



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 931-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
OUTFALL CONDITION ASSESSMENT**

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
OUTFALL CONDITION ASSESSMENT
- B1.2 RFP No. 931-2014

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 5, 2014.
- 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. 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 (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.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the 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.
- B3.5 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.
- B3.6 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.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The 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.
- B5.3 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.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (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, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposals shall be no more than 40 pages including all appendices and resumes; single sided, 10 pt. font; presented in the Sections identified above.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department

Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

- B8.3 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.
- B8.4 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.
- B8.5 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.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Sub-Consultants.
- B9.2 Proposals should include details demonstrating the Proponents and Sub-Consultants experience on up to three projects of similar complexity, scope and value relating to the scope of work identified for this project.
- B9.3 For each project listed in B9.2, the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant or subconsultant;
 - (c) project's original and final costs and schedules;
 - (d) project owner;
 - (e) reference information (one current name with telephone number and email address per project).
- B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.4 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. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in 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 B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary or similar role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;

- (c) Project Owner;
- (d) Reference information (one current name with telephone number and email address per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the Scope of Services and broad functional and technical requirements;
 - (b) the deliverables and associated task requirements of the Project;
 - (c) the work activities and clearly identify all significant assumptions and interpretations;
 - (d) the proposed techniques to ensure data quality and consistency, and elimination of subjectivity or inspector bias from the assessments;
 - (e) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
 - (f) any potential risks, along with their implications and possible mitigation measures, that could be encountered during inspection of the outfalls;
 - (g) any initiative and innovation to be used to perform the Services; and
 - (h) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the job function and time estimates by work activity to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B11.6 For the prime and each sub-consultant listed in B9, list the total and cumulative workload distributions by work activity.

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. QUALIFICATION

- B13.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; 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.

B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; project development, design, management of construction, contract administration and condition assessment for 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.

B13.4 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.

B13.5 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.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the 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/>.

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B15. IRREVOCABLE OFFER

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

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

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

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

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

B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B19.9 Notwithstanding B19.1(d) to B19.1(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.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.6 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.
- B20.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Monica Li

Email: mli@winnipeg.ca

Telephone No. 204 799-9299

Facsimile No. 204 224-0032

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 B6.10

D3. BACKGROUND

D3.1 The City of Winnipeg's Water and Waste Department (WWD) is responsible for the operation and maintenance of three hundred and sixty-two (362) outfalls within city limits.

D3.2 The City of Winnipeg is committed to managing assets in a proactive manner. In order to act on this commitment, WWD must know asset condition, required rehabilitation and rehabilitation priority. The work of this project will allow proper budgeting for capital improvements, prioritise use of funds and improve ongoing inspection and maintenance efficiency.

D3.3 Two hundred and fifty-six (256) outfalls were evaluated by KGS Group in the 1996 Outfall Condition and Maintenance Study; the condition of the fifty-one (51) worst rated outfalls was re-assessed in 2005 and 2006. These reports are provided in Appendix A, B and C respectively.

D4. SCOPE OF SERVICES

D4.1 This Scope of Services provides a brief description of the Project requirements and should be used as a guideline only. The Proponent will draw upon their expertise and knowledge in outfall condition assessment as well as their knowledge of the City's Sewer Inspection Program and sewer infrastructure to make the appropriate recommendations in their proposal.

D4.2 The Work to be done under the Contract consists of the condition assessment of three hundred and sixty-two (362) outfalls under the responsibility of WWD. Outfalls to be inspected are listed in Appendix D.

D4.3 The preliminary budget estimate, including engineering and applicable taxes, is \$1,100,000.00.

D4.4 The work of this Contract consists of consulting services to provide project development, procurement, contract administration, outfall inspections, and analytical services. Internal pipe inspections performed by the Contractor will be tendered under a separate bid opportunity. Inspections performed by the Consultant will be included in this scope of work. The Consultant will perform condition assessment on all outfalls inspections. The major components of the Work are as follows:

- D4.4.1 Review the City's current asset numbering and confirm assets are properly numbered and identified in the City's GIS database. Submit corrections where required. Identify errors and omissions in the Work listed in Appendix D and review with the Project Manager.
- D4.4.2 Create a five (5) point grading system, for the three (3) categories namely, structural condition, service condition and geotechnical condition, with a grade of 5 for failed and 1 for completely satisfactory. The grading system must follow City requirements and approved by the Project Manager prior to Work commencement.
- (a) Structural condition grade will be created in accordance with the WRC's Sewerage Rehabilitation Manual. Structural defect coding will follow the requirements of the WRC "Manual of Sewer Condition Classification 3rd Edition".
 - (b) Service condition grade will be created based on both the internal pipe conditions and external conditions at the outlet. Service defect coding for internal pipe conditions will follow the requirements of the WRC "Manual of Sewer Condition Classification 3rd Edition".
 - (c) Geotechnical condition grade will be created with consideration of consequences and likelihood of bank failure by a geotechnical engineer with extensive knowledge and experience in riverbank stability.
- D4.4.3 Project Development
- (a) Meet with stakeholders and identify the general strategy for completing the project.
 - (b) Review the outfall locations to be inspected in Appendix D in accordance with D4.4.1.
 - (c) Perform a general site investigation and identify any locations with access issues.
 - (d) Refine the project schedule with regards to the river levels, inspections should only be scheduled during low water levels when the outfall pipes are visible and exposed with minimal submergence whenever possible.
- D4.4.4 Contract Administration
- (a) Prepare a Bid Opportunity Document for the internal outfall pipe inspections. The Project Manager must review and approve prior to posting the tender. Methods may include, but are not limited to:
 - (i) Closed-Circuit Television (CCTV) Inspections for internal pipe condition wherever possible, and as budgets allow;
 - (ii) Outfalls will be inspected without pre-cleaning. Inspections will be carried out from a wheeled or track-driven inspection platform where possible; in areas with high flow or soft debris, a floating platform or skid may be required;
 - (b) Outfalls will be inspected in priority sequence as determined by the WWD.
 - (c) Prepare a pre-tender estimate and provide to the Project Manager. The Project Manager must approve the pre-tender estimate prior to posting the tender.
 - (d) Provide an accurate defensible estimate of costs for liquidated damages including City costs as well (provided by the Project Manager). The Project Manager must approve the estimate of costs for liquidated damages prior to posting the tender.
 - (e) Review bid submissions for completeness and perform a complete review of the Low Bidders qualifications to determine if they are capable of performing the work under the terms of the contract. Prepare bid tabulation and make a recommendation of award to the Project Manager.
 - (f) Non-resident Services
 - (i) The Consultant Representative will be responsible to coordinate and conduct a pre-construction meeting with all relevant parties and provide minutes to all relevant parties within seven (7) calendar days of the meeting.
 - (ii) Arrange for regular job meetings at an agreed location throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident Inspector, the

- Contractor, and the Department's Project Manager. Provide minutes of all site meetings within seven (7) calendar days of the meeting.
- (iii) Monthly contract progress estimates are to be processed in a timely fashion in accordance with the General Conditions of The City of Winnipeg Standard Construction Specifications.
 - (iv) 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 will identify any expected budget overruns or surpluses
 - (v) Monitor project progress and ensure all items of work are completed within the terms of the contract
- (g) Resident Services
- (i) Personnel experienced in outfall inspection are to be provided for regular on-site inspection of the work
 - (ii) Monitor the activities of the contractor to ensure
 - ◆ Project schedules are being realized
 - ◆ Traffic control is in accordance with City specifications
 - ◆ Damage to private property is addressed
 - ◆ Contract requirements and specifications are being met
 - ◆ Site safety is in accordance with Provincial Regulations
 - (iii) Review video inspections on-site for adherence to the specifications
 - ◆ Perform Quality Assurance / Quality Control (Qa/Qc) in the field
 - ◆ Ensure that video is submitted to the Department for consideration of emergency repairs in a timely manner
 - (iv) Co-ordinate with the Wastewater Services Division when working at or near lift stations and flow meters
 - (v) Co-ordinate with the Water Services Division for hydrant approval and monitor hydrant operation by the Contractor to ensure conformance with City requirements. Ensure that only personnel trained by Water Services operate hydrants
 - (vi) Provide regular Project Reports to the Department's Project Manager identifying, but not limited to the following: days worked, progress, days lost due to weather conditions, project concerns, material, personnel, equipment employed by the Contractor, and Work completed

D4.4.5 Outfall Inspections Performed by the Consultant

- (a) Perform site inspections by personnel with extensive experience and knowledge in geotechnical engineering, and able to accurately determine bank stability, erosion, and various bank failure modes.
- (b) Document site condition using visual classification such as photographs or video for the pipe outlet condition as well as geotechnical condition at the outlet where possible.

