



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 959-2019

**PROFESSIONAL CONSULTING SERVICES FOR ASSESSMENT AND
PRELIMINARY DESIGN OF THE WATER TREATMENT PLANT ROOF**

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 P: Person Hours	1

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	2
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	3
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Proponent and Subconsultants (Section C)	5
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	9
B17. Opening of Proposals and Release of Information	9
B18. Irrevocable Offer	10
B19. Withdrawal of Offers	10
B20. Interviews	10
B21. Negotiations	11
B22. Evaluation of Proposals	11
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	2
D6. Scope of Services	3
D7. Project Management	4
D8. Detailed Condition Assessment	5
D9. Preliminary design – Phase I	6
D10. Preliminary Design – Phase II	7
D11. Definitions	7

Submissions

D12. Authority to Carry on Business	8
D13. Safe Work Plan	8
D14. Insurance	9

Schedule of Services

D15. Commencement	10
D16. Critical Stages	10
D17. Future Work	10

PART E - SECURITY CLEARANCE

E1. Security Clearance

1

Appendix A – Definition of Professional Consultant Services

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR ASSESSMENT AND PRELIMINARY DESIGN OF THE WATER TREATMENT PLANT ROOF

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 29, 2019.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The City's Project Manager or an authorized representative will conduct a site investigation of the Water Treatment Plan roof at 1 pm on November 18, 2019.

B3.1.1 Proponents are required to register for the Site investigation at least 48 hours in advance by contacting the City's Project Manager identified in D2. Directions to the Water Treatment Plant and site access procedures will be provide to the Proponent upon registration for the Site investigation.

B3.1.2 Proponents registered for the Site investigation must provide the City's Project Manager with a Public Safety Verification check obtained not earlier than one (1) year prior to the Site investigation.

(a) The Public Safety Verification check may be obtained from Sterling Talent Solutions. Proponents will need to setup a Sterling Talent Solutions 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>

Note that the check will take up to 48 hours to complete. Refer to PART E - Security Clearance for further information.

(b) The results of the Public Safety Verification check must be received by the City directly through Sterling Talent Solutions. Proponents must set up an account with Sterling Talent Solutions directly under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification check with the City of Winnipeg.

B3.1.3 Attendees are required to wear CSA approved safety footwear.

B3.2 Although attendance at the Site investigation is not mandatory, the City strongly suggests that Proponents attend.

B3.3 Proponents will not be allowed to take pictures at the Site investigation, The Proponent may request pictures of specific areas from the City's Project Manager. The pictures will then be issued to all Proponents registered for the Site investigation.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the City's Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.5 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.

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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 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.

B6.6 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: 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 Proponents should submit one (1) unbound 8.5" x 11" Proposal. Copies are not required. Drawings, charts and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.

B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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.

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

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

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

- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 12 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 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: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.
- B9. FEES (SECTION B)**
- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D6 Scope of Services.
- B9.2 A cash allowance of \$15,000 for testing has been included on **Form B: Fees** and **Form P: Person Hours**. The cash allowance is to be included in the calculation of the total Fees proposed by the Proponent.
- (a) The contract price (not the cash allowance) shall include the Consultant'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).

- 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 assessment, design, and management of the project on three projects of similar complexity, scope, and value. Note, only the first three submitted 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);
- (e) project owner; and
- (f) reference information (two current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as the Project Manager or the Contract Administrator.
 - (ii) references may be utilized to confirm the information provided in the proposal.
 - (iii) other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of 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 The Proponent should describe their 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 The Proponent should identify the following Key Personnel assigned to the Project:

- (a) Consultant project manager;
- (b) lead roof condition assessment inspector;
- (c) lead roof designer; and
- (d) 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 and roof design (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 lead roof designer identified in B11.2(c):
- (a) awards or other forms of peer recognition in the area of roof condition assessment and rehabilitation;
 - (b) publications in peer reviewed journals pertaining to the condition assessment and rehabilitation of large building roofing systems;
 - (c) any other pertinent information demonstrating the Key Personnel's experience and expertise in the condition assessment and rehabilitation of large building roofing systems.
- B11.4** For each person identified in B11.2, list **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 Personnel is included in B10, provide only the project name and the role of the Key Personnel. For other projects provide the following:
- (a) project name and owner;
 - (b) description of project;
 - (c) role of the person; and
 - (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 contacted to verify the qualifications, work experience, past projects, applicability of 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 the various phases of the Project.
- B12.2** Proposals should include:
- (a) the methodology that 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 Proponent's team's understanding of the Scope of Services and 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 activities and services to be undertaken by the City and equipment and supplies to be provided 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 Proponent's 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 indicates, 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 expertise and experience to meet the requirements of the City. In the circumstance that the Proponent's schedule contrasts with any milestone listed in D16 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 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.

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 Work 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 Work 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 Work 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 related to roofing assessment and design for projects of similar complexity, scope, and value to the services 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.
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - SECURITY CLEARANCE;

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 names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

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 10 of Form A: 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 Work for the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 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.

B19.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 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.

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) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (f) Project Understanding and Methodology (Section E) | 28% |
| (g) Project Schedule. (Section F) | 2% |
- 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; and |
| (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 the 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 constrains; and
- (e) demonstration of insight beyond the information that was presented in this RFP.

B22.10.1 Proponents that receive less than half of the available evaluations 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(a) 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 Paragraph 6 of Form A: Proposal and C4, the City will issue an award letter to the successful Proponent in lieu of execution of a Contract Documents.
- B23.5.1 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.
- B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.7 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.
- B23.8 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 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:

Matthew Skinner, P. Eng.

Telephone No. 204-986-6425

Email Address: mskinner@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.

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

D3. BACKGROUND

D3.1 The Water Treatment Plant was constructed between 2005 and 2009, and was put into service on December 9, 2009.

D3.2 As shown on City Drawing 1-0601B-A-B0402-001-00D (Bid Opportunity 171-2006, Addendum 3), the typical construction of the Water Treatment Plant roof is: two-ply modified bituminous roofing, two layers insulation overlay, sloped extruded polystyrene (EPS) rigid insulation, three-ply mopped-on air and vapor barrier (AVB) over a deck of precast concrete double tee members, hollowcore, or cast-in-place concrete. The total area of the roof is approximately 12,000 m².

D3.3 In March, 2010, roof leaks were identified on the main Water Treatment Plant Building, with repair work conducted under warranty by the contractor.

D3.4 Further roof leaks were identified on the Water Treatment Plant Building in 2011 and 2012, with repair work undertaken by City forces.

D3.5 Initial inspection by Water and Waste employees indicate that the roof leaks appear to have resulted from a wrinkling of the roofing membrane, the roofing membrane pulling away from the roof parapets, and heaving of the roofing system at various roof penetrations such as roof drains and vent pipes. The exact cause of the roof leaks has not been determined.

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.

D4.2 Publicly available relevant documents include:

- (a) Bid Opportunity 171-2006, available on the City of Winnipeg Materials Management website: <https://www.winnipeg.ca/finance/findata/matmgt/bidres/Past/2007.asp>

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.
- D5.1.2 The Consultant shall, at a minimum, utilize 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 replacement(s).

D5.2 General Requirements for Project Deliverables

- D5.2.1 Project deliverables include but are not limited to:
- (a) safe work plan for inspections and testing activities (if applicable);
 - (b) schedule for inspections and testing activities;
 - (c) condition assessment technical memorandum;
 - (d) preliminary design – phase 1 technical memorandum; and
 - (e) preliminary design report.
- 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 Deliverables 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 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.
- D5.3.5 The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.
- D5.3.6 All final Drawings shall be submitted in AutoCAD format version 2012, PDF, 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 the Water Treatment Plant as much as possible for input or feedback from the Water Treatment Plant employees. Alternative meeting locations shall include WWD's main office located at 1199 Pacific Avenue (Winnipeg Manitoba), the Consultant's office if located in Winnipeg, or any alternative site agreed upon by the Project Manager 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 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.
- 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 Water Treatment Plant roof and a preliminary design for the roof rehabilitation. The major components of the Work include the following:
- (a) Project management as outlined in D7;
 - (b) Detailed roof assessment as outlined in D8; and
 - (c) Preliminary design report as outlined in D9.
- D6.1.1 The Services required under D7, D8 and D9 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 A** shall be applicable to the provision of Professional Engineering services for this Project.

D6.3 The funds available for this Contract are \$152,000.

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 projects 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 Communications Plan;
 - (b) updates (as applicable) to the Project Risk Identification Checklist;
 - (c) updates (as applicable) to the Risk Management Plan;
 - (d) updates (as applicable) 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 to determine the level of assistance and equipment required from WTP employees.
 - (c) Post-inspection: schedule and lead a post-inspection meeting to discuss the results from the inspections and testing, the possible mechanisms of failure, and the feasible rehabilitation options.
 - (d) Preliminary Design – Phase I Report: schedule and lead a meeting to discuss the City's comments on the Preliminary Design – Phase I report, and determine the recommended option.
 - (e) Preliminary Design – Phase II Report: schedule and lead a meeting to discuss the City's comments on the draft Preliminary Design – Phase II report.

D7.4.2 The Consultant shall attend all meetings listed in D7.4.

D8. DETAILED CONDITION ASSESSMENT

D8.1 Review all pertinent background information with particular emphasis on the roofing design and construction, and pertinent elements of the roof and building design of the Water Treatment Plant. Documents available to the successful Consultant include:

- (a) design drawings;
- (b) construction specifications; and
- (c) shop drawings.

D8.2 Conduct an inspection and perform material testing on the Water Treatment Plant roof.

D8.2.1 Prepare and submit a safe work plan for the roof inspections and material testing. The safe work plan shall be prepared and submitted using the City's template which is available at: <https://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 glasses, safety harness, gloves etc.);

D8.2.3 The inspection of the Water Treatment Plant roof 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/alligating;
 - (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 material testing as required to determine the extent of the Water Treatment Plant roof degradation, possible damage to other components of the building structure due to the leakage, and the likely cause of the roof leaks. 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.

D8.3 Submit a draft and final detailed condition assessment technical memorandum. The memorandum shall as a minimum:

- (a) include a summary of the pertinent background information as detailed in D8.1;
- (b) indicate all assumptions;
- (c) include the findings from inspection of the Water Treatment Plant roof as detail in D8.2.3;
- (d) include the results from the material testing as detailed in D8.2.4;
- (e) determine and comment on the mechanism(s) and cause(s) of the Water Treatment Plant roof system's premature roof leaks. As a minimum, consideration should be given to:
 - (i) roofing system design;
 - (ii) appropriateness of roofing material;
 - (iii) appropriateness of roofing installation methodology;
 - (iv) conditions under which the roofing installation took place;
 - (v) building movement; and
 - (vi) wind damage.
- (f) determine the extent of rehabilitation required for the Water Treatment Plant roof; and
- (g) include recommendations for future inspections, testing, and monitoring.

D9. PRELIMINARY DESIGN – PHASE I

D9.1 Based on the findings of Section B8, investigate rehabilitation options for the Water Treatment Plant roof. At minimum, the following shall be investigated:

- (a) complete replacement of the Water Treatment Plant roof;
- (b) partial replacement of the Water Treatment Plant roof; and
- (c) repair of the existing Water Treatment Plant roof.

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

- (a) a description of the rehabilitation option;
- (b) an AACE Class 4 cost estimate with an expected accuracy range of -30% to +50% to complete the rehabilitation. The cost estimate shall include the list of assumptions and/or criteria for the cost estimate;
- (c) future inspection and maintenance requirements; and
- (d) the life expectancy of the rehabilitation option.

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

D9.4 Complete all tabs in the City's Net Present Value and Benefit Calculation template excluding the "Benefits" tab. A draft version of the City's Net Present Value and Benefit Calculation template

will be provided to the Consultant as part of the relevant documents and drawings listed in D4.1. Before completion, the Consultant shall request the latest version of the template from the City's Project Manager.

- D9.5 Prepare a technical memorandum based on the information gathered in D9.1, D9.2, D9.3, and D9.4, and make a recommendation as to the most advantageous rehabilitation option for the Water Treatment Plant roof.

D10. PRELIMINARY DESIGN – PHASE II

- D10.1 Advance the recommended rehabilitation option, as reviewed by the City, to the Preliminary Design level. The requirement of the Preliminary Design is to provide the City with the information required for budget approval of the Detailed Design and Construction Phases. Provide, at a minimum, the following information related to the recommended rehabilitation option:

- (a) a detailed description of the rehabilitation option;
- (b) at least two examples where the recommended rehabilitated option has been applied on similar type buildings with similar type environmental conditions;
- (c) equipment access and site staging requirements during construction;
- (d) identify any specialty equipment or Contractors required during construction;
- (e) a preliminary schedule outlining the Detailed Design and Construction timelines at a monthly interval level. Include in the schedule the resources required to achieve the schedules;
- (f) preliminary design drawings including, but not limited to:
 - (i) Roof plans showing the areas of Work;
 - (ii) Standard details and sections for parapets, expansion joints and equipment curbs;
 - (iii) A site plan for construction staging; and
 - (iv) Demolition drawings.
 - (v) Note: the City will provide the successful Consultant with As-Constructed Drawings of the Water Treatment Plant roof in AutoCAD 2018 format. The Consultant will be responsible to verify dimensions and details of the Drawings provided.
- (g) future inspection and maintenance requirements;
- (h) the life expectancy of the rehabilitated roof; and
- (i) an AACE Class 3 cost estimate with an expected accuracy range of -20% to +30% for the recommended rehabilitation option. The estimate shall outline the Detailed Design and Construction costs separately. The Detailed Design estimate is to be task based. The Construction estimate is to be prepared using semi-detailed unit costs with assembly level line items broken down into General Contractor and sub-contractor levels. Both estimates shall be summarized using the Basis of Estimate template and the detailed estimates will be included as attachments. 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>. The cost estimates shall include the list of assumptions and/or criteria for the cost estimate.
- (j)

- D10.2 Prepare the Preliminary Design report summarizing the findings D9 and D10.

D11. DEFINITIONS

- D11.1 When used in this RFP:

- (a) **“Addendum”** means a written addendum to the RFP issued by the City as set out in B6;

- (b) “**ANSI**” means the American National Standards Institute;
- (c) “**City**” means the City of Winnipeg;
- (d) “**Class 3 Cost Estimate**” means an estimate with an expected accuracy within -20% to +30%;
- (e) “**Class 4 Cost Estimate**” means an estimate with an expected accuracy within -30% to +50%;
- (f) “**Conflict of Interest**” is as defined in B15.2;
- (g) “**Department**” means the City of Winnipeg Water and Waste Department;
- (h) “**FTP**” means the City of Winnipeg’s file transfer protocol site;
- (i) “**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;
- (j) “**PDF**” means Portable Document Format electronic file;
- (k) “**PPE**” means personal protective equipment;
- (l) “Professional Engineer” means an engineer registered in the Province of Manitoba;
- (m) “**City’s Project Manager**” means the City’s Project Manager identified in D2 unless stated otherwise;
- (n) “**RFP**” means request for proposal;
- (o) “**Water Treatment Plant**” means the Winnipeg Drinking Water Treatment Plant; and
- (p) “**WWD**” means the City of Winnipeg’s Water and Waste Department.
- (q) “**EPS**” means extruded polystyrene;
- (r) “**AVB**” means air and vapour barrier;
- (s) “**BOE**” means basis of estimate;
- (t) “**CAD**” means an AutoCAD drawing file.
- (u) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (v) “**Calendar Day**” means the period from one midnight to the following midnight.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 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.
- D13.2 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>

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 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 \$250,000 per claim and \$500,000 in the aggregate.
- D14.2.1 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.
- D14.3 The policies required in D14.2(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.
- D14.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).
- D14.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D14.8.
- D14.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D14.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D14.8 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

D15. COMMENCEMENT

- D15.1 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.
- D15.2 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 D12;
 - (ii) evidence of the insurance specified in D14;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D15.3 The City intends to award this Contract by January 30, 2020.

D16. CRITICAL STAGES

- D16.1 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 technical memorandum, as described in D8 shall be no later than June 12, 2020;
 - (b) submission of the final detailed condition assessment technical memorandum, as described in D8 shall be no later than fifteen (15) Business Days after the City's review of the draft detailed condition assessment technical memorandum;
 - (c) submission of the draft preliminary design report as described in D9 shall be no later than October 16, 2020;
 - (d) submission of the final preliminary design report as described in D10 shall be no later than fifteen (15) Business Days after the City's review of the draft preliminary design report.

D17. FUTURE WORK

- D17.1 Any future engineering work resulting from recommendations made as part of the project will be posted as a separate RFP for professional consulting services.
- D17.2 The future consulting services will not be posted until the preliminary design report is completed and accepted by the Department.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:

- (a) police service having jurisdiction at his/her place of residence; or
- (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ;
or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

E1.2 The original Police Information Check (Form P-612) 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. The applicant shall:

- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.

E1.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. 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 Police Information Check must be received by the City directly through Sterling Talent Solutions;

- (a) Proponents shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Proponents will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Proponent may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
- (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Proponent will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Proponents shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Proponents will then be contacted by Sterling Talent Solutions 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 Proponent may contact the following Sterling Talent Solutions Representative:
Linda Ferens;

email: linda.ferens@sterlingts.com;

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 Contractor shall supply the Project Manager with a Police Information Check 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 Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information 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 Police Information Check and a 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in E1.1

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES