any Projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2;

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 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.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in Part E.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) The team's understanding of the overall objectives and Deliverables of the work;
- (b) The team's understanding of the constraints that will affect the undertaking of the work;
- (c) The proposed Project budget and schedule;
- (d) The team's understanding of key considerations that could affect Project budget and schedule;
- (e) The City's staff and resource requirements to facilitate this Project; and
- (f) Any other issue that conveys the team's understanding of the Project requirements.

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in PART E - PART E - Scope of Services.

B11.6 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar Project management software. The schedule shall include:

- (a) Work breakdown structure (WBS);
- (b) Resource assignments;
- (c) Durations (weekly timescale);
- (d) Milestone dates or events;
- (e) Critical dates for review;
- (f) Anticipated approval processes by the City during the applicable phases;
  - (i) A minimum of two (2) weeks should be allowed for completion of these processes;
- (g) Project meetings; and
- (h) Submission dates for required Deliverables.

**B12. DISCLOSURE**

B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.2 The Persons are:

- (a) UMA Engineering Ltd. (now AECOM Canada Ltd.)
- (b) AECOM Canada Ltd.

### **B13. QUALIFICATION**

B13.1 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;
- (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; and
- (d) Have or establish and staff an office in Winnipeg for the duration of the Project.

B13.2 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>

B13.3 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 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;
- (b) Be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (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;
- (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 Department's Project Manager, provide the Security Clearances as identified in PART F - SECURITY CLEARANCE.

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Department's Project Manager, further proof satisfactory to the Department's Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B13.5 The Proponent shall provide, on the request of the Department's Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Department's Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B14.3 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.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Department's Project Manager.

### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished 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.

### **B16. WITHDRAWAL OF OFFERS**

B16.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

### **B17. INTERVIEWS**

B17.1 The Department's Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

### **B18. NEGOTIATIONS**

B18.1 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.

B18.2 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.

- B18.3 If, in the course of negotiations pursuant to B18.2 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.

## **B19. EVALUATION OF PROPOSALS**

B19.1 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding, Methodology and Schedule (Section E) 30%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants (Section C) will be evaluated considering the information provided in response to B9, including but not limited to the following criteria:

- (a) Ability of Proponent to complete the job;
- (b) Similarity of the Proponent's past Projects; and
- (c) Success of the Proponent on past Projects.

B19.5.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants will be rejected in accordance with B19.3.

B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project (Section D) will be evaluated considering the experience and qualifications of the Key Personnel on Projects of comparable size and complexity, considering the information provided in B10, including but not limited to the following criteria:

- (a) Similarity of Key Personnel past Projects, with an emphasis on past experience related to slope stabilization Works;
- (b) Appropriateness of related years of experience of the Key Personnel;
- (c) Relevancy of experience of the Key Personnel; and
- (d) Appropriateness of approach to overall team formation and coordination of team members.

B19.6.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project will be rejected in accordance with B19.3.

- B19.7 Further to B19.1(f), Project Understanding, Methodology and Schedule (Section E) will be evaluated considering the information provided in response to B11 including, but not limited to the following criteria:
- (a) Appropriateness of the Project Management Approach;
  - (b) Consistency and completeness of the Methodology;
  - (c) Appropriateness of hours assigned to individual tasks per Person;
  - (d) Proponent's understanding of the Project and its constraints;
  - (e) Completeness and consistency of the Project schedule and appropriateness of the timelines provided; and
  - (f) Demonstration of insight beyond the information that was presented in this Request for Proposal.
- B19.7.1 Proposals that receive less than half the available evaluation points for Project Understanding, Methodology and Schedule will be rejected in accordance with B19.3.
- B19.8 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.
- B19.9 The City reserves the right to conduct an independent verification of information in the Proposal Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B19.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B17.

## **B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B20.5.1 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.

- B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Department's Project Manager.
- B20.8 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](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. DEPARTMENT'S PROJECT MANAGER**

D2.1 The Department's Project Manager is:

Jessica McCombe, P.Eng.

