



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1334-2019

**PROFESSIONAL CONSULTING SERVICES FOR ROOF CONDITION
ASSESSMENTS FOR SEWAGE TREATMENT PLANTS**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form P: Person Hours

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	3
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Consultant and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	7
B14. Disclosure	7
B15. Conflict of Interest and Good Faith	7
B16. Qualification	8
B17. Opening of Proposals and Release of Information	9
B18. Irrevocable Offer	10
B19. Withdrawal of Offers	10
B20. Interviews	10
B21. Negotiations	10
B22. Evaluation of Proposals	10
B23. Award of Contract	12

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Relevant Documents and Drawings	1
D5. General Requirements	1
D6. Scope of Services	3
D7. Project Management	4
D8. Detailed Roof Condition Assessment	5
D9. Development of roof rehabilitation options	7
D10. Roof Condition Assessment Report	7
D11. Roof Asset Management Plan	8
D12. Definitions	9

Submissions

D13. Authority to Carry on Business	9
D14. Safe Work Plan	9
D15. Insurance	9

Schedule of Services

D16. Commencement	10
D17. Critical Stages	11

Appendix A – NEWPCC Roof Information

Appendix B – SEWPCC Roof Information

Appendix C – WEWPCC Roof Information

Appendix D – Definition of Professional Consultant Services

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR ROOF CONDITION ASSESSMENTS FOR SEWAGE TREATMENT PLANTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 4, 2020.

B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a site investigation tour of the Sewage Treatment Plants on the following dates and times:

(a) Plant: West End Sewage Treatment Plant (WEWPCC)

Site: 7740 Wilkes Avenue

Date: Thursday February 20, 2020 starting at 9:00am

Date: Thursday February 27, 2020 starting at 9:00am

(b) Plant: South End Sewage Treatment Plant (SEWPCC)

Site: 100 Ed Spencer Drive

Date: Thursday February 20, 2020 starting at 1:00pm

Date: Thursday February 27, 2020 starting at 1:00pm

(c) Plant: North End Sewage Treatment Plant (NEWPCC)

Site: 2230 Main Street

Date: Friday February 21, 2020 starting at 9:00am

Date: Friday February 28, 2020 starting at 9:00am

B3.1.1 Proponents are requested to register for the site investigation by contacting the Project Manager identified in D2.

B3.2 The Site investigation will start at the front entrance of the Sewage Treatment Plants.

(a) Proponents must provide their own transportation between the facilities.

(b) Proponents will not be permitted to walk through the facilities unattended

B3.3 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

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.

B3.5 Proponents attending the Site Investigations are required to provide and wear their own CSA approved safety footwear, high visible vest, hard hat, and safety glasses.

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, 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 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- 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 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

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

- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Form P: Person Hours in accordance with B12.
- (b) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (c) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (d) Project Understanding and Methodology (Section E) in accordance with B12; and
- (e) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

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

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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D6 Scope of Services.
- B9.2 A cash allowance of \$75,000 for roof testing has been included on **Form B: Fees and Form P: Person Hours**. The cash allowance is to be included in the calculation of total Fees proposed by the Proponent.
- (a) The Fees (not the cash allowance) shall include the Proponent's overhead and profit in connection with the cash allowance.
- B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.4 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.
- B9.5 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.
- B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing detailed roof condition assessments and rehabilitation options, development of roof asset management program, and management of the project on **three (3)** projects of

similar complexity, scope and value. Note, if more than three projects are submitted, only the first three projects will be evaluated.

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
 - (i) where the original contracted cost and final cost differ, the Proponent should submit an explanation.
- (d) schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (i) where the anticipated Project schedule and the actual Project delivery schedule differ, the Proponent should submit an explanation.
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).
 - (i) references should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) references may be utilized to confirm the information provided.
 - (iii) other sources not named in references may be contracted to verify qualifications, work experience, past projects, applicability to the role, etc.

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

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

B11.1.1 Include an organizational chart for the Project.

- (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.

B11.2 Identify the following Key Personnel assigned to the Project:

- (a) Proponent project manager;
- (b) Lead roof condition assessment inspector;
- (c) Lead roof rehabilitation expert;
- (d) Asset management program lead;
- (e) Other Key Personnel with over 5% of the total proposed hours.

