



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 286-2010

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
FEEDERMAIN VALVE CHAMBER 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 FEEDERMAIN VALVE CHAMBER CONDITION ASSESSMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 5, 2010.

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 AND PROPONENTS CONFERENCE

B3.1 There will be no Proponents Conference.

B3.2 Site Investigation is not mandatory.

B3.3 The Proponent may request a site investigation of a typical valve chamber through the Project Manager no later than 10 business days prior to the submission deadline. Investigations will be subject to the availability of WSD personnel to provide access and confined entry support.

B3.4 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 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.

B4.7 Proponents questions will be placed in three different categories:

- (a) Proponent Conference Questions;
- (b) General Proponent Questions;
- (c) Confidential Questions.

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- B4.7.1 Proponents must submit their questions in writing in accordance B5.1. Questions not marked "Confidential" will be considered "General".
- B4.7.2 The Project Manager may determine that a "Confidential" question requires clarification to all Proponents. In that case, the Project Manager will notify the Proponent who submitted the question and request that they revise the "Confidential" label to read "General". If the question remains "Confidential", the Project Manager reserves the right to not provide an answer.
- B4.7.3 Questions in B4.7(a) and B4.7(b) will be answered by Addenda. Questions in B4.7(c) will be answered, in writing, to the Proponent that issued the Question.
- B4.8 Proponents shall submit questions to the Project Manager at least five (5) Business Days prior to the Submission Deadline.
- B4.9 The Project Manager will issue each Addendum in accordance with B6.2.

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that he 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 Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.4 Proponents are entirely responsible for disseminating information regarding Addenda to any person(s) involved in this Project.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:

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- (a) Form A: Proposal (Section A);
 - (b) Fees (Section B).
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Key Personnel (Section C);
 - (b) Technical Proposal (Section D);
 - (c) Management Proposal (Section E); and
 - (d) Project Schedule (Section F).
- B7.3 Further to B7.1, all components 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 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 be considered for evaluation of award.
- B7.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies of the Proposal.
- 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 Further to B7.6, the Proposal should be less than forty (40) pages
- B7.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.9 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.
- B7.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.11 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.12 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 own name, his 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;

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- (d) if the Proponent is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
 - (a) if the Proponent is a sole proprietor carrying on business in his 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 his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.
- B9. FEES (SECTION B)**
- B9.1 The Proposal shall include a Fee Proposal for all disciplines, identified and necessary, for each phase of the Project identified in their Proposal in accordance with C10.
 - B9.1.1 Adjustments to the Fees will only be considered based on increases to the Scope of Services.
 - B9.1.2 The City will not consider an adjustment to the Fees based on changes in the Project budget.
- B9.2 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.3 If a time-based fee is proposed the Fee Proposal shall include time estimates and hourly billing rates for each person assigned to the Project for each phase of the Project.
- B9.4 All interpretations and assumptions related to the payment of fees and disbursements are to be identified in the Fee Proposal.
- 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.
 - B9.5.1 Fees shall include a Lump Sum estimate of the MRST applicable to the project.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.7 For cost tracking and control purposes, invoices should relate actual costs to each deliverable noted in the proposal or at a minimum to each phase, i.e. preliminary design, detailed design, etc.

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B10. EXPERIENCE OF PROPONENT AND KEY PERSONNEL (SECTION C)

- B10.1 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 Sub-consultants.
- B10.2 Proposals should include details demonstrating the Proponent and Sub-consultants history and experience relating to the Scope of Work identified for this Project.
- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience with existing employer.
- B10.4 Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B12.2(d).

B11. TECHNICAL PROPOSAL (SECTION D)

- B11.1 The Technical Proposal should specifically address the deliverables and associated task requirements required by the Scope of Work. It should clearly identify and explain work activities and identify all significant assumptions and interpretations.
- B11.2 The Technical Proposal should describe:
- (a) the Proponents understanding of the Project and its objectives;
 - (b) the Proponents approach and methodology to complete the objectives;
 - (c) any initiative and innovation to be used to perform the Services;
 - (d) activities and services to be undertaken by the City and equipment and supplies to be provided by the City; and
 - (e) the proposed deliverables of the Project.

B12. MANAGEMENT PROPOSAL (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 Management Proposals should identify:
- (a) job function for each identified individual and group of individuals so identified (committee, team, etc.);
 - (b) time estimates by work activity and in total for each identified individual;
 - (c) cumulative workload distributions by work activity and in total for the prime and each sub-consultant.
 - (d) an organizational chart for the Project.
- B12.3 The Management Proposal should identify all activities to be performed outside the City of Winnipeg by either the Proponents staff or by sub-consultants. Proposed arrangements involving out-of-town staff to participate in coordination and review functions should be identified.
- B12.4 Proponents are encouraged to identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.

