



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 314-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
REGULATORY RE-ASSESSMENT OF WATER SYSTEM INFRASTRUCTURE AND WATER
SUPPLY SOURCES**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	4
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	5
B13. Disclosure	6
B14. Qualification	6
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Definitions	1
D4. Background	1
D5. Scope of Services	2
D6. Ownership of Information, Confidentiality and Non Disclosure	9
D7. photographs	9

Submissions Prior to Start of Services

D8. Authority to Carry on Business	10
D9. Insurance	10

Schedule of Services

D10. Commencement	11
D11. Critical Stages	11

PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

Appendix A – Definition of Professional Consultant Services

Appendix B – Relevant Documents

Appendix C – Terms of Reference For a Re-Assessment of a Public Water System

Appendix D – Sample Person Hours & Engineer Fees Table

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR REGULATORY RE-ASSESSMENT OF WATER SYSTEM INFRASTRUCTURE AND WATER SUPPLY SOURCES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 p.m. Winnipeg time, April 29, 2016.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding 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 (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(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 D5 Scope of Services and as listed in Form B: Fees

- B8.2 In addition to the Form B: Fees, proposals shall also include a detailed breakdown of the Fixed Fees according to the Scope of Services. Refer to Appendix D for a sample. Details shall include the following as a minimum:
- (a) The work activities and deliverables of the proposed Services;
 - (b) Name and role of proposed individuals;
 - (c) The respective number of hours per work activity per task for each proposed individual;
 - (d) Applicable hourly rates for proposed individuals; and
 - (e) The associated disbursements.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.6 Notwithstanding 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.
- B8.7 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:
- (a) details demonstrating the history and experience of the Project Team in providing water system design and regulatory assessment services according to the Manitoba Drinking Water Safety Act on up to three projects of similar scope.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the Proponent or Subconsultant;
 - (c) project's original contracted construction cost and final construction cost, if applicable;
 - (d) assessment and / or design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
 - (e) project owner; and
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 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.
- (a) Include the principals-in-charge, the Proponents Representative, managers of the key disciplines, lead designers and any other personnel with over 5% of total project hours;
 - (b) 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; and
 - (c) Identify roles of each of the key personnel 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 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 (two current names with telephone numbers 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. Methodology should be presented in accordance with the Scope of Services identified in D5.
- B11.2 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the City's Project methodology with respect to the information provided within this RFP; and
 - (c) any other issue that conveys your team's understanding of the Project requirements.
- B11.4 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

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:
- (a) Work breakdown structure (WBS);
 - (b) Resource assignments;
 - (c) Durations (weekly timescale);
 - (d) Milestone dates or events;
 - (e) Critical dates for review;
 - (f) Anticipated approval processes by the City during the Project
 - (i) A minimum of three (3) weeks should be allowed for completion of these processes;
 - (g) Project meetings;

- (h) Submission of monthly progress reports; and
- (i) Submission dates for required deliverables.

B12.3 The schedule shall be based on the critical dates listed in D11.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) AECOM Canada Ltd.
 - (i) City of Winnipeg Water System Infrastructure and Water Supply Sources Regulatory Assessment (2011).

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

- (g) Have the knowledge and resources to complete the Regulatory Re-Assessment according to published guidelines.

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. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B15.3 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.

B15.4 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.

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 its 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 its Proposal after the Submission Deadline but before its 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/her 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.