Telephone No. 204-986-8663

Email Address: jmccombe@winnipeg.ca

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

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

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "Class 1 Estimate" means an estimate with an expected accuracy within +10% to -5%.
- (b) "Class 3 Estimate" means an estimate with an expected accuracy within +30% to -20%.
- (c) "FTP" means file transfer protocol.
- (d) "GPS" means global positioning system.
- (e) "IAP2" means International Association for Public Participation.
- (f) "RFP" means Request for Proposal.
- (g) "the Department" means Water and Waste Department of the City of Winnipeg.
- (h) "WBS" means work breakdown structure.

#### **D4. BACKGROUND**

D4.1 The Branch 1 Aqueduct is a 1676mm internal diameter reinforced concrete pipe supported on a concrete saddle and mat. The section of the Branch 1 Aqueduct at the Seine River crossing was completed in 1918 and was installed in a shored trench, approximately 3.4m wide, within lacustrine clays that overly glacial till. The round and sawn timbers used to shore the trench were left in place on either side of the pipe. The timbers can be seen protruding from the river bed at low water levels.

D4.2 The Seine River's east bank at the Branch 1 Aqueduct crossing is on a relatively straight section of the river just downstream of the inside bend. Modifications to the riverbank have occurred since 1918 and a considerable amount of fill has been placed between the corner of Rue Notre Dame / Rue Maisonneuve and the river. This portion of the east bank has also been landscaped.

D4.3 A riverbank stability assessment report on the Branch 1 Aqueduct at the Seine River was completed in 1999 by UMA Engineering Ltd. to assess the stability of the east and west banks of the Seine River in the areas adjacent to the Branch 1 Aqueduct.



- D4.4 A conceptual design report of remedial measures for the Branch 1 Aqueduct at the Seine River siphon was completed in 2000 by UMA Engineering Ltd. For the west riverbank, the report recommended to design and install rock columns immediately to stabilize the riverbank. For the east riverbank, the report recommended to defer stabilization works until performance monitoring data indicated an unacceptable risk to the Aqueduct from observed movements.
- D4.5 In the winter of 2001, the west bank of the Seine River at the Branch 1 Aqueduct crossing was stabilized with rockfill columns. Stabilization works on the east side of the Seine River was deferred. In the interim, periodic monitoring of the slope was maintained to detect any changes in the behavior of the riverbank.
- D4.6 In 2010 a conceptual design report was completed by AECOM Canada Ltd. to evaluate current stability conditions, update the stabilization measures presented in the 2000 report and evaluate additional stabilization alternatives.
- D4.7 In June 2015, AECOM was engaged to assess the condition of the existing instrumentation and obtain current readings (where possible). No piezometers were operative and only three (3) slope inclinometers were operable.
- D4.8 In December 2015, AECOM was engaged to monitor the three existing slope inclinometers and to supply, install and monitor two (2) new piezometers on a quarterly basis for a period of two years.
- D4.9 The Department uses a factor of safety of 1.5 for riverbank stabilization works. In undertaking stabilization works and any construction activities in close proximity to the Branch 1 Aqueduct, the Department has three concerns:
- (a) Lateral movement from column excavations in close proximity to the Branch 1 Aqueduct;
  - (b) Vibration impacts on the Branch 1 Aqueduct when vibrating fill in rockfill columns; and
  - (c) Construction/equipment loading and vibration on the Branch 1 Aqueduct.
- D4.10 The Department is most likely not able to shut down the Branch 1 Aqueduct before, during or after construction.
- D4.11 Drawing D-14516 on the City's FTP site was created by the Department in 2017 to show a temporary sleeving system process that was used in the past to mitigate lateral soil displacement when drilling in close proximity to large diameter water pipes. The temporary sleeving system shown on Drawing D-14516 was successfully used on the following:
- (a) Four (4) Hydro transmission tower bases in very close proximity to the suction and discharge headers at the McPhillips Pumping Station and Reservoir site.
  - (b) Thirty eight (38) hydro transmission tower bases in very close proximity to the Branch 1 Aqueduct and the Fort Garry/St. Vital Feeder main at the Bus Rapid Transit site.

