



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 434-2021

**PROFESSIONAL CONSULTING SERVICES FOR PORTAGE AVENUE
INTERCEPTOR SIPHON REPLACEMENT AT OMAND'S CREEK**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR PORTAGE AVENUE INTERCEPTOR SIPHON REPLACEMENT AT OMAND'S CREEK

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 30, 2021.
- B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the 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 Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.6 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 Project Manager in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 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 Project Manager.

B5. ADDENDA

- B5.1 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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, Subconsultants and Key Personnel (Section C) in accordance with B9;
 - (b) Technical Proposal (Section D), in accordance with B10;
 - (c) Management Proposal (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- 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.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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 Proposal shall include a Fixed Fee for all disciplines and/or phases in accordance with the Scope of Services identified in D4.
- (a) Preliminary Engineering;
 - (b) Design and Specification Development;
 - (c) Contract Document Preparation;
 - (d) Procurement Process;
 - (e) Resident Construction Services;
 - (f) Non-Resident Construction Services; and
 - (g) Record Drawings.
- B8.2 Further to B8.1, the Proposal shall include fees based on a Time Basis for Resident Construction Services. Time Based fees shall be based on providing one full time inspector during the course of the Work. For proposal purposes these fees should be based on thirty-five (35) Working Days to Substantial Performance of the construction contract. The proposed fee

should include allowance for disbursements, including vehicle, electronic communication, etc. The actual Working Days will be established at time of tender with the consultation and concurrence of the Department.

(a) The Time-Based fee proposal shall include time estimates and hourly billing rates for each person assigned to the project.

B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.4 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.

B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D11. Any such costs shall be determined in accordance with D11.

B9. EXPERIENCE OF PROPONENT, SUBCONSULTANTS AND KEY PERSONNEL (SECTION C)

B9.1 Proposals should include:

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

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) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

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

B9.3 Proposals should describe the experience and qualifications of the Key Personnel assigned to the project including:

- (a) comparable projects and their role;
- (b) educational background and degrees;
- (c) professional recognitions;
- (d) job title;
- (e) years of experience in current position;

- (f) years of experience in design and construction; and
- (g) years of experience with current employer

B9.4 Roles of each of the key participants in the project should be identified in the organizational chart referred to in B11.3(c)

B9.5 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. TECHNICAL PROPOSAL (SECTION D)

B10.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of Work. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B10.2 The Technical Proposal should describe:

- (a) the Proponents understanding of the project;
- (b) the Proponents approach and methodology to complete the work;
- (c) any innovation to be used to perform the services;
- (d) any location specific issues;
- (e) any activities and services to be provided by the City; and
- (f) the deliverables of the project; and
- (g) any other issue that conveys your team's understanding of the Project requirements.

B11. MANAGEMENT PROPOSAL (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 D4.

B11.3 Proposals should address:

- (a) job function for each identified individual and group of individuals so identified;
- (b) time estimate by work activity and in total for each identified individual; and
- (c) an organizational chart for the Project.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

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

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

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

- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.4 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

- B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 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 B15: (pass/fail)
- (c) Fees; (Section B) 30%
- (d) Experience of Proponent, Subconsultant and Key Personnel; (Section C) 30%
- (e) Technical Proposal; (Section D) 30%
- (f) Management Proposal; (Section E) 5%
- (g) Project Schedule. (Section F) 5%

- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(d), Experience of Proponent, Subconsultants and Key Personnel will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.7 Further to B21.1(e), Technical Proposal will be evaluated considering your firm's understanding of the City's Project, in accordance with B10.
- B21.8 Further to B21.1(f), Management Proposal will be evaluated considering your firm's project management approach and team organization, in accordance with B11.
- B21.9 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D11 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Duane Baker, C.E.T.

Telephone No. 204 986-4289

Email Address: duanebaker@winnipeg.ca

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

D3. BACKGROUND

D3.1 The Portage Avenue Interceptor is a single crossing of Omand's Creek approximately 80m east of the Empress Street East overpass. The 600mm steel siphon, installed in 1958 conveys combined sewage flows from the Ferry Road, Riverbend and Tylehurst Combined Sewer Districts.

This pipe has not been inspected due to high flows and difficult access issues for cleaning and inspection equipment. Due to these limitations the remaining service life is not known. However, there are other steel pipes in the City piping network that are not as old that have conditions requiring rehabilitation.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of providing Engineering Services for the replacement of the existing interceptor pipe, in accordance with the following:

- (a) Preliminary Engineering;
- (b) Design and Specification Development;
- (c) Contract Document Preparation;
- (d) Procurement Process;
- (e) Resident Construction Services;
- (f) Non-Resident Construction Services; and
- (g) Record Drawings.

D4.1.1 The Services required under D4.1, shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The funds available for this Contract are \$200,000

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

- D5.1 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.

D6. SAFE WORK PLAN

- D6.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D6.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 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.
- D7.2.1 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.

- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.9.
- D7.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 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 D5;
 - (ii) evidence of the insurance specified in D7.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) The Construction Contract is issued no later than November 1, 2021;
 - (b) Substantial Performance of the Construction Contract shall be achieved no later than March 11, 2022;
 - (c) Total Performance of the Construction Contract shall be achieved no later than June 30, 2022;
 - (d) Post Construction Record Drawings to be submitted by August 31, 2022.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the **Services** shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D10.2 If the Consultant is delayed in the performance of the **Services** by reason of the COVID-19 pandemic, the **Services** schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of **Services**, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D10.4 For any delay related to COVID-19 and identified after **Services have** commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The **Services** schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D11. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D11.1 In the event that funding for the **Services** of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D11.2 Further to D11.1, in the event that the obligations in D11 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in **Services** under C7.
- D11.3 For the purposes of D11:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D11.4 Modified Insurance Requirements
- D11.4.1 If not already required under the insurance requirements identified in D7, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D11.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

- D11.4.3 Further to D7.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D11.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D11.5 Indemnification By Consultant
- D11.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D11.6 Records Retention and Audits
- D11.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D11.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D11.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D11.7 Other Obligations
- D11.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D11.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D11.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D11.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or

recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

PART E - SCOPE OF SERVICES

E1. DESIGN SERVICES

E1.1 Orientation Meeting

- (a) Attend a mandatory meeting with the Design and Construction Branch of the Water and Waste Department to review project expectations and limits.

E1.2 Engineering Services – General

The following engineering services required for the Portage Avenue Interceptor Siphon Replacement at Omand's Creek, but are not limited to:

- (a) Engineering Site Surveys as required;
- (b) Design of the interceptor pipe, manholes, connections and restorations;
- (c) Preparation of a Province of Manitoba Notice of Alteration (NoA), if required;
- (d) Review of an Operational Shutdown Summary (OSS) provided by the construction contractor;
- (e) Securing all regulatory approvals for work on river bank and in the associated waterways;
- (f) Coordination with Department of Fisheries and Oceans;
- (g) Preparation of drawings, specifications and Bid Opportunity Documents;
- (h) Shop drawing reviews as required;
- (i) Non-Resident Contract Administration Services;
- (j) Resident Contract Administration Services;
- (k) Field and Laboratory testing.

E1.3 Design Services – General

- (a) Review sewer system hydraulics of flow at crossing;
- (b) Design to consider alignment, depth, method of construction and other special construction features of the existing interceptor pipe;
- (c) Design of siphon crossing to consider single or multiple barrel configurations;
- (d) Design of siphon chambers/manholes with consideration for pre-cast and cast-in-place structures;
- (e) Determine flow control requirements to facilitate the work;
- (f) Development of temporary by-pass pumping operations specifications;
- (g) Development of pipe pressure testing specifications;
- (h) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s);
- (i) Review the impact of the work on existing traffic patterns and determine an appropriate Traffic Management Plan with the approval of the Transportation Management Engineer;
- (j) Once the preliminary design for the interceptor works have been completed, a separate review meeting shall be arranged with the Design and Construction Branch of the Water and Waste Department;
- (k) Tender specifications complete with Form B: Unit Prices, the construction drawings and a pre-tender estimate must be provided to the Water and Waste Department's Project Manager at least ten (10) calendar days prior to tendering for review. The project shall not be tendered without this review;
- (l) Arrange for the Tender number with the Materials Management Department and provide the tender package in a PDF format, acceptable to the Materials Management Department;

- (m) Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction;
- (n) Digital files of the construction drawings shall be provided to the Water and Waste Department's contact person when the work is tendered. This information will be used to update the Water and Waste Department's GIS until the as-constructed drawings are received;
- (o) Provision of appropriate response to bidders and advice to the Department during the periods of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents;
- (p) Arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - To establish that the Contractor has received all the addenda.
 - To ascertain that the Contractor understands the scope of work in the Bid Opportunity.
 - To determine that the Contractor is capable of meeting the obligations detailed in the Bid Opportunity.
 - To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (q) Review tender submissions for completeness, prepare tender tabulation, and submit a report containing recommendations regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimates to the submitted Contractor costs.

E1.4 Construction Drawings

- (a) All drawings are to be drawn in accordance with the Water and Waste Department's CAD/GIS Standards available in PDF format at http://winnipeg.ca/waterandwaste/dept/cad_gis.stm.
- (b) All GIS information requests are to be made through the Water and Waste Department's contact person.
- (c) All construction drawings are to have a Water and Waste Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos, telephone 986-7636
- (d) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Water and Waste Department as an allowable disbursement.

E2. CONTRACT ADMINISTRATION SERVICES

E2.1 Non-resident

- (a) The Consultants shall have demonstrated experience in the design and contract administration of large diameter sewage piping working near and under a body of water and City of Winnipeg Contract Administration procedures.
- (b) The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and associated project management templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.

- (c) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.
- (d) Act as a liaison between the Public, the Contractor, other utilities and the Water and Waste Department to issues that encountered during the course of the work.
- (e) Respond to construction issues that may be raised by the Water and Waste Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (f) Prepare and certify monthly progress payments to the Contractor.
- (g) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Water and Waste Department for payment; if any.
- (h) Provide detailed reports supporting any construction over expenditures over the tendered contract amount
- (i) Reports are to be promptly made to the Water and Waste Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- (j) Provide a detailed monthly "*Cost to Complete*" report. This report is to include the actual costs to date plus projected costs to complete the Contract including allowances for any unforeseen costs. The report shall identify any expected budget overruns or surpluses.
- (k) Review contractor shop drawing submissions with respect to any design materials not approved in the City of Winnipeg Standard Construction Specifications.

E2.2 Resident

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific repair/rehabilitation.
- (b) Personnel with demonstrated experience in sewer rehabilitation are to be assigned for continuous on-site inspection of the construction work.
- (c) Arrange for regular job meetings on the work site or near the work site throughout the duration of the Contract Work. The meetings are to be attended by the Project Manager or their designate as well as the On-site Inspector, the Contractor, and the Water and Waste Department's contact.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (e) Provide daily/weekly reports to the Water and Waste Department's contact.
- (f) Reports are to be promptly made to the Water and Waste Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- (g) Prepare and deliver construction notices to residents and businesses in the vicinity of the interceptor work.

E3. PROJECT CLOSE OUT

E3.1 Final Inspections and Project Acceptance

- (a) Provide Qa/Qc procedures for each renewal to the Water and Waste Department and to the City of Winnipeg Standards at all critical project milestones.
- (b) Arrange with Water and Waste Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (c) Review post installation sewer inspections to ensure that there are no internal defects or deficiencies with the newly installed outfalls.
- (d) Complete and submit record drawings of the completed Works to the Supervisor of Drafting of the Water and Waste Department for review within two (2) months of the date of Total Performance of the Work.

- (e) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (f) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (g) Arrange with Department representative's inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

E3.2 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Supervisor of Drafting, copied to the Water and Waste Department's Project Manager, and one (1) complete set of full-size (A1) drawing prints for the Outfall Repairs/Rehabilitation.
- (b) Record drawings are to include the following information
 - (i) All new construction details.
 - (ii) For outfall repairs, show the invert of the outfall pipe at each end of the repair.
 - (iii) Complete materials list for each individual component installed.
 - (iv) All other information specific to a particular location.
 - (v) Date of installation of Works (Substantial Performance).
 - (vi) Installation Contractor
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all required revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Outfall Renewal and Rehabilitation complete with the preliminary drawing prints with comments, one set of GIS drawings, and the digital file (CAD and PDF) for each Record drawing to the Water and Waste Department's Supervisor of Drafting. The digital drawing file name must be the Water and Waste Department drawing number assigned to that drawing.
- (d) Resubmit the revised as -constructed drawings within one month of receipt of comments from the Department.

E3.3 Test Results

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

E3.4 Project Summaries

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