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 Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 8%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 2%

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 its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B9, including but not limited to the following criteria:

- (a) Ability of proponent to complete the job;

- (b) Similarity of the Proponent's past projects to this project; and
 - (c) Success of the Proponent on past projects.
- B20.5.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants will be rejected in accordance with B20.3.
- B20.6 Further to B20.1(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, considering the information provided in response to B10 including but not limited to the following criteria:
- (a) Appropriateness of related years of experience of the Key Personnel;
 - (b) Relevancy of experience of the Key Personnel; and
 - (c) Appropriateness of approach to overall team formation and coordination of team members.
- B20.6.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project will be rejected in accordance with B 20.3.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B11 including, but not limited to the following criteria:
- (a) Appropriateness of the Project Management Approach;
 - (b) Appropriateness of the hours assigned to individual tasks per person;
 - (c) Consistency and completeness of the Methodology;
 - (d) Understanding of the Project, including its deliverables and its constraints; and
 - (e) Demonstration of insight beyond the information that was presented in this Request for Proposal.
- B20.7.1 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology will be rejected in accordance with B20.3.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the information provided in response to B12 including, but not limited to the following criteria:
- (a) Completeness and consistency of the project schedule; and
 - (b) Appropriateness of the timelines provided.
- B20.9 Notwithstanding B20.1(d) to B20.1(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.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

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.
- 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 City may, at its discretion, award the Contract in phases.

B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B21.5.1 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.

B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Jon Goodbrandson, P. Eng.

Email: JGoodbrandson@winnipeg.ca

Telephone No. 204 986-2417

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. DEFINITIONS

D3.1 When used in this Request for Proposal:

(a) "City" means the City of Winnipeg.

(b) "CT" means Contact Time.

(c) "DWO" means the regional Drinking Water Officer with regulatory responsibility for the Public Water System.

(d) GCDWQ means the Guidelines for Canadian Drinking Water Quality.

(e) "GIS" means Geographic Information System.

(f) "GWWD" means Greater Winnipeg Water District.

(g) "ODW" means the Office of Drinking Water.

(h) "PLC" means Programmable Logic Controller.

(i) "The Department" means the City of Winnipeg Water and Waste Department.

(j) "WBS" means Work Breakdown Structure. "

D4. BACKGROUND

D4.1 The City of Winnipeg's Water and Waste Department owns and operates multiple facilities involved in supplying potable water to customers. An Infrastructure Re-Assessment Report is required for the potable water system under the Drinking Water Safety Act. This Request for Proposal has been prepared in support of Section 9, Assessments of Water System Infrastructure and Water Supply Sources of the Drinking Water Safety Act. As defined in Section 9 of the Act, every public water supplier must conduct an independent engineering assessment of its water system's infrastructure and water supply source(s) within five years after Section 9 was enforced, and at least once in every 5 year period afterwards. The Department submitted the first Assessment Report under the Act in June, 2011. The Re-Assessment Report must be submitted to the Office of Drinking Water by March 1, 2017 as per the Operating License.

D4.2 The objective of the Re-Assessment is to review existing information on the water supply system with onsite evaluation as required to identify, analyze, and mitigate any potential

adverse health risks and environmental impacts associated with the water system in a 'source to tap' methodology. The intent is also to determine whether the water system's source, facilities, equipment, and operations are effective in producing safe drinking water, and meet the regulations in force under the Public Health Act and the Drinking Water Safety Act. The Re-Assessment process is designed to identify water system deficiencies and limitations.

D4.3 Refer to Appendix B for a listing of relevant reference documents which are available in our Resource Centre library or electronically by request to the Project Manager.

D5. SCOPE OF SERVICES

D5.1 General

D5.1.1 These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg. The "Definition of Standard Consulting Engineering Services" is available for reference in Appendix A.

D5.1.2 The consulting services described herein are to be provided for the City of Winnipeg Water and Waste Department (the Department).

D5.1.3 The Department will provide assistance towards the following services:

- (a) Site access to City facilities as required.
 - (i) Provide adequate notice (at least three weeks) prior to any site visit that will require assistance from City personnel.
- (b) Availability of appropriate Department staff for interviews as required.
 - (i) Provide adequate notice (at least two weeks) prior to any interviews that will require assistance from City personnel.
- (c) Provision of any available data and information such as reports and studies, water quality data, and operational and maintenance records and procedures.
 - (i) Within one (1) month of initiation of the Project, provide the Department with a written request in tabular format of all data and records required to complete the Re-Assessment.
 - (ii) Allow four (4) weeks for the City to collect all data and records required for the Re-Assessment.

D5.1.4 The Water System Re-Assessment is based upon the 'Terms of Reference for a Re-Assessment of a Public Water System' document published by Manitoba's Office of Drinking Water. A copy is provided for reference in Appendix C. The following summarizes the key work activities from the Office of Drinking Water Terms of Reference:

- (a) Records Review
- (b) Interview with the Owner
- (c) Interview with the DWO
- (d) Site Inspection
- (e) Re-Assessment Report

D5.2 Project Management

D5.2.1 Plan, organize, secure and manage resources to bring about the successful completion of specific project goals and objectives.

D5.2.2 Structure the Project into manageable sub-entities and prepare and submit a Work Breakdown Structure (WBS).

D5.2.3 Develop and regularly maintain a Project schedule identifying Project activities, milestones, responsibilities, and time lines for each activity.

- D5.2.4 Establish a protocol for all communication issued throughout the Project including change of management.
- D5.2.5 Establish appropriate levels of review and approvals for all Project deliverables.
- D5.2.6 Throughout the Project meet with the Department's Project Team to review project progress and obtain input from City personnel. Meeting minutes are to be provided within one week of the meeting date. A minimum of three (3) formal meetings will be required:
- (a) project initiation meeting (Departments Office);
 - (b) project update meeting (Consultant Office); and
 - (c) review of the draft Re-Assessment Report (Consultant Office)
- D5.2.7 Submit monthly project status reports of a maximum two pages, including the following:
- (a) percentage completion of the overall project and of the tasks defined in the WBS;
 - (b) budget and actual cost for completed tasks and projected cost for planned tasks; and
 - (c) any project issues.
- D5.3 Public Water System Re-Assessment Report
- D5.3.1 General
- (a) The 'Terms of Reference for Re-Assessment of a Public Water System' document provides a sample table of contents which identifies the expected format and discussion topics for the Re-Assessment Report.
 - (b) The scope of services for the City of Winnipeg Public Water System Re-Assessment for each discussion topic is outlined in Sections D5.3.2 to D5.3.11.
 - (c) It is noted from the 'Terms of Reference for Re-Assessment of a Public Water System' document that the following items do not have to be included in the Re-Assessment:
 - (i) Detailed Review of bacterial laboratory analysis records, monthly disinfection and turbidity monitoring reports, and other routine operational records (reviews are completed by the DWO for the Annual Audits);
 - (ii) Review of Emergency Response Plans;
 - (iii) Review of facility classification and operator certification requirements; and
 - (iv) Review of Water Rights, Environmental Act or other licenses, except where significant system expansion is planned over the next five years and license limits may apply.
 - (d) Site Investigations
 - (i) In accordance with the 'Terms of Reference for Re-Assessment of a Public Water System' document, site inspections are to be conducted at the discretion of the Engineer in consultation with the City and considering the following:
 - ◆ The size and complexity of the system;
 - ◆ The ability to understand the system solely from available reports and information with sufficient confidence to seal and sign the final report; and
 - ◆ The extent of infrastructure changes or deterioration which may have taken place since the last assessment and the degree to which those changes may have affected the ability of the system to produce or distribute safe water.
 - (ii) Note that reservoirs will not be drained for the site inspections.
 - (e) Draft Re-Assessment Report Submission
 - (i) Submit to the Department one (1) electronic PDF copy of the Draft Re-Assessment Report.
 - (ii) Allow a minimum three (3) weeks for City review of the Draft Re-Assessment Report.

- (f) Final Re-Assessment Report Submission
 - (i) Upon receipt of City review comments on the draft report, prepare a final report to present the results of the Re-Assessment.
 - (ii) Include Appendices as per the 'Terms of Reference for Re-Assessment of a Public Water System' document.
 - (iii) Submit to the Department six (6) hard copies and one (1) electronic PDF copy of the Final Re-Assessment Report.

D5.3.2 Water System Description

- (a) General System Characteristics
 - (i) Summarize basic water system characteristics:
 - ◆ Year the system began operating;
 - ◆ Type and name of source water;
 - ◆ Operating season;
 - ◆ Population served;
 - ◆ Number of service connections and types of connections; and
 - ◆ Current average day demand, maximum day demand, peak hour demand and per capita water use.
- (b) Water Source
 - (i) Summarize any major changes, upgrades or expansions since the last assessment.
- (c) Water Treatment System
 - (i) Summarize any major changes, upgrades or expansions since the last assessment.
- (d) Treated Water Storage
 - (i) Summarize any major changes, upgrades or expansions since the last assessment.
- (e) Distribution
 - (i) Summarize any major changes, upgrades or expansions to water distribution pumping components since the last Assessment.
 - (ii) Summarize the normal pressure ranges within the water distribution system.
 - (iii) The City will provide the following water distribution system data and records which are to be reviewed and reported on as part of the Re-Assessment:
 - ◆ Water consumption records including volume of non-revenue water;
 - ◆ Design criteria (i.e. standard construction specifications, hydrant and valve spacing);
 - ◆ Water Main Cleaning Program statistics (valve exercising);
 - ◆ Description of all bulk fill stations;
 - ◆ Summary of the City's Cross Connection Control and Backflow Prevention Program;
 - ◆ Description of permanent distribution pressure monitoring locations;
 - ◆ Average, maximum and minimum distribution pressure records from the permanent pressure monitoring stations for the last five (5) years;
 - ◆ Summary of leak detection activities since the last Assessment;
 - ◆ Summary of the water main inventory (from GIS database records) including pipe sizes, materials types, river crossings, railway yard crossings; and
 - ◆ Summary of the Department's Frozen Services Management Program.

- (f) Operation and Control
 - (i) Describe the control system including:
 - ◆ Sequencing of water supply, treatment and distribution operations;
 - ◆ Methods of process and pump control;
 - ◆ Level of automation; and
 - ◆ Major alarms and their annunciation method.
 - (ii) Identify the number of operators and an estimate of the number of hours per day required for operation and maintenance.
 - (iii) Discuss whether up-to-date water system drawings, records and O&M manuals are maintained.
 - (iv) Briefly summarize existing O&M programs including cross connection control, leak detection and water main cleaning.
 - (v) Provide a listing of established standard operating procedures including water main renewal, water main repair, and instrument calibration.
 - (vi) Summarize all standby power generation equipment and any associated fuel containment systems.
 - (vii) Describe any bypass that would allow raw or partially treated water to enter the distribution system.
 - (viii) Identify any piping cross connections within the water treatment plant and the method of backflow prevention.
 - (ix) Briefly describe how annual O&M costs and capital upgrades are funded.

D5.3.3 Review of Water System Records

- (a) General
 - (i) Review of records shall focus on the identification of infrastructure, process, treatment or any equipment related deficiencies. The review of records should be generally limited to records generated since the last Assessment.
- (b) Operating License Conditions
 - (i) Summarize in tabular format the Operating License Conditions including:
 - ◆ Water quality and treatment standards;
 - ◆ On-line monitoring conditions; and
 - ◆ Any additional terms or conditions with implications to infrastructure, process, treatment or equipment requirements.
- (c) Previous Assessment and Follow-up Actions
 - (i) General
 - ◆ The Department will provide all documentation associated with the Water System Infrastructure and Water Supply Sources Regulatory Assessment 'Action Plan'.
 - (ii) Summarize the previous Assessment and follow-up actions including:
 - ◆ Major findings and recommendations;
 - ◆ Feedback received from the ODW;
 - ◆ The 'Action Plan' items from the previous Assessment and the status of actions taken to address the recommendations.
- (d) Annual Audits and Inspections
 - (i) Summarize comments from the Annual Audits and Inspection letters issued by the ODW where an outstanding deficiency or compliance concern was identified.
- (e) Other Studies or Reports
 - (i) Summarize in tabular format the relevant findings and recommendations from the following studies completed since the last Assessment which will be

provided by the City. Identify the status of completion for each recommendation.