D4.4.6 Assessment of Structural Condition

- (a) Evaluate the physical condition of each outfall, extending from the riverbank up to the first structure (gate, weir, manhole, etc.). Whenever possible, assessment should at a minimum, consist of:
 - (i) Horizontal and vertical position of the outfall outlet using GPS and comparing to previous record information or coordinates where they exit;
 - (ii) Size and location of joint separation, opening and offset;
 - (iii) Structural integrity including cracking, deformation, ice damage, seepage, corroded and pitted metal and concrete deterioration; and
 - (iv) Loss of soil around pipe outlet, and voids or cavities outside the pipe.

- (b) Evaluate the overall aesthetics of the outfall including location, visibility from the river and adjacent property, condition of riprap, degree of vegetation, extent of exposure and other factors affecting overall aesthetics.
- (c) Submit GIS Error Reports to the City's Graphics Services Department for any errors between records and actual field measurements.

D4.4.7 Assessment of Service Condition

- (a) Evaluate the service condition of each outfall, extending from the riverbank up to the first structure (gate, weir, manhole, etc.). Whenever possible, assessment should at a minimum consist of:
 - (i) Flow restrictions including roots, encrustations, sediment buildup and vegetative growth inside the pipe and around outlet; and
 - (ii) Hydraulic capacity of the outfall in relation to its pipe diameter.

D4.4.8 Assessment of Geotechnical Condition

- (a) Evaluate the geotechnical condition including 30 meters on either side of the outfall, assessment should at a minimum consist of:
 - (i) Soil erosion, steepness and degradation of the riverbank.
 - (ii) Soil stability and movement of the riverbank including settlement, sliding failure and slope failure.

D4.4.9 Recommended Rehabilitation

- (a) Only personnel with extensive experience and knowledge in outfall construction techniques, identification of failure modes of various pipe materials, and rehabilitation methods currently employed by the Department, will assign rehabilitation and maintenance works under this contract.
- (b) Only personnel listed in the proposal can perform this work. Any additional staff must be proposed to, and approved by the City's Project Manager before working on this Project.
- (c) Personnel assigning rehabilitation and maintenance works will regularly meet with the Project Manager for quality control.
- (d) Provide appropriate rehabilitation strategies for all outfalls with a structural condition grade of 3 or higher.
- (e) Provide appropriate maintenance strategies for all outfalls with a service condition grade of 3 or higher.
- (f) Provide appropriate rehabilitation strategies for all outfalls with a geotechnical condition grade of 3 or higher.
- (g) Where outfall inspections could not be carried out or completed, document the reasons why and provide appropriate remedial works required to enable a successful inspection, i.e. cleaning, repairs, etc.
- (h) Provide a Class-3 cost estimates to perform all recommended rehabilitation and maintenance work within each outfall in accordance with ACE International Recommended Practice No. 18R-97- Estimating Classification System.
- (i) Consider the probability and consequences of outfall failure and additional losses that may occur, perform an economic analysis of rehabilitation alternatives and choose the best cost-benefit solution at an acceptable degree of risk for each outfall.
- (j) Prioritise all outfall rehabilitation and maintenance work based on the probability and consequences of outfall failure.
- (k) Provide WWD with a budget projection that includes rehabilitation, maintenance and re-inspection works for the outfalls.

D4.4.10 Information Management:

- (a) Present all condition assessment results in an electronic format (Microsoft Office), that contains the following:
 - (i) General asset information: outfall identification, location, owner, flow type, receiving watercourse;
 - (ii) Physical outfall characteristics: shape, diameter, length, pipe material, invert elevation, sags, grates, flow/depth, instrumentation;
 - (iii) Geotechnical information: bank height, river section, slope, slump, erosion, vegetation, existing instrumentation;
 - (iv) Condition grading: structure condition grading; service condition grading; geotechnical condition grading;
 - (v) Recommended rehabilitation: rehabilitation strategies, maintenance work, cost estimate, rehabilitation priority; and
 - (vi) General comments.

D4.4.11 Summary Report

- (a) Provide a final report discussing each of the three (3) categories: structural condition, service condition, and geotechnical condition of the outfalls inspected and identify any areas of concern and recommended rehabilitation. Provide six (6) hard copies and one (1) digital copy of the final report to the Project Manager.
- (b) Include a discussion of lessons learned and recommendations for future outfall inspection contracts.
- (c) Hand deliver (in person) all DVD and hard drive inspection media to the Project Manager.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 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.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

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 \$5,000,000 per claim and \$5,000,000 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 each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a).
- D7.5 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 D7.10.
- D7.6 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.
- D7.7 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.
- D7.8 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.

- D7.9 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 D7.8.
- D7.10 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.

D8. SAFE WORK PLAN

- D8.1 The Contractor 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.
- D8.2 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>

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 D6;
 - (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.
- D9.3 The City intends to award this Contract by February 27, 2015.