## **D5. RELEVANT DOCUMENTS**

- D5.1 Relevant documents and drawings are available on the City's file transfer protocol (FTP) site by request to the Department's Project Manager. Refer to Appendix D for a listing of the relevant documents and drawings.
- (a) In order to be provided with access to the City's FTP site, the Proponent will be required to sign a non-disclosure agreement prior to receiving the documents and drawings, Appendix E includes a sample non-disclosure agreement.

## **D6. GENERAL REQUIREMENTS**

- D6.1 General Requirements of the Consultant
- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.

- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
- (b) Final design documents irrespective of the level of design shall have an engineer's seal.
- (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.

D6.1.2 Progress estimates, completion certificates and other reports related to the technical aspects of this Project, shall be endorsed by the Consultant's Contract Administrator in a manner acceptable to the City.

D6.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.

D6.1.4 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.

#### D6.2 General Requirements for Project Deliverables

D6.2.1 Project deliverables include but are not limited to technical memoranda, drawings and cost estimates.

D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.

D6.2.3 Where possible, all documents provided as PDF shall be searchable.

D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document.

D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the Department's Project Manager.

#### D6.3 General Requirements for the Technical Memorandum

D6.3.1 The City requires a technical memorandum to be prepared as part of the Design Services. The technical memorandum shall include sufficient evaluation documentation, including but not limited to:

- (a) Background information.
- (b) Review of options.
- (c) Cost comparison.
- (d) Life cycle cost analysis.
- (e) Conclusions.
- (f) Recommendations.

D6.3.2 The technical memorandum shall be written as a standalone document and submitted separately for review. All City review comments shall be incorporated into the final technical memorandum.

#### D6.4 General Requirements for Drawings

- D6.4.1 The drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records and topographic survey.
- D6.4.2 All profile components of drawings shall be in natural scale.
- D6.4.3 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
- D6.4.4 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.4.5 All drawings shall be submitted in AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.
- D6.5 General Requirements for Cost Estimates
- D6.5.1 Complete cost estimates as listed in PART E - Scope of Services.  
(a) Submit all cost estimates using the Basis of Estimate form found in Appendix C.
- D6.6 General Requirements for Photographs
- D6.6.1 All photographs submitted to the City as part of the Project shall include captions with the following information:  
(a) Date photograph was taken.  
(b) Location and orientation where the photograph was taken.  
(c) A brief description of what is depicted by the photograph.
- D6.7 General Requirements for Meetings
- D6.7.1 Schedule and chair Project meetings as listed in E2.6.  
(a) Provide an agenda within two (2) working days of the meeting date.  
(b) Provide meeting minutes within one (1) week of the meeting date.

## **PART E - SCOPE OF SERVICES**

- E1.1 The Services required under this Contract shall consist of providing engineering services for detailed design and contract administration for the stabilization of the Seine River's east riverbank at the Branch 1 Aqueduct crossing in accordance with the following phases as outlined in E2 to E7:  
(a) Project Management  
(b) Preliminary Engineering  
(c) Detailed Design  
(d) Non-Resident Services  
(e) Resident Services  
(f) Post Construction Services
- E1.2 These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg. The "Definition of Standard Consulting Engineering Services" is available for reference in Appendix A.

## **E2. PROJECT MANAGEMENT**

E2.1 The Consultant's Contract Administrator shall be the prime contact for the duration of the Project. The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Department's Project Manager.

E2.2 The Consultant's Contract Administrator shall have demonstrated experience in the design and contract administration of riverbank stability projects and City of Winnipeg Contract Administration procedures.

E2.3 The Consultant's Contract Administrator shall be directly responsible for:

- (a) Managing the Project in accordance with the Project management plan described in E2.4.
- (b) Organizing, chairing, and providing minutes and agendas for Project meetings.
- (c) Liaising with the Department's Project Manager on a weekly basis to provide Project status.
- (d) Submitting monthly progress reports during the preliminary design and detailed design phase. The reports shall consist of a maximum two (2) pages, and include the following as a minimum:
  - (i) Work carried out in the previous month;
  - (ii) Work in progress;
  - (iii) Work anticipated for the following month, including projected person-hours;
  - (iv) Percentage completion of each task and the overall Project;
  - (v) Information requests for the following month;
  - (vi) Issues to date;
  - (vii) Schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
  - (viii) Modifications to the Project management plan;
  - (ix) Budget and actual cost for completed tasks and projected cost for planned tasks; and
  - (x) Modifications to the Project management plan described in E2.4.

E2.4 Project Management Plan

Develop and submit a Project management plan to the Department's Project Manager at least two (2) days prior to the Project kick off meeting. The Project management plan shall include the following at a minimum:

- (a) Scope and Schedule
  - (i) Include the information required in B11.
  - (ii) Provide a Deliverable based WBS that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
  - (iii) Provide a Project schedule, identifying task activities, milestones and responsibilities.
  - (iv) The approved schedule will be used as the Project baseline throughout the Project. Revised schedules will not be accepted.
- (b) Budget
  - (i) Include the information required in B8.
  - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule and cost baselines.
- (c) Quality Management
  - (i) Describe quality management methods used to address quality planning, quality assurance and quality control for the following:

- (i) Field surveying procedures and controls;
  - (ii) Data review, verification, and validation;
  - (iii) City reviews;
  - (iv) Corrective action process; and
  - (v) Quality assurance and control of Deliverables.
- (d) Human Resources
- (i) Describe the team organizational and management approach.
  - (ii) Include an organizational chart.
- (e) Communication
- (i) Describe communication interfaces (organizational, technical and interpersonal) and the roles and responsibilities of each stakeholder.
  - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Health, Safety and Security
- (i) Include a Health and Safety Plan (which will be updated as needed throughout the Project) specific to the Scope of Services.

#### **E2.5 Project Management Deliverables**

- (a) The following Project Management Deliverables are required:
- (i) Project Management Plan.
  - (ii) Monthly progress reports.

#### **E2.6 Meetings**

- (a) Attend meetings with the Department's Project Manager at the following stages:
- (i) Pre-commencement: schedule and chair a Project kick-off meeting after award of the Project to review the Project management plan, scope of work and Project team.
  - (ii) Upon completion of the preliminary design technical memorandum.
  - (iii) Upon completion of the detailed design for both Phase 1 and Phase 2.
  - (iv) Upon completion of the Bid Opportunity documents for both Phase 1 and Phase 2.

### **E3. PRELIMINARY ENGINEERING**

- E3.1 Review all pertinent background information, which can be found on the City's FTP site as described in D5.
- E3.2 Review the October 2010 Conceptual Design Report by AECOM with particular emphasis on Options 2 and 4 from the following perspectives:
- (a) The design and construction of riverbank stabilization works has evolved since 2010; and
  - (b) The Department has become more protective of its regional water infrastructure and consequently has been requiring means and methods to better protect the infrastructure from adjacent construction activities (see D4.9).
- E3.3 Review the temporary sleeving system process on Drawing D-14516 which can be found on the City's FTP site.
- E3.4 Revisit Option 2 and Option 4 of the October 2010 Conceptual Design Report by AECOM to see how the temporary sleeving system can be utilized to mitigate lateral displacements of the Aqueduct.
- (a) Determine if rockfill columns can be constructed in conjunction with the temporary sleeving system.

- (b) Since concrete columns have been successfully constructed in conjunction with the temporary sleeving system, determine if concrete columns would be a suitable substitute to the rockfill columns.
  - (c) For Option 4, if the rockfill/concrete columns are constructed in conjunction with the temporary sleeving system, determine if there is still a requirement to construct the partial retaining wall.
  - (d) For Option 4, review the proximity of the partial retaining wall columns to the Branch 1 Aqueduct and to the Branch 1 Aqueduct underdrain outfall.
- E3.5 Perform a cost analysis comparison of the riverbank stability options based on the results from E3.4(a) to E3.4(d). Cost analysis shall be performed on the following four (4) options:
- (a) Option 2 of the October 2010 Conceptual Design Report by AECOM.
  - (b) Option 2 of the October 2010 Conceptual Design Report by AECOM using temporary sleeving (if appropriate).
  - (c) Option 4 of the October 2010 Conceptual Design Report by AECOM.
  - (d) Option 4 of the October 2010 Conceptual Design Report by AECOM using temporary sleeving (if appropriate).
- E3.6 Of the four options analysed in E3.5, provide a recommendation for the optimal riverbank stability solution for acceptance by the Department. At a minimum, the factor of safety, cost, material availability, construction techniques, construction staging, timing of work, and vibration impacts to the Aqueduct shall be considered.
- E3.7 Prepare and submit a Class 3 cost estimate for the recommended riverbank stability solution as determined in E3.6 using the Basis of Estimate form found in Appendix C.
- E3.8 Submit a draft and final technical memorandum that summarizes the preliminary engineering results from E3.1 to E3.7.

#### **E4. DETAILED DESIGN**

- E4.1 For proposal purposes, the Proponent shall bid assuming the recommended solution determined in E3.6 is Option 4 as described in the October 2010 Conceptual Design Report by AECOM. If the undertakings outlined in E3 substantially change the recommended solution, then the engineering assignment will be revised through a scope change.
- E4.1.1 As detailed in Option 4 of the October 2010 Conceptual Design Report by AECOM, the stabilization works will occur in the following two (2) phases:
- (a) Phase 1:
    - (i) Installation of additional instrumentation for monitoring slope movements.
    - (ii) Detailed design, tender and award for partial retaining wall.
    - (iii) Construction of the partial retaining wall.
  - (b) Phase 2:
    - (i) Interim monitoring of the slope and aqueduct.
    - (ii) Detailed design, tender and award for rockfill columns.
    - (iii) Construction of the rockfill columns.
- E4.2 **Phase 1 Detailed Design:**
- E4.2.1 Detailed Design of Partial Retaining Wall
- (a) Complete the detailed design of the partial retaining wall Works.
  - (b) Work with the Department to develop a contingency plan that can be quickly implemented in response to soil movements that might impact the Aqueduct.
  - (c) Provide detailed engineering drawings of the partial retaining wall Works.

- (d) Complete all necessary horizontal and vertical surveys required to facilitate the partial retaining wall Works.
- (e) Obtain all necessary regulatory approvals for the partial retaining wall Works, including but not limited to: City of Winnipeg Waterways, Provincial Waterways, Manitoba Water Stewardship, Manitoba Conservation, Department of Fisheries and Oceans (DFO), Transport Canada and any other regulatory approvals that may be necessary.
- (f) Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes, including detailed engineering calculations, drawings and criteria employed in the design.
- (g) Prepare and submit a Class 1 cost estimate for construction of the partial retaining wall Works using the Basis of Estimate form found in Appendix C.

#### E4.2.2 Public Engagement

- (a) Identify and prepare a profile of key stakeholders in the immediate area that may be impacted by the Project. This should also include groups with high interest in the outcomes of the Project.
- (b) Develop and distribute content for communication with stakeholders. This may include, but may not be limited to: letters and updates to residents, press releases, social media and advertisements.
- (c) Arrange targeted meetings as necessary to inform the public and stakeholders of the Work and the potential short and long term benefits of the Project.
- (d) Develop and implement one Public Open House at the beginning of the detailed design process for Phase 1. During the Open House, the Consultant will present the preferred alternative, respond to comments and questions, and document feedback for inclusion in the design process.

#### E4.2.3 Existing Utilities

- (a) 50mm Gas Line Along Notre Dame Street
  - (i) Arrange and meet with Manitoba Hydro to determine if the 50mm gas line along Notre Dame Street near the site can be protected during construction or if it has to be relocated.
  - (ii) Create and implement a plan to protect this gas line during construction or to move it to an alternative location prior to construction. For proposal purposes, assume that the gas line can be protected during construction.

#### E4.2.4 Slope Monitoring

- (a) Assess the results of the ongoing slope monitoring that is currently being completed by AECOM as detailed in D4.8.
- (b) Develop a geotechnical monitoring program to monitor slope displacements during construction of the partial retaining wall Works and post construction at critical locations along the Aqueduct.
  - (i) Determine if a line of pins or something similar can be used to monitor lateral movement in the slope during construction using a string line and/or a transit.
  - (ii) Recommend the number and location of additional slope inclinometers that are required. For proposal purposes assume that the installation of three (3) additional slope inclinometers is required.
- (c) Engage a drilling contractor for the installation of the assumed three (3) additional slope inclinometers. A fee allowance shall be included in the Fee Proposal for any required geotechnical drilling, sampling and materials testing (See B8.6).

#### E4.2.5 Bid Opportunity Preparation for Partial Retaining Wall

- (a) Prepare Bid Opportunity documents, technical specifications and detailed construction drawings clearly identifying the scope, materials, and methods for all components of the partial retaining wall Works.

- (b) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos, telephone 204-986-7636.
- (c) Submit two (2) paper copies and one (1) electronic PDF copy of the draft Bid Opportunity package for City review:
  - (i) Allow a minimum of two (2) weeks for the City to review the draft Bid Opportunity.

#### E4.2.6 Procurement for Partial Retaining Wall

- (a) Arrange for Bid Opportunity numbers with the Materials Management Division and provide the Bid Opportunity packages in a PDF format, acceptable to the Materials Management Division.
- (b) Respond to enquiries from interested contractors during the bidding periods.
- (c) Review all Bid Submissions and provide a recommendation of Contract Award to the Department.

### E4.3 **Phase 2 Detailed Design:**

#### E4.3.1 Detailed Design of Rock Filled Columns

- (a) Complete the detailed design of the rock filled columns Works.
- (b) Review and revise the contingency plan as required that was created from Phase 1 Detailed Design (See E4.2.1(b)).
- (c) Provide detailed engineering drawings of the rock filled columns Works.
- (d) Complete all necessary horizontal and vertical surveys required to facilitate the rock filled columns Works.
- (e) Obtain regulatory approvals for the rock filled columns Works, including but not limited to: City of Winnipeg Waterways, Provincial Waterways, Manitoba Water Stewardship, Manitoba Conservation, Department of Fisheries and Oceans (DFO), Transport Canada and any other regulatory approvals that may be necessary.
- (f) Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes, including detailed engineering calculations, drawings and criteria employed in the design.
- (g) Prepare and submit a Class 1 cost estimate for construction of the rock filled columns Works using the Basis of Estimate form found in Appendix C.

#### E4.3.2 Vibration Monitoring

- (a) Engage a subcontractor to measure and analyze the vibrations caused by compaction during the construction of the rockfilled columns. The subcontractor shall compare the vibration levels to published guidelines and recommend a threshold value beyond which damage to the Branch 1 Aqueduct may occur. A fee allowance shall be included in the Fee Proposal for any sampling, materials testing and drilling associated with the vibration monitoring during construction (See B8.6).
  - (i) The subcontractor shall submit a draft and final technical memorandum that summarizes the vibration monitoring results during construction.

#### E4.3.3 Slope Monitoring

- (a) Develop a geotechnical monitoring program to monitor slope displacements during construction of the rock filled columns and post construction at critical locations along the Aqueduct.
  - (i) Determine if a line of pins or something similar can be used to monitor lateral movement in the slope during construction using a string line and/or a transit.
  - (ii) Assess if the existing slope inclinometers are appropriate/functional for Phase 2 construction.

#### E4.3.4 Bid Opportunity Preparation for Rock Filled Columns



- (a) Prepare Bid Opportunity documents, technical specifications and detailed construction drawings clearly identifying the scope, materials, and methods for all components of the rock filled columns Works.
- (b) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos, telephone 204-986-7636.
- (c) Submit two (2) paper copies and one (1) electronic PDF copy of the draft Bid Opportunity package for City review:
  - (i) Allow a minimum of two (2) weeks for the City to review the draft Bid Opportunity.

**E4.3.5 Procurement for Rock Filled Columns**

- (a) Arrange for Bid Opportunity numbers with the Materials Management Division and provide the Bid Opportunity packages in a PDF format, acceptable to the Materials Management Division.
- (b) Respond to enquiries from interested contractors during the bidding periods.
- (c) Review all Bid Submissions and provide a recommendation of Contract Award to the Department.

**E5. NON-RESIDENT SERVICES**

**E5.1 For both Phase 1 and Phase 2:**

- (a) Coordinate and conduct a pre-construction meeting and provide meeting minutes.
- (b) Coordinate and monitor the progress of the work to ensure that the Work is progressing in accordance with the contract documents and the construction protocols.
- (c) Prior to construction and post construction, submit reports documenting written and photographic records of assessments of the physical condition of adjacent residential dwellings, facilities, surface conditions and other infrastructure sufficient to provide the City with valid evidence and relevant testimony in settlement of any claim involving the City.
- (d) Inform the owners of the residential dwellings in the vicinity of the Work of forthcoming construction activities.
- (e) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that are encountered during the course of the work.
- (f) Review shop drawings provided by the Contractor to ensure to the Department that the shop drawings are in conformance to the contract drawings and specifications.
- (g) Review and report laboratory test results conducted upon materials and/or equipment placed or installed by the Contractor to ensure conformance to the contract drawings and specifications.
- (h) Review alternative materials and methods, subject to acceptance by the Department.
- (i) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any.
- (j) Submit monthly contract progress estimates in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (k) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the Project by parties external to the Consultant's Contract Administrator.

**E6. RESIDENT SERVICES**

**E6.1 For both Phase 1 and Phase 2:**

- (a) Provide full time inspection services when the Contractor is on-site to ensure that construction conforms to the design drawings and specifications.

- (b) Coordinate other works by third parties on the site including, but not limited to: Hydro, Gas, communications and other City forces.
- (c) Prepare prompt reports regarding unusual or changed site conditions which may or will result in extra work to the Project.
  - (i) All extra work to the Project shall be reviewed and approved by the Department's Project Manager prior to approval being given to the Contractor to undertake the Work.
- (d) Arrange regular job meetings at the worksite or near the worksite throughout the duration of the contract Work.
  - (i) The meetings shall be attended by the Consultant's Contract Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's Project Manager.
  - (ii) Complete minutes of all site meetings and distribute to all in attendance.
- (e) Provide weekly progress reports to the Department's Project Manager during construction.
- (f) Monitor the line of pins during construction as described in E4.2.4(b)(i) and E4.3.3(a)(i). For proposal purposes assume that the pins are required and that monitoring will occur several times a day during both phases of construction. Include any unusual results in the weekly construction progress reports specified in E6.1(e).
- (g) Monitor all working slope inclinometers and piezometers during construction as described in E4.2.4(b)(ii) and E4.3.3(a)(ii). For proposal purposes assume that monitoring will occur weekly during both phases of construction.
  - (i) Submit the results for each weekly monitoring occurrence.
- (h) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (i) Enforce Contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work areas on City streets in compliance with expected standards of safety for motorists and pedestrians.

## **E7. POST CONSTRUCTION SERVICES**

### **E7.1 Final Inspections and Project Acceptance for both Phase 1 and Phase 2**

- (a) Coordinate inspections of the completed Works at the following Project milestones:
  - (i) Substantial Performance.
  - (ii) Total Performance.
  - (iii) Final Acceptance.
- (b) Complete and submit all Substantial Performance documentation in accordance with the Manitoba Builders' Liens Act.
- (c) Complete and submit Total Performance documentation in accordance with the City of Winnipeg General Construction Conditions.
- (d) Complete and submit Final Acceptance documentation in accordance with the City of Winnipeg General Construction Conditions.

### **E7.2 Slope Monitoring**

- (a) Monitor all working slope inclinometers and piezometers for two (2) years post construction of Phase 2. For proposal purposes, assume quarterly monitoring is required for the first year and semi-annually monitoring is required for the second year.
- (b) Submit a draft and final technical memorandum that summarizes the monitoring results of the slope inclinometers and piezometers at the following stages:
  - (i) Weekly during construction;
  - (ii) Quarterly during the first year after construction of Phase 2; and
  - (iii) Semi-annually during the second year after construction of Phase 2.

**E7.3** As-Built Drawings for both Phase 1 and Phase 2

- (a) Prepare and submit draft and final as-built drawings within two months of Substantial Performance. Both the draft and final as-built drawing submission shall include:
  - (i) A transmittal letter to the Department's Supervisor of Drafting and Graphic Services, copied to the Department's Project Manager.
  - (ii) Two (2) 11x17 paper copies.
  - (iii) One (1) complete set of full size (A1) hard copy drawings.
  - (iv) One (1) electronic copy of PDF files.
  - (v) One (1) copy of the AutoCAD files (for final as-built drawing only).
- (b) The as-built drawings are to include all construction details and materials of the completed Works, including the following:
  - (i) All construction details.
  - (ii) Complete materials list for each individual component installed.
  - (iii) Date of installation of Works (Substantial Performance).
  - (iv) Installation Contractor.

**E8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- E8.1 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.
- E8.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Department's Project Manager.
- E8.3 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 Department's 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.
- E8.4 A Consultant who violates any provision of E2 may be determined to be in breach of Contract.

**SUBMISSIONS**

**E9. AUTHORITY TO CARRY ON BUSINESS**

- E9.1 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 Department's Project Manager with evidence thereof upon request.

**E10. INSURANCE**

- E10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- E10.2 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 \$ 500,000 per claim and \$ 1,000,000 in the aggregate.

- E10.2.1 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.
- E10.3 The policies required in E10.2(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.
- E10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under E10.2(a) and E10.2(c).
- E10.5 The Consultant shall provide the Department's 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 E10.8.
- E10.6 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.
- E10.7 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.
- E10.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **E11. COMMENCEMENT**

- E11.1 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.

E11.2 The Consultant shall not commence any Services until:

- (a) The Department's Project Manager has confirmed receipt and approval of:
  - (i) Evidence of authority to carry on business specified in E9;
  - (ii) Evidence of the insurance specified in E10;
- (b) The Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

E11.3 The City intends to award this Contract by April 17, 2017.

## **E12. CRITICAL STAGES**

- (a) The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
  - (i) Submission of the Preliminary Design draft technical memorandum described in E3.8 shall be no later than June 7, 2017.
  - (ii) Submission of the Phase 1 partial retaining wall draft bid opportunity package described in E4.2.5 shall be no later than September 1, 2017.
  - (iii) Posting of the Phase 1 partial retaining wall bid opportunity to the Material's Management website shall occur no later than September 29, 2017.
  - (iv) The Phase 1 partial retaining wall Works shall be completed by May 2018.
  - (v) Submission of the Phase 2 rock filled columns draft bid opportunity package described in E4.3.4 shall be no later than September 3, 2018.
  - (vi) Posting of the Phase 2 rock filled columns bid opportunity to the Material's Management website shall occur no later than October 1, 2018.
  - (vii) The Phase 2 rock filled columns Works shall be completed by May 2019.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 A Criminal Record Search Certificate is required for individuals proposed to perform the following Work under this Contract:
- (a) Any Work on private property;
  - (b) Any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone.
- F1.2 The Criminal Record Search Certificate may be obtained from one of the following:
- (a) Using Sterling Talent Solutions, proponents will need to setup a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The Criminal Record Search Certificate must be received by the City directly through Sterling Talent Solutions;
    - (i) proponents must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Criminal Record Search Certificate with the City of Winnipeg;
    - (ii) proponents will then be contacted by Sterling Talent Solutions with instructions on how to complete the Criminal Record Search Certificate; and
    - (iii) if additional assistance is required to obtain the Criminal Record Search Certificate, the Bidder may contact the following Sterling Talent Solutions representative:  
Linda Ferens;  
Email: [linda.ferens@sterlingts.com](mailto:linda.ferens@sterlingts.com)  
Phone: (204) 999-0912; or
  - (b) A police service having jurisdiction at his/her place of residence.
    - (i) 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.
    - (ii) The applicant shall provide the original Criminal Record Search Certificate (Form P-253) to the Department's Project Manager, or
  - (c) Filling out the Core of Commissionaires (Manitoba Division) form which can be obtained by visiting: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Department's Project Manager 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.
- F1.4 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 F1.1.
- F1.5 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.
- F1.6 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 F1.1.

**APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES**

**APPENDIX B – SAMPLE DETAILED BREAKDOWN OF FIXED FEES TABLE**

**APPENDIX C – BASIS OF ESTIMATE FORM**

**APPENDIX D – LIST OF RELEVANT DRAWINGS AND DOCUMENTS**

**APPENDIX E – SAMPLE NON-DISCLOSURE AGREEMENT**