B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualification for each role separately.

B11.3 Submit the experience and qualifications of the Key Personnel identified in B11.2. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in roof assessment (as applicable) roof rehabilitation (as applicable), roof asset management (as applicable) and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

- B11.3.1** Submit, if available, the following additional information for the lead roof condition assessment inspector identified in B11.2(b) and the asset management program lead identified in B11.2(d):
- (a) awards or other forms of peer recognition in the area of roof condition assessment and asset management;
 - (b) publications in peer reviewed journals pertaining to the condition assessment and asset management of large building roofing systems;
 - (c) any other pertinent information demonstrating the Key Personnel's experience and expertise in the condition assessment and asset management of large building roofing systems.
- B11.4** For each person identified in B11.2, list at least **two (2)** comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Project name and owner
 - (b) Description of project;
 - (c) Role of the person; Please describe duties and work performed (scope performed by that person) in detail;
 - (d) Reference information (two (2) current names with email addresses and telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) references may be utilized to confirm the information provided in the proposal.
 - (iii) other sources not named in references may be contracted to verify qualifications, work experience, past projects, applicability to the role, etc.
- B11.5** If a Key Personnel is assigned to multiple roles (as identified in the organizational chart referred to in B11.1.1), **two (2)** comparable projects as detailed in B11.4 are required for each role of the Key Personnel.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1** Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. The methods should include:
- (a) activities to be performed either by the Proponent's employees or by Subconsultants at an office located outside the Province of Manitoba. Identify proposed arrangements (i.e. conference calls, webinars, travel, communication protocol, etc.) involving out-of-town employees to participate in coordination and review functions; and
 - (b) the collaborative process/method to be used by the Key Personnel of the team in various phases of the Project.
- B12.2** Proposal should include:
- (a) The methodology the Proponent intends to use to carry out the Scope of Services;
 - (i) methodology should be presented in accordance with the Scope of Services identified in D6;
 - (b) the team's understanding of the broad functional and technical requirements;
 - (c) the work activities related to the Scope of Services;
 - (d) the deliverables associated with the Scope of Services
 - (e) the proposed techniques to ensure quality and consistency, and elimination of subjectivity or bias from any condition assessments;

- (f) anticipated testing to be conducted using the Cash Allowance in D5.6;
- (g) the activity and services to be undertaken by the City;
- (h) all significant assumptions and interpretations related to the Scope of Services;
- (i) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponents suitability to the Project; and
- (j) any other issue that conveys your team's understanding of the Project requirements.

B12.3 The Proposal should include **Form P: Person Hours** for all disciplines and or phases identified in D6 Scope of Services.

B12.3.1 The total Fees on **Form P: Person Hours** should match Fees submitted in response to B9.

B12.4 Proponents may use **Form P: Person Hours** or a table of their own design provided it includes all information requested in accordance with B12.3.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

B13. PROJECT SCHEDULE (SECTION F)

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

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

B13.3 Unless otherwise indicated, the review period for City deliverables should be a minimum of three (3) weeks and commensurate to the number of pages and complexity of the document.

B13.4 The Proponent should develop the most effectual schedule attainable using their experience and expertise to meet the requirements of the City. In the circumstance that the Proponent's schedule contrasts with any milestone listed in D17 Critical Stages, the Proponent should provide detailed commentary on their justification.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;

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

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

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

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 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;
- B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B16.4 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.
- B16.5 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.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 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 B16: (pass/fail)
- (c) Fees; (Section B) 25%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B22.2 Further to B22.1(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.

- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B22.6 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.7 Further to B22.1(c) where the Fees exceeds the funds stated in D6.3, the City may determine that no award will be made in accordance with B23.2.1(a).
- B22.8 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) similarity of the Proponent's past projects to this Project;
 - (b) past performance on projects, including but not limited to:
 - (i) adherence to project budget;
 - (ii) adherence to project schedule;
 - (iii) quality of work; and
 - (iv) overall satisfaction with the Proponent.
- B22.9 Further to B22.1(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 B11, 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.
- B22.9.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B22.2 and B22.3.
- B22.10 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) appropriateness of the Project Management Approach;
 - (b) consistency and completeness of the Methodology;
 - (c) appropriateness of hours assigned to individual tasks per Person;
 - (d) Proponent's understanding of the Project, including its deliverables and constraints; and
 - (e) demonstration of insight beyond the information that was presented in this RFP.
- B22.10.1 Proponents that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.2 and B22.3.
- B22.11 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13, including but not limited to the following criteria:
- (a) completeness and consistency of the Project Schedule; and
 - (b) appropriateness of the timelines provided.

B22.12 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(b) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.

B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, 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.

B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B23.4 The City may, at its discretion, award the Contract in phases.

B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B23.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B23.8 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.

B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Tim Turzak, C.E.T.
Telephone No. 204-986-3760
Email Address: tturzak@winnipeg.ca

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

D3. BACKGROUND

D3.1 The City of Winnipeg Water & Waste Department own and operate three (3) Sewage Treatment Plants. The condition of the roofs at the three sewage plants are unknown, and multiple leaks are occurring on both critical and non-critical assets inside the buildings. To manage these roof assets it is necessary to understand the current condition, estimate the remaining useful/service life, quantify the refurbishment/replacement work required, and develop a prioritized plan and schedule to refurbish or replace the current inventory of roof assets.

D3.2 This project will assess the condition of assets within the scope of this assignment and develop a refurbishment, replacement, and monitoring implementation plan and schedule for use by the Department.

D3.3 A consultant will be retained to conduct the condition assessment and prepare a report for each sewage treatment plant. In the report the Consultant will recommend repair and rehabilitation strategies, and provide Class 5 estimates for each of the options.

D3.4 The Consultant will also develop methodologies for future roof condition assessments and monitoring as well as the frameworks for a roof asset management program for use by the Department over the next 25 years.

D4. RELEVANT DOCUMENTS AND DRAWINGS

D4.1 Relevant documents and drawings are available by request to the City's Project Manager after completion of a Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City.

D5. GENERAL REQUIREMENTS

D5.1 General Requirements of the Consultant

- D5.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.

- (b) Other reports and documents not involving the practice of professional engineering such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- (c) Progress estimates, completion certificates and other reports related to the technical aspects of this Project, must be endorsed by the Consultant in a manner acceptable to the City.

D5.1.2 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the City's Project Manager on the application of codes and standards.

D5.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the City's Project Manager.

- (a) Experience and qualifications as specified in B11 shall be submitted for all requested substitute(s) and replacements(s).

D5.2 General Requirements for Project Deliverables

D5.2.1 Project deliverables include but are not limited to:

- (a) safe work plan for condition assessments and testing activities (if applicable);
- (b) schedule for condition assessments and testing activities;
- (c) draft roof condition assessment report per Sewage Treatment Plant (NEWPCC, WEWPCC and SEWPCC).
- (d) three (3) bound hard copies of the final roof condition assessment report per Sewage Treatment Plant. (Nine (9) bounded hard copies in total.)
- (e) draft roof asset management plan.
- (f) six (6) bound hard copies of the final roof asset management plan.

D5.2.2 Where possible, all documents provided as PDF shall be in a single electronic file and searchable.

D5.2.3 Unless otherwise indicated, the review period for Project Deliverable shall be a minimum of three (3) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path method schedule as outlined in B13 Project Schedule (Section F).

D5.2.4 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

D5.2.5 All draft Deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project etc.) and PDF format while final Deliverables shall be submitted in PDF format.

D5.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the City's Project Manager. All City review comments shall be considered and incorporated into the final version, if applicable.

D5.3 General Requirements for Drawings

D5.3.1 Drawings shall be prepared in accordance with the Department's CAD-GIS Specifications.

D5.3.2 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records, and topographic survey.

D5.3.3 All profile components of Drawings shall be in natural scale.

D5.3.4 The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.

D5.3.5 All final Drawings shall be Submitted in AutoCAD format version 2012, and in 11x17 hard copy format, unless otherwise specified.

D5.4 General Requirements for Photographs

D5.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

- (a) date photograph was taken;
- (b) location and orientation where the photograph was taken; and
- (c) a brief description of what is depicted by the photograph.

D5.5 General Requirements for Meetings

D5.5.1 Schedule and chair Project meetings as listed in D7.4.

- (a) provide an agenda within two (2) working days prior to the meeting date; and
- (b) provide meeting minutes within one (1) week of the meeting date.

D5.5.2 All in-person Project related meetings should be held at 1199 Pacific Avenue as much as possible. Alternate meeting locations shall include the Sewage Treatment Plants or the Consultant's office if located in Winnipeg; or any alternative site agreed upon by the City and the Consultant.

D5.6 General Requirements for Cash Allowance

D5.6.1 The general requirements for the cash allowance are as follows:

- (a) expenditures under the cash allowance must be authorized by the City's Project Manager.
- (b) Where the actual cost of performing the services under the cash allowance exceeds the amount of the allowance, the City will compensate the Consultant for the excess incurred and substantiated. Where the actual cost of performing the services under the cash allowance is less than the amount of the allowance, the City will be credited for the unexpended portion of the cash allowance, but not for the Consultant's overhead and profit on such amount.
- (c) The Contract price will be adjusted by written order to provide for a difference between the amount of the cash allowance and the actual cost of the work for testing.
- (d) The City reserves the right to delete any or all of the cash allowance from the Contract if the Work intended to be covered by the cash allowance is not required, or if the Works intended are found to be more extensive than the provisional cash allowance.

D5.7 The City reserves the right to delete any or all of the cash allowance from the Contract if the Work intended to be covered by the cash allowance is not required, or if the Works intended are found to be more extensive than the provisional cash allowance.

D6. SCOPE OF SERVICES

D6.1 The Services required under this Contract shall consist of a detailed assessment of the Sewage Treatment Plant roofs, roof rehabilitation options and recommendations of asset management program. The major components of the Work include the following:

- (a) Project Management as outlined in D7;
- (b) Detailed Roof Condition Assessment as outlined in D8;
- (c) Development of Roof Rehabilitation Options as outlined in D9;
- (d) Roof Condition Assessment Report as outlined in D10; and
- (e) Roof Asset Management Plan as outlined in D11.

D6.1.1 The Services required under D7, D8, D9, D10 and D11 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D6.2 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as Appendix D shall be applicable to the provision of Professional Engineering services for this Project.

D6.3 The funds available for this Contract are \$480,000.00

D7. PROJECT MANAGEMENT

D7.1 This phase shall include all Project Management activities required to carry out the Scope of Services.

D7.2 The Consultant's Project Manager shall:

- (a) Have demonstrated experience in detailed roof condition assessments and rehabilitation for projects of similar scope and complexity.
- (b) Direct and coordinate efforts of the Consultant's team to achieve the specific Project goals and objectives and to meet the City's requirements.
- (c) Provide advice, engineering services, consultation, and oversight with respect to the Scope of Services.
- (d) Liaise with the City's Project Manager on a bi-weekly basis (at a minimum) to provide Project status.
- (e) Review and update the four (4) Project Management documents listed below within three (3) weeks of Project award and throughout the project as required. These documents are part of the City's Asset Management Program and will be completed by the City's Project Manager.
 - (i) Stakeholder Assessment and Communications Plan;
 - (ii) Risk Identification Checklist;
 - (iii) Risk Management Plan; and
 - (iv) Project Delivery Plan.
- (f) Submit monthly consultant progress reports. The reports shall utilize the latest version of the City's consultant progress report template (to be provided to the Consultant upon project award.)
- (g) Provide adequate notice (at least three (3) weeks) prior to any Site visit or work that will require assistance from City personnel.
- (h) Organize and chair project meetings and provide agendas and minutes.

D7.3 Project Management Deliverables

D7.3.1 The following Deliverables shall apply to the Project Management phase of work:

- (a) updates (as applicable) to the Stakeholder Assessment and Communication Plan;
- (b) updates (as applicable) to the Project Risk Identification Checklist;
- (c) updates (as applicable) to the Risk Management Plan;
- (d) updates (as applicable) to the Project Delivery Plan;
- (e) agenda, PowerPoint presentation slides (as applicable), and meeting minutes; and

- (f) monthly Consultant progress reports.

D7.4 Meetings

D7.4.1 The Consultant shall attend meetings with the City's Project Manager, the Project Team, and/or other City employees at the following stages:

- (a) Pre-commencement: schedule and chair a Project pre-commencement meeting with the Project Team after award of the Project to review the scope of work.
- (b) Pre-inspection: schedule and lead a pre-inspection meeting at each Sewage Treatment Plant (three (3) pre-inspection meetings in total).

Some of the items to be discussed at the Pre-inspection meeting include:

- ◆ Roof concerns and past roof history
 - ◆ Site safety and PPE requirements
 - ◆ Roof access locations
 - ◆ Level of assistance required by City employees.
 - ◆ Ongoing site construction activities
- (c) Post-inspection: schedule and lead a post-inspection meeting to discuss the results from the inspections and testing (if applicable), and feasible rehabilitation options.
- (d) Recommending Rehabilitation Options and Asset Management Plan: schedule and lead a workshop to discuss the asset management plan, future roof work plan, cost estimates and schedule for the recommended rehabilitation option.
- (e) Draft Roof Condition Assessment Report: schedule and lead a meeting to discuss the City's comments on the draft roof condition assessment report.
- (f) Draft Roof Asset Management Plan: schedule and lead a meeting to discuss the City's comments on the draft roof asset management plan.

D7.4.2 The Consultant shall attend all meetings listed in D7.4, however, if appropriate, the City's Project Manager may allow some meetings to be combined.

D8. DETAILED ROOF CONDITION ASSESSMENT

D8.1 Review all pertinent background information with particular emphasis on the roofing design and construction of the roofs at all three (3) Sewage Treatment Plants. The City will provide the successful Consultant the following documents where available:

- (a) design drawings
- (b) construction specifications; and
- (c) previous roof work history and tender documents.

D8.1.1 Review sewage treatment plant roof information included in Appendix A, B, and C.

- (d) the approximate square meter of the roofs at NEWPCC is 57,000 m². (See Appendix A)
- (e) the approximate square meter of the roofs at SEWPCC is 23,000 m². (See Appendix B)
- (f) the approximate square meter of the roofs at WEPCC is 8,000 m². (See Appendix C)

Note: The total approximate square meter of the Sewage Treatment Plant roofs is 88,000 m².

D8.2 Conduct an inspection and perform material testing on the Sewage Treatment Plant roofs.

D8.2.1 Prepare and submit a Safe Work Plan to conduct the condition assessment and testing (if applicable). The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D8.2.2 In preparation for the roof inspection and material testing, the Consultant shall:

- (a) have up to date working at heights training; and
- (b) use appropriate PPE (hard hat, safety boots, safety gloves, safety harness, high visible vest, and safety glasses, etc.). Note: PPE requirements vary per sewage treatment plant.
- (c) familiarize themselves with the potential hazards at each sewage treatment plant.
- (d) provide all necessary safety equipment required to perform their safe work plan.

D8.2.3 The inspection of the Sewage Treatment Plant roofs to include at a minimum:

- (a) a visual examination of all accessible exterior roof surfaces and flashing systems noting:
 - (i) the condition of the membrane;
 - (ii) horizontal overlaps of surface membranes;
 - (iii) punctures
 - (iv) cracks/alligatoring;
 - (v) blisters/fishmouths;
 - (vi) ponding;
 - (vii) condition of roof drains, vents, and junctions with mechanical units;
 - (viii) metal flashing;
 - (ix) roof to wall junctions; and
 - (x) general condition and all defects in the roofing.
- (b) a visual examination of existing walls rising above various roof levels (where visually accessible);
- (c) a visual examination of the ceiling and interior walls in areas where the roof inspection warrants it and where accessible;
- (d) field measurements of all existing roof areas; and
- (e) a record of potential constraints for rehabilitation.

D8.2.4 Perform "agreed upon" roof material testing to determine the condition of selected roofs. The testing costs shall be covered by the cash allowance described in B9.2 and D5.6. If applicable, the cost to engage a contractor to perform specialized testing shall be included in the cash allowance described in D5.6.