- ◆ Regional Water Supply Conceptual Planning Study Update, AECOM, 2011
- ◆ Feeder Main Valve Chamber Condition Assessment, AECOM, 2013
- ◆ Shoal Lake Aqueduct Intake Facility Condition Assessment – Site Inspections and Assessment, AECOM, 2012
- ◆ Regional Water Supply PLC Replacement & Power Reliability Upgrades Preliminary Design Report, SNC Lavalin, 2013
- ◆ The City of Winnipeg Drinking Water Quality Strategy, CH2M HILL, 2012
- ◆ Comprehensive Assessment of the City of Winnipeg Water System as it Relates to Recent Boil Water Advisories, AECOM, 2015
- ◆ Winnipeg Discoloured Water Investigation, CH2M Hill, 2013
- ◆ Discoloured Water Investigation, Report of Findings, AECOM, 2011
- ◆ Third Party Review of Discoloured Water Reports, Associated Engineering, 2015
- ◆ Water Main and Feeder Main River Crossing Inspection Reports

(f) Water Quality Data

- (i) Summarize in tabular format physical and chemical characteristics (maximum, minimum and average) for the raw and treated water for the period of 2011 to 2015 including the following:
 - ◆ General water chemistry;
 - ◆ Metals; and
 - ◆ Disinfection by-products.
- (ii) Summarize the raw and filtered water turbidity ranges and seasonal trends.
- (iii) Note any exceedances of provincial standards and from the GCDWQ (including Maximum Allowable Concentrations and Aesthetic Objectives).
- (iv) Discuss any significant changes or trends in water quality since the last Assessment that are affecting, or could affect, treatment processes, process control or regulatory compliance.
- (v) Identify any other water quality parameters that may affect treatment processes or compliance where a standard or guideline has not been established.
- (vi) Evaluate and summarize the ability of the treatment system to address water quality issues and the ability of the system to meet design objectives and goals.
- (vii) Water quality sampling and analysis will not be included as part of the Re-Assessment.

D5.3.4 Owner and DWO Concerns

(a) General

- (i) In accordance with 'Terms of Reference for Re-Assessment of a Public Water System' document, the Re-Assessment Engineer must interview the Owner of the System and the DWO.
- (ii) Prior to completing any interviews, review all background information, water system records, and the previous Assessment.
- (iii) Prepare interview questions based on any concerns identified in the review of the background information and the water system records.
- (iv) Interviews should address any major changes, upgrades or expansions completed since the previous assessment.
- (v) Interviews should address planned upgrades and studies for the next five (5) years. The City will provide information on significant planned or ongoing maintenance programs and capital projects and studies, including the following:

- ◆ Preliminary Design of a Mussel Control System at the Shoal Lake Aqueduct Intake Facility;
 - ◆ Pilot water treatment studies including testing for an alternative coagulant;
 - ◆ Wilkes Reservoir Structural Rehabilitation;
 - ◆ Deacon Ultraviolet Light System Assessment;
 - ◆ Public Water Outlet Rehabilitation;
 - ◆ Planned Condition Assessment works;
 - ◆ Waterworks System Security Upgrades;
 - ◆ Water Conservation and Efficiency Study;
 - ◆ Pumping Stations Reliability Upgrades;
 - ◆ Water Supervisory Control and Data Acquisition Upgrade;
 - ◆ Chlorination Upgrades at the Shoal Lake Aqueduct Intake Facility
 - ◆ Chlorination Upgrades at the In-Town Pumping Stations;
 - ◆ Study for Natural Gas Powered Pumps at the Hurst Pumping Station;
 - ◆ Preliminary Design for Upgrades to the Tache Booster Pumping Station;
 - ◆ Shoal Lake Aqueduct Asset Preservation Program;
 - ◆ Annual Shoal Lake Aqueduct shutdown for inspection and repairs; and
 - ◆ Reservoir cleaning and inspection program.
- (vi) Interviews should address any major incidents or emergencies that have occurred in the system since the last Assessment; including boil water advisories.
- (b) The Re-Assessment Report shall include the following:
- (i) Summary of any concerns identified during interviews with the Owner and the DWO.
 - (ii) Description of any major changes, upgrades or expansions completed or started since the last assessment, and planned for the system over the next five (5) years.
 - (iii) Brief description of any major incidents or emergencies since the last assessment including boil water advisories.

D5.3.5 Site Inspection Findings

- (a) List all water system buildings and provide a rating of their general condition in tabular format,
- (b) Provide comments on any significant building environment concerns.
- (c) Summarize visual observations of the general condition of all equipment.
- (d) Identify deficiencies which could compromise water safety or quality.

D5.3.6 Ability to Meet Regulatory Requirements

- (a) Provide updated contact time (CT) calculations for disinfection requirements. Use CT calculation procedures and tables from the ODW Filtration and Disinfection Log Reduction Credits Guideline and the Chlorine and Alternative Disinfectants Manual. Include justification for peak hour flow, effective volume and baffling factor assumptions.
- (b) Identify any deficiencies in process design or operation that compromise the ability to provide the calculated CT.
- (c) Complete CT calculations to determine log inactivation for viruses.
- (d) Determine filtration credits and complete CT calculations or UV dosage comparisons to determine log removal and log inactivation credits for Cryptosporidium and Giardia.

- (e) Identify any deficiencies in process design or operation that compromise the system's ability to claim full log reduction credits.
- (f) Identify and discuss any changes since the last Assessment, including distribution system expansion, which may lead to contact time concerns.
- (g) Discuss any compliance issues related to meeting turbidity standards identified in the Operating License. Identify any deficiencies in filtration design or operation that compromise the ability to meet the standards on a continuous basis.
- (h) Discuss any compliance issues related to meeting chemical water quality standards identified in the Operating License or from water quality data review. Identify whether adequate treatment barriers are in place. Where treatment barriers are in place, identify any deficiencies in design or operation that compromise the ability to meet these standards.
- (i) Discuss compliance with standards for disinfection by-products.
- (j) Discuss the capabilities of the treatment process to remove algae and their toxins.
- (k) Summarize and discuss corrosion control measures in place.

D5.3.7 Ability to Meet Industry Best Practices

- (a) Identify and discuss any significant deviations from Ten State Standards. Focus on major deviations which may lead to detrimental effects on the treatment process or treated water quality.
- (b) Identify and discuss the adequacy of cross connection control within the water supply, treatment and distribution system; including backflow prevention and the potential for unprotected connections at high risk facilities in the distribution system.
- (c) Discuss the ability of the treatment system to meet aesthetic water quality guidelines.
- (d) Identify water system design provisions or operational procedures that vary from industry best practice.

D5.3.8 Ability to Meet Demands

(a) Capacity

- (i) The capacity of the City of Winnipeg's Public Water System has been evaluated in detail since the last Assessment with completion of the 'Regional Water Supply Conceptual Planning Study Update Report' (AECOM, 2011). This task will include only review and reporting on the findings of the Study with focus on the following items:
 - ◆ The ability of the water supply, treatment system, storage systems, pumping and distribution components to meet the current demands.
 - ◆ Identification of any major physical or capacity limitation that may affect the anticipated growth or expansion of the system over the next five years.
 - ◆ Discuss the amount of system growth that can be accommodated given the existing available capacity to supply, treat, and distribute water.

(b) Reliability

- (i) Evaluate the ability of the water supply, treatment, storage, pumping and distribution components to reliably produce safe drinking water from review of the following:
 - ◆ Physical condition of equipment;
 - ◆ System redundancy;
 - ◆ Back-up equipment;
 - ◆ Control and alarm limitations; and
 - ◆ Power supplies;

- D5.3.9 Recommended Upgrades and Actions
- (i) Provide prioritized lists/tables of all infrastructure, processes, treatment and equipment related deficiencies.
 - (ii) Lists/tables shall provide specific recommendations or options to address each deficiency.
 - (iii) For each identified deficiency provide the recommended action(s) to remedy the deficiency.
 - (iv) For deficiencies where process optimization is recommended, provide detailed advice on optimization strategies
 - (v) Lists/tables shall be separated into separate sections to address water supply, treatment, storage and distribution components.
- D5.3.10 Opinion of Probably Cost
- (a) For each recommended upgrade as described in Section D5.3.9 provide an ACE Class D cost estimate for the proposed work.
- D5.3.11 Appendices
- (a) In accordance with the 'Terms of Reference for Re-Assessment of a Public Water System' document, include the following Appendices:
 - (i) Process Schematic
 - (ii) Inspection Photos
 - (iii) Copy of Operating License
 - (iv) Copy of Action Plan

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.

D7. PHOTOGRAPHS

- D7.1 All photos submitted to the City as part of the Project shall include captions with the following information:
- (a) Date photo was taken;
 - (b) Location photo was taken; and
 - (c) A brief description of what is depicted by the photo.
- D7.2 Pursuant to D6, all photographs taken as part of the Project are the property of the City and shall not be appropriated for the Consultants own use.

SUBMISSIONS PRIOR TO START OF SERVICES

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 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) 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.

D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after total performance.

D9.3 The policies required in D9.2(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.

D9.4 Deductibles shall be borne by the Consultant.

D9.5 The Consultant and any sub-consultants will be required to sign the Greater Winnipeg Water District (GWWD) railway waiver form prior to transportation via the GWWD Railway to and from the Shoal Lake Aqueduct Intake Facility.

D9.6 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(b).

D9.7 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 D9.10.

- D9.8 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.
- D9.9 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.
- D9.10 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract within 60 Calendar Days of the Request for Proposal closing.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the Draft Re-Assessment Report as described in D5 shall be no later than January 20, 2017.;
 - (b) Submission of the Final Re-Assessment Report as described in D5 shall be no later than February 24, 2017.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence and Public Safety Verification Checks.
- (a) Any cost or expense incurred by the Proponent that is associated with obtaining the required security clearances shall be borne solely by the Proponent.
- E1.2 A Criminal Record Search Certificate can be obtained from one of the following;
- (a) a police service having jurisdiction at his/her place of residence.
- (i) the original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
- (ii) The applicant shall provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager, or
- (b) using BackCheck, proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The Criminal Record Search Certificate must be received by the City directly through BackCheck;
- (i) proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg;
- (ii) proponents will then be contacted by BackCheck with instructions on how to complete the Criminal Record Search Certificate; and
- (iii) if additional assistance is required to obtain the Criminal Record Search Certificate, the Bidder may contact the following BackCheck representative:
- Linda Ferens;
email: linda.ferens@sterlingbackcheck.ca
phone: (204) 999-0912; or
- (c) filling out the Core of Commissionaires (Manitoba Division) form which can be obtained by visiting: <https://www.commissionaires.ca/en/manitoba/home>.
- E1.3 Public Safety Verification Checks may be obtained from BackCheck as follows:
- (a) the Public Safety Verification Checks can be obtained from BackCheck, proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72hrs prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The results of the Public Safety Verification Check must be received by the City directly through BackCheck.
- (i) proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg;
- (ii) proponents will then be contacted by BackCheck with instructions on how to complete the Public Safety Verification Check; and
- (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck representative:
- Linda Ferens;
email: linda.ferens@sterlingbackcheck.ca;
phone: (204) 999-0912

- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager 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 the Work.
- E1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate or 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.
- E1.6 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Criminal Records Search Certificate or Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work.