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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, durations (weekly timescale) and milestone dates or events. The schedule should address each phase of the Proponent's Proposal.
- 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; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B14.2 The Proponent and any proposed Sub-consultant (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 Sub-consultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out Services of similar complexity, scope and value;
 - (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); and
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- 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 Sub-consultant.
- B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.

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B15.2 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.3 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his submission and the name of the successful Proponent upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Project Manager may, in his sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

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B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Sub-consultants, if any, pursuant to B14: | (pass/fail) |
| (c) Fees; (Section B) | 10% |
| (d) Experience of Proponent and Key Personnel; (Section C) | 30% |
| (e) Technical Proposal (Section D) | 40% |
| (f) Management Proposal. (Section E) | 15% |
| (g) Project Schedule (Section F) | 5% |

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated as a percentage of the lowest bid.

B20.5 Further to B20.1(d), Experience of the Proponent and Key Personnel will be evaluated based experience on past relevant projects of similar size and complexity described in the Proponents Proposal.

B20.6 Further to B20.1(e), the Technical Proposal will be evaluated based on project understanding and proposed methodology as well as any described initiative or innovation to be used and the overall quality of the proposed deliverables.

B20.7 Further to B20.1(f), the Management Proposal will be evaluated based on overall staff allocation, availability of the staff and degree of involvement of the Key Personnel.

B20.8 Further to B20.1(g), Project Schedule will be evaluated based on a subjective evaluation of its completeness and achievability.

B20.9 Where Proponents fail to provide one or more of the Sections listed in B7.2, the score of zero will be assigned to that Section.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

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- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his Proposal upon written request to the Project Manager.
- B21.5.1 The City may, at its discretion, award the Contract in phases.
- B21.6 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.

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PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010/06/18) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are attached as Appendix A.
- 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*.

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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:

Nick Clinch, C.E.T.

Asset Management Branch Project Coordinator

Email: nclinch@winnipeg.ca

Telephone No. (O) (204) 986-4449, (M) (204) 794-4525

Facsimile No. (204) 224-0032

D2.2 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.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. BACKGROUND

D3.1 Mostly constructed in the 1960's and 1970's, feeder mains, valves and fittings have had minimal maintenance performed on these assets since that time. cursory inspections of some of these chambers have found them to be in what appears to be very poor condition. Specifically they have been found to contain water to varying depths, fittings and fasteners with extensive corrosion and fractured concrete mortar lining of PCCP fittings.

D3.2 A recent criticality assessment of the City's underground water infrastructure recommends taking a managed proactive approach to preventing future failures of high-criticality water assets. The work of this project will form part of a critical main assessment plan to manage these assets.

D4. SCOPE OF SERVICES

D4.1 These Scope of Services identify the Services required and are to provide a guideline for the proposal preparation. Work has been identified which intended as a general outline of the activities considered appropriate to meet the project objectives. Consultants are encouraged to use their initiative when developing their proposals to refine the scope of work activities and propose alternative activities, which they consider appropriate or beneficial to the project.

D4.2 The Department requires a condition assessment of approximately 130 feeder main valve chambers, 35 air release valve pits and 50 air release valve boxes located throughout the City.

D4.2.1 The Proponent can contact the Project Manager for a list of chamber locations to be inspected, example photographs of a typical valve chamber and air release valve chambers as well as examples of available record information which will be provided to the successful Consultant.

D4.2.2 In general only valve chambers and air-release valve pits and boxes located on PCCP feeder mains will be inspected for this project.

D4.3 The Department will provide the consultant with the following:

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- (a) Chamber access, temporary traffic control and confined entry support will be provided according to an approved schedule by the Water Services Division (WSD);
 - (b) Dewatering of chambers where required;
 - (c) Copies of all relevant drawings, specifications, reports, and correspondence regarding the design, construction, operation and maintenance of the feedermain valve chambers;
 - (d) Relevant GIS database information.
- D4.4 Further to D4.3(a), the Consultant shall review the City's existing safe work practices for entering valve chambers and develop, implement and follow a Safe Work Plan specific to performing valve chamber inspections in accordance with the Workplace Safety and Health Act.
- D4.5 Further to D4.3(a), WSD's availability to provide access to the chambers will be limited due to commitment to other projects and ongoing operational issues and could be as little as one day a week.
- D4.6 Further to D4.3(a), WSD performs dewatering of problem valve chambers once in the fall and once in the spring.
- D4.7 An evaluation is to be made of the structural integrity of the concrete superstructure, operation of drains and overall water-tightness and the extent and significance of corrosion on metallic and PCCP pipe fittings. In addition the Consultant should provide some rehabilitation recommendations and cost estimates, where required, to prevent further degradation of these valuable assets.
- D4.8 Inspections may include but not be limited to the following:
- (a) Gather and organize record information of the existing plant.
 - (b) Review the City's current asset numbering and confirm assets in each chamber are properly numbered and identified in the City's GIS database. Submit GIS corrections where required.
 - (c) Develop a condition rating system acceptable to the Asset Management Branch (AMB).
 - (d) Confirm/review list of chambers requiring assessment with Water Services Division (WSD) and AMB.
 - (e) Coordinate with WSD and the Project Manager to schedule access and confined space entry of the chambers;
 - (f) Review the chambers for:
 - (i) structural integrity of the superstructure, manholes and valve boxes;
 - (ii) past or current flooding and overall water-tightness of the chamber noting entry points of water;
 - (iii) debris;
 - (iv) operational condition of drains, sumps, backflow valves;
 - (v) size, make and manufacture of all valves and pipe fittings (flanged or Victaulic (style));
 - (vi) make/ model of valve actuators and presence and operability of position indicators;
 - (vii) condition of the steel, cast iron and PCCP pipe fittings and fasteners;
 - (viii) for fittings exhibiting significant deterioration make detailed measurements of the extent of corrosion and remaining thickness of the fitting wall using an ultrasonic thickness meter or other specialized equipment depending on the pipe material;
 - (ix) presence and condition of electrical service and flow meters or remotely operated actuators;
 - (x) record observations made by WSD personnel on the operational condition of valves;
 - (xi) location of the manhole (pavement, boulevard, ditch, etc);
 - (xii) take detailed photographs of all inspected fittings, superstructure and the general site.

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- (g) Review the Air-Release Valve Pits for:
 - (i) structural integrity of the superstructure and manholes;
 - (ii) overall water-tightness of the chamber noting entry points of water;
 - (iii) past or current flooding;
 - (iv) debris;
 - (v) condition of the steel, cast iron and PCCP pipe fittings and fasteners (if any);
 - (vi) presence of existing coatings on PCCP pipe;
 - (vii) operational condition of drains, sumps, backflow valves;
 - (viii) location of the manhole (pavement, boulevard, ditch, etc);
 - (ix) take detailed photographs of all inspected fittings, superstructure and the general site.
- (h) Review the Air-Release Valve Boxes for:
 - (i) condition of the valve box;
 - (ii) debris;
 - (iii) location of the manhole (pavement, boulevard, ditch, etc);
 - (iv) operating stem;
 - (v) take detailed photographs of valve box and the general site.

D4.9 Where required make recommendations for rehabilitation such as:

- (a) structural repairs to superstructure;
- (b) grouting (chemical/cement);
- (c) remove/replace steps;
- (d) replacement of fittings and or fasteners;
- (e) rehabilitation of fittings fasteners and valves such as sandblasting and application of specialized coatings and repairs to concrete mortar;
- (f) sealing valve boxes and manholes / install debris traps;
- (g) waterproofing of MH risers and superstructure;
- (h) replacement of drains and or backflow valves or abandonment of drains;
- (i) installation of sump pumps;
- (j) cleaning chambers and drains;
- (k) Provide a Class-3 cost estimates to perform all recommended rehabilitation work within each chamber in accordance with AACE International Recommended Practice No. 18R-97 - Estimating Classification System. Estimates shall include valve repairs or replacements due to operational issues recommended by WSD staff.

D4.10 The Consultant is to store all information gathered for this project including as-built information, photographs, condition ratings and work recommendations into an appropriate electronic file format to be used for ongoing management of these assets. Information will be shared with several Department Branches involved with the operation and maintenance of valve chambers.

D4.10.1 Existing schematic plans and some valve chamber information already exist in MS Excel format for the valve chambers only and will be provided, however the accuracy of which will need to be verified as part of the Services. The Consultant may use these worksheets as a basis for recording and delivering the information gathered in these inspections.

D4.10.2 Software used for storing and presenting information shall currently be licensed to the Department. No new software resulting in future commitments by the City shall be used for this project.

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D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“WSD”** means the Water and Waste Department Water Services Division;
- (b) **“AMB”** means the Water and Waste Department Asset Management Branch;
- (c) **“PCCP”** means Precast Concrete Cylinder Pipe

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 Service or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor'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;
 - (v) 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.
- (b) 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 by section D7.2 above 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.

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- D7.4 The Consultant shall require each of its Sub-consultants to provide comparable insurance to that set forth under section D7.2(a) and D7.2(b).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Sub-consultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Service, 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 Service 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 Sub-consultants shall not be held to waive or release the Consultant or Sub-consultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Sub-consultants 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.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until he is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in 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.
- D8.2.1 Further to B1.1(a), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.
- D8.3 Notwithstanding D8.1 and D8.2, the Consultant shall commence the Services as set out in their proposed Schedule.

APPENDIX A – GENERAL CONDITIONS FOR CONSULTANT SERVICES