D8.2.5 Roof access is identified in Appendix A, B, and C. Consultant is required to provide necessary equipment to access roof.

Note: Where roof access is not provided on-site, the following may be required.

- (a) a 24' extension ladder will provide access to the majority of the roofs.
- (b) an aerial work platform to access the NEWPCC P-Removal Rail Car building (Appendix A - Area 69).

D8.2.6 Perform a detailed review and condition assessment of the NEWPCC Primary Digesters and Gallery roofs. The following is required at a minimum:

- (a) detailed investigation and review of background information;
- (b) digester and Digester Gallery Roof inspections as identified in D8.2.3;
- (c) spot checking of the Digester roof system. Removal of "all" patio block ballasts for condition assessments is not required;
- (d) review of recent roof concerns with Digester 11 and remedial actions; and
- (e) provide recommendations to maintain roof life expectancy for at least 15 years.

Note: Internal condition assessment of the Digester roofs is **not** required.

D8.2.7 Perform condition assessments as identified by level in Appendix A, B, and C.

- (a) **Level 1 Condition Assessment:**

- ◆ access to the roof is not guaranteed due to site construction activities. The roof is under construction, or has recently been constructed.
 - ◆ Contractor safety orientations may be required to enter construction site.
 - ◆ perform detailed inspection as identified in D8.2.3. If inspection is not feasible, review tender drawings and specifications to predict future inspections, testing, and monitoring.
- (b) **Level 2 Condition Assessment**
- ◆ perform detailed inspection of the roof as identified in D8.2.3.
- (c) **Level 3 Condition Assessment**
- ◆ perform detailed inspection of the roof as identified in D8.2.3.
 - ◆ roof leaks are occurring, or the roof area has been identified as a concern to City operations. Additional investigation or testing may be required.

D8.2.8 The Consultant shall utilize an industry approved (general accepted) condition rating system for this condition assessment work or develop same if one doesn't exist. Ideally something with a scale ranging from 1-5.

D9. DEVELOPMENT OF ROOF REHABILITATION OPTIONS

D9.1 Based on the findings of Section D8, investigate roof rehabilitation options for each Sewage Treatment Plant roof. At minimum, the following shall be investigated:

- (a) complete replacement of the roof
- (b) partial replacement of the roof
- (c) repair to existing roof.

D9.2 For each rehabilitation option considered, provide at minimum:

- (a) a description of the rehabilitation option;
- (b) an AACE Class 5 cost estimate with an expected accuracy range of -50% to +100% for the recommended rehabilitation option. The estimate shall outline the Design and Construction costs separately. Both estimates shall be summarized using the Basis of Estimate template. The Basis of Estimate template is available on the City Asset Management Program page at the City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>
- (c) future inspection and maintenance requirements;
- (d) the life expectancy of the rehabilitation option; and
- (e) recommendation of the most advantageous option;

D9.3 Complete a 25 year life cycle cost-benefit assessment of the rehabilitation options. Include the expected service life for each option, the cost of maintenance work, and the cost of replacement (if applicable).

- (a) for the NEWPCC Primary Digesters and gallery roofs, complete a 15 year life cycle cost-benefit assessment.

D9.4 Complete a critical path schedule for each of the recommended rehabilitation options.

D10. ROOF CONDITION ASSESSMENT REPORT

D10.1 Submit a draft and final detailed condition assessment report for each Sewage Treatment Plant (NEWPCC, SEWPCC and WEWPCC).

- (a) include a summary of the pertinent background information as detailed in D8;
- (b) report any unsafe working conditions or potential system failures;

- (c) include an inventory of roof system components (roof area description, roof type, age, material, etc.);
- (d) include AutoCAD roof drawings mapping roof perimeters, penetrations, details and deficiencies;
- (e) include roof photographs;
- (f) indicate all assumptions;
- (g) include the findings from inspection of the Sewage Treatment Plant roofs as detailed in D8.2.3;
- (h) include the results from the material testing as detailed in D8.2.4;
- (i) determine and comment on the mechanism(s) and cause(s) of roof leaks;
- (j) determine the extent of rehabilitation required (if applicable);
- (k) include recommendations for future inspections, testing, and monitoring;
- (l) include methodology for the repair of immediate deficiencies found from the condition assessment;
- (m) include life cycle cost-benefit assessment of the rehabilitation options as indicated in D9.3;
 - (a) Include Investment profile for work to main roof function for 25 years.
- (n) include Class 5 cost estimates to complete the rehabilitation;
- (o) provide estimated life expectancy for roof systems based on roofing type and installation;
- (p) include roof priority list and critical path schedule:
 - (a) individually for each Sewage Treatment Plant; and
 - (b) overall combined for all three (3) Sewage Treatment Plants.

D11. ROOF ASSET MANAGEMENT PLAN

- D11.1 Submit a draft and final roof asset management plan for the Sewage Treatment Plants.
- D11.2 Include the following in the roof asset management plan as a minimum:
 - (a) review and listing of recommended guidelines, standards, and specifications applicable to the Department's current roof types.
 - (b) review of roofing warranties and strategies
 - (i) provide recommendation of contract language for roof warranties
 - (c) review and Recommendations for the components to include in a comprehensive roof asset management program which minimizes the life cycle cost of roof assets while ensuring protection against environmental hazards for building occupants as well as the equipment and systems within Sewage Treatment Plant buildings.
- D11.3 With regards to the review and recommendations for a comprehensive roof asset management program, review items to include (but not be limited to) the following:
 - (a) complete team/stakeholder structure and lines of communication;
 - (b) roles, responsibilities, and minimum required qualifications of each team member/stakeholder (list all from each of the owner, the roof consultant, the roofing manufacturer and the approved applicator (roofing contractor));
 - (c) review of roof asset management methodologies and associated technological tools for roof asset portfolios of similar size and type for the Department's current roof inventory;
 - (d) high level review of both non-proprietary (3 minimum) and proprietary (3 minimum) condition assessment software tools used by facility managers to objectively assess roof condition in order to justify refurbishment/replacement options. Review to include, but not be limited to, software requirements, technical features/capabilities, data input requirements, general "pros" and "cons", and costs (both start up and those for annual system operation).

D12. DEFINITIONS

D12.1 When used in this Request for Proposal:

- (a) "**CAD**" means an AutoCAD drawing file;
- (b) "**Class 5 Cost Estimate**" means an estimate with an expected accuracy within -50% to +100%;
- (c) "**Department**" means the City of Winnipeg Water and Waste Department;
- (d) "**Key Personnel**" means an individual designated in a Proponent's Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
- (e) "**PDF**" means Portable Document Format electronic file;
- (f) "**PPE**" means personal protective equipment;
- (g) "**NEWPCC**" means North End Sewage Treatment Plant
- (h) "**SEWPCC**" means South End Sewage Treatment Plant;
- (i) "**WEWPCC**" means West End Sewage Treatment Plant;

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

D13.1 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.

D14. SAFE WORK PLAN

D14.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D14.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D15. INSURANCE

D15.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D15.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;

- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 500,000 per claim and \$ 1,000,000 in the aggregate.
- D15.2.1 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.
- D15.3 The policies required in D15.2(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.
- D15.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D15.2(a) and D15.2(b).
- D15.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D15.2(a) and D15.2(c).
- D15.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D15.9.
- D15.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D15.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D15.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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 D13;
 - (ii) evidence of the insurance specified in D15.

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D16.3 The City intends to award this Contract by May 01, 2020.

D17. CRITICAL STAGES

- D17.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) submission of the draft detailed condition assessment reports, as described in D10 shall be no later than August 31, 2020;
 - (b) submission of the final detailed condition assessment reports, as described in D10 shall be no later than fifteen (15) Business Days after the City's review of the draft detailed condition assessment reports.
 - (c) submission of the draft roof asset management plan, as described in D11 shall be no later than September 30, 2020;
 - (d) submission of the final roof asset management plan, as described in D11 shall be no later than fifteen (15) Business Days after the City's review of the draft detailed condition assessment report.

APPENDIX A – NEWPCC ROOF INFORMATION

APPENDIX B – SEWPCC ROOF INFORMATION

APPENDIX C – WEWPCC ROOF INFORMATION

APPENDIX D – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES