



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 850-2012

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DETAIL
DESIGN AND CONTRACT ADMINISTRATION OF FALCON RIVER DIVERSION BRIDGE**

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
DETAIL DESIGN AND CONTRACT ADMINISTRATION OF FALCON RIVER
DIVERSION BRIDGE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 19th, 2013.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Falcon River Diversion on:
- (a) 9:00 AM Winnipeg time, July 5th, 2013;
- B.3.1.1 Proponents are requested to register for the Site Investigation at least three (3) Business Days in advance by contacting the Project Manager identified in D2.
- B.3.1.2 Proponents registered for the tour must provide the Contract Administrator identified in D2 with the Public Safety Verification clearance obtained on earlier than one (1) year prior to the site visit.
- (a) The Public Safety Verification Check may be obtained from BackCheck at <http://backcheck.net/cityofwinnipeg/>. Note the first clearance check application might take three (3) Business Days to complete.
- B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B.6.2.1 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>
- B.6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B.8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B.8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines identified and necessary, for each Scope of Service phase of the Project, which include:

- (a) Detail Design and Specification Development; and
- (b) Contract Preparation and Procurement process; and
- (c) Resident Services; and
- (d) Non-Resident Services; and
- (e) Project Closeout Services

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B.9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing survey, geotechnical investigation, bridge structure design, management of bridge construction and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;

- (b) role of the consultant;
- (c) project's original design and contract administration contracted cost and final cost;
- (d) project's original contracted construction cost and final construction cost;
- (e) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (f) project owner;
- (g) reference information (two current names with telephone numbers per project).

B.10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 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.

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

B11.1 Describe your approach to overall team formation and coordination of team members.

B.11.1.1 Include an organizational chart for the Project.

B11.2 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 Consultants Representative, managers of the key disciplines, key bridge design engineers, key geotechnical engineers, and support team. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in bridge design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B.11.1.1.

B11.3 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 B10, 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;
- (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the constraints that will affect the undertaking of the work;
- (c) the proposed Project construction budget;
- (d) the team's Project methodology with respect to the information provided within this RFP; and

(e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for survey, geotechnical investigation, bridge structure design, management of bridge construction and contract administration projects of similar complexity, scope and value; and for those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) provide proof satisfactory to the Project Manager the Security Clearances as identified in Appendix A.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. ELIGIBILITY

B15.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Dillon Consulting Ltd.
- (b) Trek Geotechnical Inc.
- (c) Paddock Drilling Ltd.
- (d) Maple Leaf Drilling Ltd.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B16.3 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B.18.1.1 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.

B.18.1.2 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.

- B.18.1.3** 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 B.18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

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 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.

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 B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

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 responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) Ability of the Proponent to complete the job; and
 - (b) Similarity of the Proponent's past projects to this project; and
 - (c) Success of the Proponent on past projects.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the information provided in response to B11, including but not limited to the following criteria:
- (a) Appropriateness of related years of experience of the Key Personnel; and
 - (b) Relevancy of experience of the Key Personnel; and
 - (c) Experience and qualification of the key geotechnical engineer and bridge design engineer; and
 - (d) Appropriateness of approach to overall team formation and coordination of team members.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) Appropriateness of the Project Management Approach; and
 - (b) Methodology, including appropriateness of hours assigned to individual tasks; and
 - (c) Understanding of the Project and its constraints; and
 - (d) Demonstration of insight beyond the information that was presented in this RFP.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the information provided in response to B13, including but not limited to the following criteria:
- (a) The completeness of the project schedule; and
 - (b) The appropriateness of the timelines provided.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22. 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 responsible and qualified, and the Proposals are determined to be responsive.
- B.22.2.1 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 responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
 - B.22.5.1 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.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 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.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C.0.1.1 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:

Richard SONG, P.Eng

Email:rsong@winnipeg.ca

Telephone No. 204 986-2933

Facsimile No. 204 986-7576

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.

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

D3. BACKGROUND

D3.1 The Shoal Lake 40 First Nation proposed all-weather road will cross the Falcon River Diversion.

D3.2 A Bridge over the Falcon River Diversion will be required as part of this road project, and they are essential to protect the City's critical water supply assets.

D3.3 The City carried the preliminary design work with organizations outlined under B15.1.

D3.4 The cutline clearing of the proposed approach roadways to the east and west of the Falcon River Diversion, as identified in [Appendix B](#), will be provided by others.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of detail bridge design based on the preliminary design report in [Appendix B](#) and contract administration for bridge construction across Falcon River Diversion in accordance with the following:

- (a) Review the preliminary design report; and
- (b) Detail Design and Specification Development; and
- (c) Contract Administration Services; and
- (d) Project Closeout Services.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "Falcon River Diversion" means the man-made channel to divert the falcon river flow to snow shoe bay on Shoal Lake at the border of Manitoba and Ontario.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

D.8.2.1 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.

D8.3 The policies required in D8.2(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.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).

D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.

D8.6 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.

D8.7 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.

D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.

D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.

D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

D9.1 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.

D9.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

PART E - SCOPE OF SERVICES

E1. DESIGN SERVICES

- E1.1 Review the New Structure Crossing the Falcon River Diversion Preliminary Design Report in [Appendix B](#).
- E1.2 Review the Falcon River Diversion and Shoal Lake Aqueduct Bridges – Geotechnical Report in [Appendix C](#).
- E1.3 Hydraulic Analysis to confirm the Q2 water elevation for the required navigation clearances; and
- E1.4 Topographic and bathymetric survey to confirm the bridge crossing geometry used in stability analysis; and
- E1.5 Topographic survey to determine the existing ground elevations and to confirm the approach roadway vertical profile and horizontal alignment; and
- E1.6 Geotechnical investigation to confirm the presence of alluvial silts and clays and to establish the alluvial soils/lacustrine clay contact elevation; and to confirm the groundwater levels used in stability analysis; and
- E1.7 A deep test hole on one side of the bridge crossing location to establish the till and bedrock contact elevations; and
- E1.8 Detail bridge structure design based on the hydraulic analysis, topographic and bathymetric survey, and geotechnical investigation; and
- E1.9 Department of Fisheries and Oceans and Transport Canada regulatory and other required regulatory submissions; and
- E1.10 Ensure any comments or changes required from all required regulatory are incorporated into the project prior to construction; and
- E1.11 The bridge construction Bid Opportunity specifications development complete with Form B: Unit prices, the construction drawings, and a pre-tender estimate must be provided to the Department's Project Manager at least ten (10) calendar days prior to tendering for review. The Projects shall not be tendered without this review; and
- E1.12 Ensure any comments or changes from this review are incorporated into the project prior to construction; and
- E1.13 Arrange for the Bid Opportunity number with the Materials Management Department and provide the Bid Opportunity package in a PDF format, acceptable to the Materials Management Department; and
- E1.14 Consultate with the Department on the date of tendering and the dates to be set for Substantial and Total Performance of the contract work.

E2. CONTRACT ADMINISTRATION SERVICES

- E2.1 Non-resident
 - (a) The Project Manager shall have demonstrated experience in the design and contract administration of bridge construction and City of Winnipeg Contract Administration procedures; and
 - (b) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings; and
 - (c) Act as a liaison between the Public, the Contractor, and the Department to issues that encountered during the course of the work; and

- (d) Respond to construction issues that may be raised by the Department, the Contractor, and the Public; and
- (e) Prepare and certify monthly progress payments to the Contractor; and
- (f) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any; and
- (g) Provide detailed reports supporting any construction over expenditures over the tendered contract amount; and
- (h) Reports are to be promptly made to the Department's Project Manager regarding unusual or changed site conditions which may or will result in extra work to the Contract; and
- (i) 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; and
- (j) Review contractor shop drawing submissions with respect to the construction drawing to ensure the construction meets the design condition specified; and
- (k) Review the contractor's safety plan, operation and construction protocol submissions.

E2.2 Resident

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to the bridge construction standards; and
- (b) Personnel with demonstrated experience in bridge construction are to be assigned for 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 Department's Project Manager.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (e) Provide daily/weekly reports to the Department's Project Manager.
- (f) Reports are to be promptly made to the Department's Project Manager regarding unusual or changed site conditions which may or will result in extra work to the Contract.

E3. PROJECT CLOSEOUT SERVICES

E3.1 Final Inspections and Project Acceptance

- (a) Provide Qa/Qc procedures to the Department and to the City of Winnipeg Standards at all critical project milestones; and
- (b) Arrange with Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project; and
- (c) Review post installation inspections to ensure that there are no defects or deficiencies with the newly installed bridge; and
- (d) Complete and submit record drawings of the completed Works to the Department's Project Manager for review within two (2) months of the date of Substantial Performance of the Work; and
- (e) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act; and
- (f) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions; and
- (g) Arrange with Department representatives inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

E3.2 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Project Manager and one (1) complete set of drawing in PDF format.
- (b) Record drawings are to include the following information:
 - (i) All new construction details.
 - (ii) Complete materials list for each individual component installed.
 - (iii) All other information specific to the particular bridge location.
 - (iv) Date of installation of Works (Substantial Performance).
 - (v) Installation Contractor.
- (c) Submit one (1) complete set of record drawing in electronic PDF form to the Department's Project Manager. 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 Project Summaries

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

APPENDIX A – SECURITY CLEARANCE

1. SECURITY CLEARANCE

1.1 Each individual proposed to perform Work on the job site under the Contract shall be required to provide a Criminal Record Search Certificate and a Public Safety Verification Check as detailed below.

1.2 Prior to the commencement of any Work on the job site, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate and a Public Safety Verification Check 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.

1.2.1 New Public Safety Verification Checks may be obtained from BackCheck. Please click on the following link, complete the information, and Submit. You will then be contacted with the instructions to complete your Public Safety Verification Check.

Link: <http://backcheck.net/cityofwinnipeg>

- (a) The first clearance check application might take three (3) Business Days to complete.
- (b) Contractors will have to set up an account under their company name and grant access to City of Winnipeg Representative.
- (c) If additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck Representative:

Linda Ferens
BackCheck
Email: lferens@backcheck.net
Phone: (204) 999 - 0912

1.2.2 The Criminal Record Search Certificate may be obtained from any one of the following:

- (b) Police service having jurisdiction at his/her place of residence (note the City of Winnipeg Police Service requires 3 to 4 weeks to complete the search); or
- (c) BackCheck, . Please click on the following link, complete the information, and Submit. You will then be contacted with the instructions to complete your Criminal Record Search.

Link: <http://backcheck.net/cityofwinnipeg/>

- (i) The first clearance check application might take three (3) Business Days to complete.
- (ii) Contractors will have to set up an account under their company name and grant access to City of Winnipeg Representative.
- (iii) If additional assistance is required to obtain the Criminal Record Search, the Bidder may contact the following BackCheck Representative:

Linda Ferens
BackCheck
Email: lferens@backcheck.net
Phone: (204) 999 – 0912

- (d) Core of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> (Note that Core of Commissionaires requires 48 hrs to complete the search).

1.3 Any individual for whom a Criminal Record Search Certificate and a Public Safety Verification Check is not provided, or for whom a Criminal Record Search Certificate or and a Public Safety Verification Check indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work on the job site.

- 1.4 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for one (1) year beyond the date which it was obtained. If the Contractor continues to perform any Work on the job site beyond this date, they will be required to provide the Contract Administrator with an updated Criminal Record Search Certificate and Public Safety Verification Check.
- 1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Criminal Record Search Certificate or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or a Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work on the job site.