



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 670-2020**

**PROFESSIONAL CONSULTING SERVICES FOR THE WTP SITE FLOOD  
PROTECTION DESIGN AND CA**

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## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE WTP SITE FLOOD PROTECTION DESIGN AND CA

### B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 25, 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 Deacon Booster Pumping Station and other project related areas of the Site for each individual Proponent during the week of November 9 to 13 , 2020. The tour will be approximately two hours in duration.

B3.1.1 Proponents are required to request a Site investigation by contacting the City's Project Manager identified in D2. Directions to the Winnipeg Drinking Water Treatment Plant (WTP) and Site access procedures will be provided to the Proponent upon registration for the Site investigation.

B3.1.2 Proponents registered for a 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 a minimum of 72 hours prior to requesting the first check. The account can be setup using the following link:

<http://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

**Note that the check will take up to 48 hours to complete.** Refer to E1.1.1 of PART E – Security Clearance for further information.

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.

(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 Checks with the City of Winnipeg.

B3.1.3 Attendees are required to wear CSA approved safety footwear while in the Deacon Booster Pumping Station.

B3.1.4 The Site investigation will not provide access to any locations requiring confined space entry.

B3.2 Further to D23, the City acknowledges that COVID-19 may impact how the Site investigations are conducted and a number of protocols have been implemented for the safety of all participants.

B3.2.1 Investigations are by appointment only and for a maximum of three (3) attendees only per Proponent to maintain current social distancing protocols.

- B3.2.2 The Site investigation will be carried out in accordance with the most stringent applicable Federal, Provincial, local government, City of Winnipeg guidelines and regulations for COVID-19 currently at the time of the Site investigation.
- B3.2.3 Access to City facilities will require all personnel to wear a nonmedical mask. Nonmedical masks will not be provided by the City.
- B3.2.4 The Proponent's representative will be required to complete the self-assessment in Appendix C or on the Manitoba Shared Health website <https://sharedhealthmb.ca/covid19/screening-tool/> the day prior to and the day of the Site investigation. A Proponent with a representative that is recommended to have an additional COVID-19 assessment or is required to self-isolate will be required to assign a different representative to the Site investigation.
- B3.2.5 Notwithstanding B3.1 and B3.2, the City may cancel or reschedule the Site investigation due to health and safety concerns stemming from COVID-19 or to adhere to current COVID-19 regulations.
- B3.3 Although attendance at the Site investigations is not mandatory, the City strongly suggests that Proponent 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.

#### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies, or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy, or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 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 B4.1 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](mailto: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 RFP 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 RFP, 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](http://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 B3.1, 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) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) 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, have page numbering, and 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 at [www.merx.com](http://www.merx.com).

- 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 RFP 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 Proponent shall complete Form B: Fees.
- B9.2 The Proposal shall include a Fixed Fee for the following sections identified in D7 Scope of Services:
- (a) Project Management in accordance with D8;
  - (b) Document Review and Flood Risk Assessment in accordance with D9;
  - (c) Preliminary Design in accordance with D10;

- (d) Detailed Design and Tender in accordance with D11;
- (e) Non-Resident Services in accordance with D12;
- (f) Commissioning Services in accordance with D14;
- (g) Record Drawings in accordance with D15;
  - (i) The Fixed Fee for Record Drawings shall be \$25,000.00, to be paid upon satisfactory completion of the Record Drawings as described in D15; and
- (h) Post Construction Services in accordance with D16

B9.3 The Proposal shall include a Time Based Fee schedule for the following sections identified in D7 Scope of Services:

- (a) Resident Services in accordance with D13;
  - (i) Time-Based Fees shall be based on on-site inspection services as described in D13.
  - (ii) For Proposal purposes these fees shall be based on 600 hours of inspection.
  - (iii) The number of hours listed in B9.3(a)(ii) is to be considered approximate only. The City will use this number for the purpose of comparing bids.
  - (iv) The number of hours for which payment will be made to the Proponent for resident services is to be determined by the actual number of hours worked by the Proponent.
- (b) Additional Work Allowance in accordance with D17.
  - (i) The Proponent shall include an additional work allowance of \$50,000 in their Proposal.
  - (ii) The additional work allowance is to be used for engineering and design services that arise due to unforeseen conditions arising in the preliminary design stages of the project.
  - (iii) The additional work allowance is to be included in the calculation of total Fees proposed by the Proponent.
  - (iv) The additional work allowance shall only be used with written permission of the Project Manager and formally documented in a Change in Scope of Services form.

B9.4 There will be no fee escalation allowed for yearly adjustments, promotion, etc. The fee scale shall be fixed for the duration of the Project.

B9.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.6 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.

B9.7 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.

B9.8 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.

B9.9 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 programming; design, management of the project and contract administration services on two (2) projects of similar complexity, scope and value.
  - (i) If more than two (2) projects are submitted, only the first two (2) referenced will be evaluated.

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

- (a) a description of the project;
- (b) role of the Consultant;
- (c) the project's original contracted consulting cost and final consulting cost;
  - (i) where the original contracted consulting cost and final cost differ, the Proponent should submit an explanation;
- (d) the project's original contracted construction cost and final construction cost;
  - (i) where the original contracted price construction cost and final cost differ, the Proponent should submit an explanation;
- (e) design and construction schedule (anticipated project schedule and actual project delivery schedule, showing design phases separately);
  - (i) where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation;
- (f) the project owner; and
- (g) 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 Contract Administrator.
  - (ii) references may be utilized to verify the information provided in the Proposal.

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 The Proponent should identify the following Key Personnel assigned to the project:

- (a) the Consultant project manager;
- (b) lead civil professional;
- (c) lead electrical professional;
- (d) lead instrumentational professional;
- (e) resident contract administrator;
- (f) non-resident contract administrator; and
- (g) any other personnel with over 5% of the total project hours.

B11.2.1 Include the following for each of the Key Personnel:

- (a) educational background and degrees;
- (b) professional recognition;

- (c) job title;
  - (d) years of experience in current position; and
  - (e) years of experience in design and construction.
- B11.2.2 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.2.3 For each Key Personnel identified, 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) a description of the project;
  - (b) the role of the Key Personnel on the comparable project;
  - (c) the project Owner; and
  - (d) 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 Contract Administrator.
    - (ii) References may be utilized to verify the information provided in the Proposal.
- B11.2.4 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 B11.2.3 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 Consultant will use in the delivery of this Project. The methods shall include:
  - (a) activities to be performed either by the Proponent's employees or by Subconsultants at an office located outside of 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 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals shall include:
  - (a) the methodology that the Proponent intends to use to carry out the Scope of Services;
    - (i) the methodology should be presented in accordance with the Scope of Services identified in D7 – Scope of Services.
  - (b) The Proponent's 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) all significant assumptions and interpretations related to the Scope of Services; and
  - (f) 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.
- B12.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 - Scope of Services.
  - B12.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

- B12.4.2 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.
- B12.4.3 Consultants may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.4.
- B12.4.4 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

### **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 Personnel), 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 anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

### **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) AECOM Canada Ltd (formerly Earthtech and UMA); and
  - (b) Jacobs Engineering Group (formerly CH2MHILL).
- B14.3 The following reports were prepared by the organizations identified in B14.2 and are also listed in Appendix B.
- (a) Technical Memorandum No. 7 Assessment of Potential Flooding at Deacon Booster Pumping Station (Earthtech, 2004);
  - (b) Technical Memorandum: Groundwater Management under the Foundation (CH2MHILL, 2006);
  - (c) Assessment of the Potential Flood Protection Systems at the Deacon Booster Pumping Station (UMA/AECOM, 2007);
  - (d) WTP Foundation Weeping Tile System – Pumping Alternatives (UMA/AECOM, 2007);
  - (e) Flood Protection Requirements for the City of Winnipeg Water Treatment Plant (WTP) (UMA/AECOM, 2009);
  - (f) Winnipeg WTP – Main Land Drainage Sewer – Overflow Hydraulics (UMA/AECOM 2005);
  - (g) Winnipeg Water Treatment Plant – LDS Design (UMA/AECOM 2006); and
  - (h) Flood Protection and Land Drainage Overflow for City of Winnipeg (UMA/AECOM 2008).

### **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; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

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;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba, and
- (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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://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) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 27%
- (g) Project Schedule. (Section F) 3%

- 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 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 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) success of the Proponent on past projects; and
  - (c) past performance on City of Winnipeg 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.
- B22.6.1 Proponents that have not worked with the City of Winnipeg before will be evaluated based on the information provided in response to B10.1(a).
- B22.7 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, in accordance with 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 the approach to the overall team formation and coordination of team members.
- B22.7.1 Proposals that receive less than half of 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.
- B22.8 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B11.1, 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 the deliverables and constraints; and
  - (e) demonstration of insight beyond the information presented in this RFP.
- B22.8.1 Proposals that receive less than half of the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.2 and B22.3.

- B22.9 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;
  - (b) logic and sequencing of the tasks; and
  - (c) appropriateness of the timelines provided.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 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.

### **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 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D25 shall



immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B23.9 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.

B23.10 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](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](mailto: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.

#### D3. BACKGROUND

D3.1 The Deacon Booster Pumping Station (DBPS) was commissioned in 1980 and is a vital part of the City's water supply and treatment system. The DBPS pumps treated drinking water from the WTP into the branch aqueduct network, which conveys treated drinking water to the City's three regional reservoirs.

D3.1.1 Subsequent upgrades to the DBPS include:

- (a) installation of an ultraviolet (UV) disinfection treatment process in 2004 as part of City Tender 556-2003; and
- (b) upgrades to the electrical distribution equipment including Motor Control Centre (MCC), starters, relays, and other accessories; installation of two (2) new pumps including variable speed drives and motors; and upgrades to the instrumentation and controls including upgrades to the existing station Programmable Logic Controllers (PLCs), Supervisory Control and Data Acquisition (SCADA) workstations, and communication networks, as part of City Bid Opportunity 35-2006.

D3.2 The WTP was constructed at the Deacon Site between 2005 and 2009 and was put into service on December 9, 2009.

D3.3 Technical Memorandum No. 7 Assessment of Potential Flooding at Deacon Booster Pumping Station was issued by Earthtech in 2004 and identified excess weeping tile inflow as a potential source of flooding at the DBPS. Options presented in this memorandum to enhance flood protection at the DBPS are:

- (a) Addition of an automatic isolation valve on the weeping tile supply line to the storm sump pit.
- (b) Addition of a high-level alarm system in the storm sump pit to compliment or back up the existing high-level alarm in the sanitary sump.
- (c) Installation of a water table monitoring well near the DBPS to warn of high or rising water table levels that may cause concern to the weeping tile system.

D3.4 The Technical Memorandum Assessment of the Potential Flood Protection Systems at the Deacon Booster Pumping Station was issued by UMA/AECOM in 2007 and identified the following upstream discharge points as possible sources of flooding at the DBPS:

- (a) The three sluice gates at Cell No. 1 outlet chamber,

- (b) The one sluice gate at Cell No. 3 outlet chamber,
- (c) The two sluice gates at the clearwell outlet chamber, and
- (d) Weeping tile inflow into the storm sump.

D3.5 The Technical Memorandum Flood Protection and Land Drainage Overflow for City of Winnipeg Water Treatment Plant was issued by UMA/AECOM in 2008 and identified backflow into the overflow drain for the WTP from the Floodway during a 1 in 700-year flood event as a flood risk. Installation of a sluice gate in an existing manhole chamber with provision for an agricultural screw pump to pump to the nearest downstream manhole on the land drainage system was recommended to provide storm sewer capacity during periods of high Floodway levels.

D3.6 Other drainage related issue identified at the WTP Site include:

- (a) standing water and ice formation at the sump discharge of the Clearwell Outlet Building,
- (b) discharge of the weeping tile manholes at the WTP.

D3.7 There are three sluice gates at the Cell No. 1 outlet that were installed in 1970. There is one sluice gate at the outlet of Cell No. 3 that was built in 1995. All of these sluice gates are manually operated by WTP staff.

D3.8 The weeping tile system for the WTP consists of three separate sub-systems: one under the administration area, one under the Raw Water Pumping Station area, and one under the Filtration/Ozonation/Residuals area. Each system terminates at a downstream 1200 mm diameter manhole. Currently, these manholes are manually monitored and pumped out on an as-needed basis.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) "**Addendum**" means a written addendum to the RFP issued by the City as set out in B6;
- (b) "**CAD**" means Computer Assisted Drawing;
- (c) "**CWO**" means change of work order;
- (d) "**Class 1 Cost Estimate**" means an estimate within an expected accuracy within -10% to +15%;
- (e) "**Class 3 Cost Estimate**" means an estimate with an expected accuracy within -20% to +30%;
- (f) "**DBPS**" means the Deacon Booster Pumping Station;
- (g) "**GIS**" means Geographic Information System;
- (h) "**I/O**" means Input/Output;
- (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) "**MH**" means manhole;
- (k) "**MRST**" means Manitoba Retail Sales Tax;
- (l) "**NMS**" means National Master Specification;
- (m) "**O&M**" means Operation and Maintenance;
- (n) "**PCN**" means Proposed Change Notice;
- (o) "**PDF**" means Portable Document Format;
- (p) "**P&IDs**" means Process and Instrumentation Diagrams;
- (q) "**PLC**" means Programmable Logic Controller
- (r) "**RFI**" means Request for Information;

- (s) **“Record Drawings”** means Drawings prepared by the Consultant after verifying in detail the actual conditions of the completed Project;
- (t) **“SCADA”** means Supervisory Control and Data Acquisition;
- (u) **“Scope of Services”** means all Services executed under the Contract;
- (v) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (w) **“TM”** means technical memorandum;
- (x) **“WBS”** means Work Breakdown Structure; and
- (y) **“WTP”** means the Winnipeg Drinking Water Treatment Plant.

## D5. RELEVANT DOCUMENTS

- D5.1 Relevant documents and drawings listed in Appendix B 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. Additional information will also be available to the successful proponent upon award of the contract.
- D5.2 Publicly available documentation includes:
  - (a) Tender 556-2003 Deacon Ultraviolet (UV) Light Disinfection Project – Installation of UV Disinfection System, available on the City of Winnipeg Materials Management website: [https://winnipeg.ca/MatMgt/FolderContents.asp?FOLDER\\_NAME=556-2003&YEAR=2003](https://winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=556-2003&YEAR=2003)
  - (b) Bid Opportunity 35-2006 Winnipeg Water Treatment Program - Deacon Booster Pumping Station Upgrade, available on the City of Winnipeg Materials Management website: [https://www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER\\_NAME=35-2006&YEAR=2006](https://www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=35-2006&YEAR=2006)

## D6. GENERAL REQUIREMENTS

- D6.1 General Requirements of the Consultant
  - D6.1.1 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) Final design documents irrespective of the level of design shall have an engineer's seal.
    - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
  - D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
  - D6.1.3 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 on the application of codes and standards.
  - D6.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

- D6.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.
- D6.1.6 The following design guides and standards shall apply to the Services:
- (a) City of Winnipeg Water & Waste Department Electrical Design Guide
    - (i) The Electrical Design Guide can be accessed online at <https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf>
  - (b) City of Winnipeg Water & Waste Department Electrical Identification Standard
    - (i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.
    - (ii) The Electrical Identification Standard can be accessed online at: <https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf>
  - (c) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at [http://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](http://winnipeg.ca/waterandwaste/dept/cad_gis.stm)
- D6.2 General Requirements for Project Deliverables
- D6.2.1 Project Deliverables include but are not limited to:
- (a) risk assessment technical memorandum (TM) as described in D9;
  - (b) preliminary design report as described in D10;
  - (c) tender package as described in D11 including:
    - (i) technical specifications; and
    - (ii) detailed design Drawings;
  - (d) Record Drawings as described in D15.
- D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D6.2.3 Where possible, all documents provided as PDF shall be searchable.
- D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) 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 B13.1.
- D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
  - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
- (a) Draft versions of written documents shall be submitted in Microsoft Word 2010 (.docx) native format.
  - (b) All Deliverables shall be submitted to the Project Manager.
- D6.3 General Requirements for Drawings
- D6.3.1 Drawings shall be prepared in accordance with the Water and Waste CAD-GIS Specifications.

- D6.3.2 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.
- D6.3.3 Process, utility, and building Drawings shall have the following scales:
- (a) Details: 1:1, 1:5, 1:10, or 1:20;
  - (b) Process plans, sections, and elevations: 1:10, 1:20, or 1:50; and
  - (c) Utility and building plans, sections, and elevations: 1:10, 1:20, 1:50, or 1:100.
- D6.3.4 All profile components of Drawings shall be in natural scale.
- D6.3.5 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new partial drawing only showing the new work.
- D6.3.6 All final Drawings shall be submitted in AutoCAD format version 2012, PDF, and in 11x17 hard copy format, unless otherwise specified.
- D6.3.7 The City shall provide Drawing numbers for all new Drawings that are generated. All references in the final Drawings shall reference the City's Drawing number not the Consultant's Drawing number.
- D6.3.8 Provide a cross reference on the Drawings to other associated Drawings, whether new Drawings included with this Work or the available historic Drawings.
- D6.4 Specifications
- D6.4.1 The City of Winnipeg Standard Construction Specifications shall be used where applicable. The City of Winnipeg Construction Specification is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [www.winnipeg.ca/matmgt/Spec/Default.stm](http://www.winnipeg.ca/matmgt/Spec/Default.stm).
- D6.4.2 The specifications for process, instrumentation, controls, and building upgrades shall follow the NMS format.
- D6.4.3 The Consultant shall review with the City the special requirements for materials of construction and/or process which shall be incorporated into the specifications.
- D6.5 General Requirements for Photographs
- D6.5.1 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.
- D6.6 General Requirements for Meetings
- D6.6.1 Schedule and chair Project meetings.
- (a) Provide an agenda a minimum of two (2) Business Days before the Project meeting date.
  - (b) Provide meeting minutes within three (3) business days after the Project meeting date.

## **D7. SCOPE OF SERVICES**

- D7.1 The Scope of Work of this RFP generally consists of consulting engineering design and contract administration services to facilitate the following:
- (a) Improvements to flood protection infrastructure at the DBPS and various other facilities at the WTP Site.

- D7.2 The Services required under this Contract shall consist of the following phases as outlined in D8 to D16:
- (a) Project Management in accordance with D8;
  - (b) Document Review and Flood Risk Assessment in accordance with D9;
  - (c) Preliminary Design in accordance with D10;
  - (d) Detailed Design and Tender in accordance with D11;
  - (e) Non-Resident Services in accordance with D12;
  - (f) Resident Services in accordance with D13;
  - (g) Commissioning Services in accordance with D14;
  - (h) Record Drawings in accordance with D15; and
  - (i) Post Construction Services in accordance with D16.
- D7.3 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering Services for this Project. These Services are specific to design and contract administration Services.
- D7.4 The Services required in the Contract 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.

## **D8. PROJECT MANAGEMENT**

- D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D16.
- D8.2 Create and submit a project management plan no later than two (2) weeks after Project award. The project management plan shall include but not be limited to:
- (a) Scope and Schedule
    - (i) Include the schedule information required in B13.
    - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
    - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
    - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
    - (v) The City's Project Manager may request updates to the Project baseline schedule due to delays in receiving Deliverables.
  - (b) Budget
    - (i) Include the information required in B9.
    - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
  - (c) Quality Management
    - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
      - (i) field surveying procedures and controls;
      - (ii) data review, verification, and validation;



- (iii) City reviews;
    - (iv) corrective action process; and
    - (v) quality assurance and control of Deliverables.
  - (d) Human Resources
    - (i) Describe the team organizational and management approach.
    - (ii) Include an organizational chart.
  - (e) Communication
    - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
    - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
  - (f) Change Management Plan
    - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
  - (g) Quality Assurance and Control plan
    - (i) Establish appropriate levels of review and approvals for all Project Deliverables.
  - (h) Risk Management Plan
    - (i) Update the risk management plan which identifies risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
    - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>. A draft risk management plan has been prepared by the City and will be provided to the Consultant.
    - (iii) Outline process for updating the risk management plan in various phases of the Project.
- D8.3 Submit project status reports to be issued every sixty (60) Calendar Days after the pre-commencement meeting up to the Total Performance of the construction tender. Project status reports to include:
  - (a) work carried out in the previous sixty (60) Calendar Days;
  - (b) work in progress;
  - (c) work anticipated for the next sixty (60) Calendar Days, including projected person-hours;
  - (d) percentage completion of each task and the overall Project;
  - (e) information requests for the next sixty (60) Calendar Days;
  - (f) issues to date;
  - (g) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
  - (h) any modifications to the Project Management Plan;
  - (i) budget and actual cost for completed tasks and projected cost for planned tasks; and
  - (j) description, action, and mitigation of extreme and high risk(s).
- D8.3.1 Project status reports shall be a maximum of four (4) pages.
- D8.3.2 If critical stages outlined in D24 are not achieved, submit project status reports every thirty (30) Calendar Days until the deliverables indicated in D8 to D13 are approved by the City. No additional fees will be contemplated for additional project status reports.

- D8.4 Coordinate regular monthly project meetings and provide minutes. The meetings shall be used to update the Project Manager on the status of the Project and to discuss other project management issues.
- D8.4.1 Meetings shall be held monthly during design stages up to tender posting.
- D8.4.2 Schedule all of the regular monthly project meetings within five (5) days of the pre-commencement meeting meeting.
- D8.4.3 If critical design dates outlined in D24 are not achieved during the design stages, regular project meeting frequency shall increase to every two weeks until the design stage is complete. No additional fees will be contemplated for additional meetings.
- D8.4.4 The frequency of meetings may vary based upon the level of project activity.
- D8.5 In addition to the regular monthly project meetings detailed in D8.4, schedule and chair the following meetings:
- (a) pre-commencement meeting – to be scheduled immediately upon award of the Project;
  - (b) risk assessment workshop (as described in D9.4);
  - (c) meeting to review the draft flood risk TM (as described in D9);
  - (d) meeting to review the draft Flood Protection Preliminary Design Report (as described in D10);
  - (e) meeting to review the 60% draft flood protection detail design specifications and Drawings (as described in D11.5);
  - (f) meeting to review the 90% draft flood protection detail design specifications and Drawings (as described in D11.5) and
  - (g) Project closeout meeting.
- D8.5.1 Additional meetings may be required in the event that issues arise during the course of the Project.
- D8.5.2 Meetings can be combined if appropriate.
- D8.6 Provide adequate notice (at least one (1) week) prior to any Site visit or work that will require assistance from City personnel.
- D8.7 Carry out other project management activities as required.

## **D9. DOCUMENT REVIEW AND FLOOD RISK ASSESSMENT**

- D9.1 Review all pertinent background information including, but not limited to:
- (a) drawings;
  - (b) past bid opportunities and tenders; and
  - (c) past reports and technical memorandums.
- D9.2 Conduct a detailed Site investigation of the DBPS facility and the WTP to confirm previously identified potential flooding risks and to determine the existence of any additional flooding risks.
- D9.3 Review the sump discharge at the Clearwell Outlet Building. Provide a recommendation for improving the existing issues with standing water and icy conditions through a connection to below grade drainage infrastructure.
- D9.4 Conduct a risk assessment workshop with City personnel.
- D9.4.1 The intent of the risk assessment workshop would be to go over the previously and newly identified potential flood risks to:
- (a) determine the likelihood of the flood event happening;

- (b) determine the severity/consequences of the flood event happening;
  - (c) determine if measures could be undertaken to lower the likelihood or the consequence of the flood event.
- D9.4.2 The risk assessment workshop shall be a minimum of 3.5 hours long.
- D9.4.3 Provide minutes of the risk assessment workshop within fifteen (15) Business Days of completion of the workshop.
- D9.5 Using the information obtained in 9.1 through 9.3, prepare a Risk Assessment TM.
- D9.5.1 The Risk Assessment TM shall, at a minimum:
- (a) describe all the previously and newly identified potential flood risks.
  - (b) rate the potential flood risks based on likelihood and severity/ consequence.
  - (c) make recommendations as to which potential flood risks should be addressed in preliminary design.
- D9.5.2 Submit a draft of the TM for City review and comment.
- D9.5.3 Conduct a meeting with the City Project team to discuss the findings and recommendations of the TM approximately fifteen (15) Business Days following the submission of the draft TM.
- D9.5.4 Resubmit the final TM after incorporating City review comments and comments that arose during the draft TM review meeting.

## **D10. PRELIMINARY DESIGN**

- D10.1 Provide all necessary engineering services (process, civil, geotechnical, structural, mechanical, electrical, and instrumentation) as required to prepare the preliminary design report in order to address the potential flood risks recommended for mitigation in the Risk Assessment TM described in D9.4.
- D10.2 For each potential flood risk recommended for mitigation in the Risk Assessment TM, prepare the following as appropriate:
- (a) review of options, if appropriate, including:
    - (i) a tabulated comprehensive list of pros and cons for each option, including ease of implementation, financially immeasurable benefits (e.g. increased safety, operational flexibility, etc.); and
    - (ii) a life-cycle cost analysis.
  - (b) A general system description and preliminary control narrative.
  - (c) Class 3 cost estimate including:
    - (i) A list of assumptions and exclusions for the estimate;
    - (ii) utility agency (i.e. Manitoba Hydro) costs;
    - (iii) contingency costs for potential risks broken down by item;
    - (iv) MRST as applicable.
- D10.2.1 Preliminary design Drawings including at a minimum:
- (a) equipment layout drawings;
  - (b) P&IDs;
  - (c) electrical single line drawings; and
  - (d) Site plan.
- D10.2.2 Design calculations.
- D10.2.3 Construction schedule that includes:

- (a) Gantt chart for the implementation of the recommended options; and
- (b) anticipated task times.

D10.3 Prepare and submit the draft preliminary design report for review and acceptance by the City.

- (a) Conduct a meeting with the City Project team to discuss the draft preliminary design report approximately fifteen (15) Business Days following the submission of the draft preliminary design report.
- (b) Resubmit the final preliminary design report after incorporating City review comments and comments that arose during the review meeting in D10.3(a).

D10.4 Notwithstanding the findings from task D9, for bidding purposes, assume the preliminary design shall only include the following tasks:

- (a) Installation of an actuated butterfly valve on the 150 mm weeping tile inlet pipe in the DBPS storm sump as described in Potential Flood Protection System at the Deacon Booster Pumping Station (AECOM, 2007). The proposed actuated control valve is to be control looped with the sump level monitoring system such that it will automatically close/throttle weeping tile inflow at set points and coordinate inflow with the pump discharge capacity.
- (b) Automation of the three sluice gates at the Cell No. 1 outlet chamber, one sluice gate at the Cell No. 3 outlet chamber, and one sluice gate at the Clearwell outlet chamber as described in Potential Flood Protection System at the Deacon Booster Pumping Station (AECOM, 2007). The designs shall be complete with power and control systems. The actuators will be required to allow for remote monitoring and operation of the sluice gates.
- (c) Installation of a high-level alarm in the DBPS storm sump pit as described in Technical Memorandum No. 7 – Assessment of Potential Flooding at Deacon Booster Pumping Station (Earth Tech, 2004). The high-level alarm will complement the existing flood detection alarm located in the sanitary sump in order to increase reliability and provide redundancy.
- (d) Installation of a groundwater monitoring system as described in Technical Memorandum No. 7 – Assessment of Potential Flooding at Deacon Booster Pumping Station (Earth Tech, 2004). For bidding purposes, assume that the groundwater monitoring system will consist of a single monitoring well and piezometer installed between the DBPS and the Cell 1 Treated Water Valve Chamber.
- (e) Modification of MH-1 on the main land drainage outlet pipe. Modifications to include installation of a manually operated flow control sluice gate at the MH-1 outlet and structural modifications to MH-1 to accommodate a truck mounted screw pump, as described in the Winnipeg Water Treatment Plant Flood Protection Technical Memorandum (UMA/AECOM, 2008).
- (f) Modifications to the Clearwell Outlet Building sump discharge.
- (g) Installation of a permanent pumping system in the WTP weeping tile manholes as presented in the 2007 Memo WTP Foundation Weeping Tile System – Pumping Alternatives.

## **D11. DETAILED DESIGN AND TENDER**

D11.1 Provide all necessary engineering services (process, civil, geotechnical, structural, mechanical, electrical, and instrumentation) as required for the detailed design of the recommended preliminary designs developed in D10 as reviewed and approved by the City. The detailed design(s) shall address technical and operational issues, reliability and safety concerns, and all current applicable code requirements.

D11.2 Notwithstanding D11.1, for bidding purposes, assume the detailed design shall only include the tasks outlined in D10.4.

- D11.3 Where necessary, conduct field surveys and investigations to verify the existing conditions and to supplement all available information. Notify the City's Project Manager if existing conditions are found to deviate from City records.
- D11.4 Identify all permits necessary for construction.
- D11.5 Prepare a Tender document, utilizing the appropriate City template from Materials Management, identifying and complying with all Materials Management policies and requirements, and consulting with the City of Winnipeg's Insurance Branch for review of the insurance requirements. The Tender package shall include:
- (a) technical specifications. The technical specification package to include:
    - (i) a process control narrative associated with the upgrades;
    - (ii) an instrumentation index and instrumentation specification sheets;
    - (iii) a PLC I/O index;
    - (iv) equipment schedules and spare parts listings;
    - (v) submittal requirements;
    - (vi) quality assurance requirements;
    - (vii) validation requirements;
    - (viii) a commissioning plan;
    - (ix) operation and maintenance requirements;
    - (x) critical dates; and
    - (xi) any other applicable information required by the contractor.
  - (b) detailed design Drawings. Drawings package to include:
    - (i) design Drawings for all disciplines; and
    - (ii) applicable reference drawings of the existing site and equipment.
- D11.5.1 Submit one (1) electronic copy of the 60% draft tender package for all aspects of the work including detailed construction Drawings and technical specifications.
- (a) The Consultant is encouraged to submit for review at an earlier stage for any individual components that may be of interest to the City or where City direction is required. Coordinate with the Project Manager as required.
  - (b) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
  - (c) The electronic copies of the draft Drawings shall be submitted in PDF format.
  - (d) Conduct a meeting to review the City's comments on the 60% draft tender documents.
- D11.5.2 Submit one (1) electronic copy of the 90% draft detailed tender package for all aspects of the work, including all tender package items listed in D11.5.
- (a) The electronic copies of the draft tender documents, technical specifications, and commissioning plan shall be submitted in Microsoft Word format.
  - (b) The electronic copies of the draft Drawings shall be submitted in PDF format.
  - (c) Conduct a meeting to review the City's comments on the 90% draft tender packages.
  - (d) Incorporate all City comments into the final tender packages.
- D11.5.3 Prepare the tender package utilizing the appropriate City template from Materials Management. Identify and comply with all Materials Management policies and requirements.
- D11.6 Prepare a Class 1 Cost Estimate following incorporation of City Review comments of the 90% tender package submission.
- D11.6.1 The Class 1 Cost Estimate shall, at a minimum:

- (i) list all assumptions and exclusions for the estimate (e.g. currency exchange rates, labour rates; project delivery method, basis for labour hours, etc.);
  - (ii) include line item take-offs for equipment, materials, and rentals showing the unit price, unit labour hours, and quantities. Material costs and labour hours should be extended out based on indicated quantities;
  - (iii) include assumed base labour rates;
  - (iv) include general condition costs including but not limited to bonding, insurance, permits, as-builts, shop drawings, and health & safety;
  - (v) include Mark-ups for general contractor, division trades, and sub-trades; and
  - (vi) include MRST as applicable.
- D11.6.2 The Class 1 Cost Estimate shall be submitted at least one (1) week prior to sending the tender for posting by the Materials Management division.
- D11.6.3 The Class 1 Cost Estimate shall be completed using the latest version of the City's Basis of Estimate template, 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#3>
- D11.6.4 Prepare an estimated construction schedule.
- D11.7 Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes package, including detailed engineering calculations, Drawings, and criteria assumed and employed in the design(s).
- D11.8 Procurement
  - (a) Arrange for advertisement of the tender package with the City's Materials Management Division.
  - (b) Provide appropriate response to bidders and advice to the City during the tender posting period.
  - (c) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
  - (d) Issue addenda to the bid opportunity, as required.
  - (e) Arrange for and attend bidder's site visit(s).
  - (f) Evaluate the bids received and provide an award of contract recommendation letter.
  - (g) If the bids deviate more than 15% from the Class 1 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter.
- D12. NON-RESIDENT SERVICES**
- D12.1 Administer the construction contract.
- D12.2 Use the appropriate City templates throughout the course of the Project. All documents can be found on the City's Infrastructure Planning Office website:  
<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>
- D12.2.1 Relevant City templates include but are not limited to:
  - (a) pre-construction meeting agenda and meeting minutes;
  - (b) proposed change notice (PCN);
  - (c) PCN log;
  - (d) request for information (RFI);
  - (e) RFI log;
  - (f) field instruction;
  - (g) field instruction log;

- (h) contract change log;
  - (i) change of work order (CWO);
  - (j) decision log;
  - (k) daily construction report;
  - (l) inspection report;
  - (m) meeting minutes;
  - (n) site meeting minutes;
  - (o) project status report;
  - (p) certificate of Substantial Performance;
  - (q) certificate of Total Performance; and
  - (r) certificate of Acceptance.
- D12.3 Conduct a pre-construction meeting with the contractor and provide minutes.
- D12.4 Prior to construction, prepare and submit a written and photographic record of the physical condition of the Work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D12.5 Coordinate with the contractor for completion of permits, if applicable, in a timely manner.
- D12.6 Review and accept contractor submittals (i.e. shop drawings, safe work plan, etc.) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
- D12.7 Review and report to the City on laboratory, shop, and other test results conducted upon materials and/or equipment.
- D12.8 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D12.9 Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the consultant, immediately following receipt or dispatch by the consultant.
- D12.10 Coordinate and prepare PCN's regarding the contractor scope of work as required. This may include the preparation of specifications and Drawings for the PCN.
- D12.11 Review extra work claims submitted by the contractor. Prepare and process CWO's accordingly in a timely manner.
- D12.12 Review and respond to contractor RFIs in a timely manner.
- D12.13 Prepare contractor site instructions/clarifications/directives as required.
- D12.14 Interpret technical aspects of the contract as requested by the City.
- D12.15 Coordinate regular construction review meetings. The meetings shall include representatives of the City and the contractor. The meetings shall be used to update the City on the status of construction and to discuss any other construction related issues.
- (a) The typical frequency of meetings shall be weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
  - (b) Prepare and distribute meeting minutes within three (3) Business Days. Update the meeting minutes with corrections from other parties. Items requiring immediate actions shall be emailed prior to issuance of the meeting minutes.

- D12.16 Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the Drawings and specifications.
- D12.17 Coordinate and lead a comprehensive, detailed inspection prior to Substantial Performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D12.18 Make a recommendation to the Project Manager when the contractor has achieved Substantial Performance and, upon approval, prepare and issue a certificate of Substantial Performance.
- D12.19 Coordinate and lead a comprehensive, detailed inspection prior to Total Performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D12.20 Make a recommendation to the Project Manager when the contractor has achieved Total Performance and upon approval, prepare and issue a certificate of Total Performance.

### **D13. RESIDENT SERVICES**

- D13.1 Provide full time inspection services when the contractor is on-site to ensure that the construction conforms to the design Drawings and specifications.
- D13.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.
- D13.3 Provide a weekly construction report during the course of construction. The weekly construction report shall include but not be limited to:
  - (a) working days and days lost due to unforeseen conditions the course of construction; and
  - (b) written and photographic records of the construction, including construction progress;
    - (i) Provide a brief description of each photograph in accordance with D6.5.
- D13.4 Keep a continuous record of project activities including but not limited to weekly reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D13.5 Witness quality control procedures implemented by the contractor.
- D13.6 Arrange for and carry out testing of materials utilized by the contractor.
  - (a) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Project Manager, will be reimbursed as an Allowable Disbursement.
  - (b) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
  - (c) Costs shall be substantiated by the provision of suitable documentation.
- D13.7 Prepare, update, maintain and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the contractor.

### **D14. COMMISSIONING SERVICES**

- D14.1 The Consultant is responsible for the planning and leadership of the overall commissioning activities. While the contractor and the City may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning works in coordination with the contractor's schedule.
- D14.2 Project Commissioning Plan



- (a) Prepare project commissioning plans for the various construction items to detail the commissioning processes, roles and responsibilities, commissioning specifications and objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the project.
  - (i) Identify all work items requiring commissioning.
  - (ii) Clearly indicate the tasks required and the party responsible for each task.
  - (iii) Include all disciplines and coordination between the disciplines.
  - (iv) Include all pre-commissioning requirements.
  - (v) Include all phasing requirements.
  - (vi) Integrate a project training plan within the project commissioning plan. Identify all operations and maintenance training requirements, the responsible party (contractor, Consultant, supplier, etc.) and an outline of the content of each training session. As part of the commissioning process, the Consultant shall provide resources to train City personnel on any areas of gaps that are not addressed by the other planned training providers.
  - (vii) Include verification forms with the commissioning plan.
- (b) Ensure the integration of contractor commissioning requirements into the tender package.
- (c) The Project Commissioning Plan may be produced in NMS style format.

#### D14.3 Commissioning Services

- (a) Provide comprehensive leadership during the commissioning of the works. The Consultant has the responsibility to ensure that all commissioning activities are carried out to ensure all equipment is fully operational upon completion of the project.
- (b) Consult with and advise the City during the course of commissioning.
- (c) Coordinate closely with City operations personnel throughout the course of the commissioning process. Ensure that City operations personnel are always aware of the current commissioning status and any upcoming operational requirements or impacts.
- (d) Monitor commissioning activities, witness and certify the accuracy of the reported results.
- (e) Sign off on all commissioning records.
- (f) Compile and hand over to the City all commissioning documentation, including but not limited to:
  - (i) commissioning plans and procedures;
  - (ii) evidence of commissioning verification;
  - (iii) deficiency reports and corrective actions taken;
  - (iv) training material and records; and
  - (v) any other commissioning documents.

#### **D15. RECORD DRAWINGS**

- D15.1 Prepare and submit draft Record Drawings within 30 Calendar Days of total performance of the construction contract.
  - (a) Submit one (1) electronic PDF copy of the draft Record Drawings for City review.
- D15.2 Upon receipt of City review comments submit one (1) set of size A1 Mylar and one (1) electronic copy of PDF and AutoCAD files of the final Record Drawings.
- D15.3 Record Drawings shall reflect Site verified as-constructed conditions, including contractor markups, contract change orders, RFI's, and markups from resident inspection of the work. Reliance solely on contractor markups without Site verification of as-constructed conditions is not satisfactory.

D15.4 Record Drawings shall be authenticated by the engineer-of-record in accordance with the Engineers and Geoscientists of Manitoba document entitled "Authentication of Hardcopy and Electronic Professional Documents."

D15.5 Record Drawings shall adhere to the General Requirements for Drawings as stated in D6.

## **D16. POST CONSTRUCTION SERVICES**

D16.1 Confirm and ensure complete turnover of project documentation (shop drawings, Record Drawings, O&M manuals, design notes and calculations, etc.) to the City by the contractor(s) and verify that the documents are in conformance with the construction contracts.

D16.2 Provide a final construction report to the City within sixty (60) Calendar days of Total Performance. The final construction report shall include the following:

- (a) A brief summary of the project, including:
  - (i) services accomplished, including the initial and final scope of the Project;
  - (ii) issues encountered during the Project and the resolutions achieved;
  - (iii) final or projected final contract cost.
- (b) Appendices, including:
  - (i) photographs – typical pre-construction, during construction, and post-construction photographs;
  - (ii) cost summary;
  - (iii) tabulation of tenders;
  - (iv) change orders;
  - (v) summary of progress payments;
  - (vi) final Contract schedule;
  - (vii) subcontractor list;
  - (viii) daily or weekly reports;
  - (ix) progress meeting minutes;
  - (x) shop drawings/submittals;
  - (xi) field instructions;
  - (xii) contractor RFI's & responses;
  - (xiii) material test reports;
  - (xiv) warranty information;
  - (xv) validation documentation;
  - (xvi) commissioning documentation; and
  - (xvii) certificates of Substantial and Total Performance.

D16.2.1 The consultant shall submit three (3) paper copies and one (1) electronic PDF copy of the final construction report.

D16.3 Provide one (1) year warranty services tied to the dates of Total Performance. The warranty services shall include but are not limited to the following:

- (a) provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the contractor appropriate notice to correct the deficiencies;
- (b) determination if corrective work is part of contractor's warranty;
- (c) liaison and coordination with the contractor to repair defective work;
- (d) conduction of the inspection and approval of warranty work;
- (e) issuance of instructions for correction of deficiencies;

- (f) review of updates to O&M manuals and resolve deficiencies;
- (g) respond to requests of the City related to the Project; and
- (h) provision of a detailed inspection of the Project with the Contractor and the City prior to the end of the warranty period and provide to the City in written form associated itemized deficiency list or appropriate recommendation of acceptance of the construction contract work.

D16.4 Coordinate with the installation contractor and equipment supplier to provide an on-site training session and workshops to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules. The training provided by the contractor shall be in compliance with best practices for operations staff to earn continuing education credits.

- (a) The training materials shall be submitted to the City for review and comment prior to the on-site training.

D16.5 Coordinate with the installation contractor and equipment supplier to provide three (3) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.

#### **D17. ADDITIONAL WORK ALLOWANCE**

D17.1 The additional work allowance is to be used for engineering and design services that arise due to unforeseen conditions arising during various phases of the Project. When such work arises, the Consultant will prepare a concise scope of work and cost proposal in collaboration with the Project Manager. The proposal shall be submitted to the Project Manager for final approval. No additional work shall start prior to this approval.

#### **D18. SITE SECURITY**

D18.1 Each individual proposed to perform Work under this Contract and within the DBPS shall be required to obtain security clearances as described in E1.

D18.2 The Consultant will be issued an access card for access to the DBPS under the following conditions:

- (a) The Consultant shall provide the name and contact information for the person in charge and responsible for the access card(s);
- (b) The Consultant is to coordinate with the City of Winnipeg on the number of cards that will be required;
- (c) The Consultant is to return all access cards immediately after Total Performance; and
- (d) The Consultant is to immediately report any lost cards and return any damaged or non-functioning cards for replacement.

D18.3 Additional protocols for accessing the site will be provided at the project kick-off meeting.

#### **SUBMISSIONS**

##### **D19. AUTHORITY TO CARRY ON BUSINESS**

D19.1 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.

## **D20. SAFE WORK PLAN**

D20.1 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.

D20.2 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>

## **D21. INSURANCE**

D21.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D21.2 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.

D21.2.1 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.

D21.3 The policies required in D21.2(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.

D21.4 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 D21.2(a) and D21.2(b).

D21.5 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 D21.2(a) and D21.2(c).

- D21.6 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 D21.9.
- D21.7 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.
- D21.8 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.
- D21.9 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**

### **D22. COMMENCEMENT**

- D22.1 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.
- D22.2 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 D19;
    - (ii) evidence of the insurance specified in D21.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D22.3 The City intends to award this Contract thirty (30) Business Days from the Submission Deadline listed in B2.1.

### **D23. COVID-19 SCHEDULE DELAYS**

- D23.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public with directives from health authorities and various levels of government, and in close consultation with the Project Manager.
- D23.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D23.3 Within seven (7) Calendar Days of the award of Contract, the Consultant shall declare whether COVID-19 will affect the start date. If the Consultant declares that COVID-19 will affect the start date, the Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff or work by others.
- D23.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D23.5 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

## D24. CRITICAL STAGES

- D24.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) tender package posted to MERX no later than November 1, 2021; and
  - (b) submittal of Record Drawings within 30 Calendar Days of Total Performance of the construction contract.

## THIRD PARTY AGREEMENTS

### D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D25.3 For the purposes of D25:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.4 Modified Insurance Requirements
- D25.4.1 If not already required under the insurance requirements identified in D21, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D25.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.4.3 Further to D21.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Consultant
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of

Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D25.6 Records Retention and Audits

D25.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D25.7 Other Obligations

D25.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D25.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D25.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform Services under this Contract within facilities associated with the water supply, treatment, and distribution system including but not limited to the WTP and the DBPS shall be required to obtain a Public Safety Verification Check and a Police Information Check as detailed below.

E1.1.1 The Public Safety Verification Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup seventy-two (72) hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. Click on the link below, complete the form, and hit submit. **\*\***(This form is to be completed by the company, not by the employee requiring the security clearances). <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within forty-eight (48) hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a username and password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" e-mail. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Public Safety Verification Check and/or a Police Information Check, follow the steps below:
  - (i) click on the sub-tab labelled "Order eConsent";
  - (ii) fill out the required information about the employee proposed to perform Services under this Contract within City facilities (the person that requires the security clearances);
  - (iii) select your location under the "Order Information" section and enter the organization's phone number, if required;
  - (iv) select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Public Safety Verification Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Public Safety Verification Check and the Police Information Check should have a grey check mark beside them;
  - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Services under this Contract within City facilities will be invited to complete their security clearance;
  - (vi) The employee will receive the invitation and must click on the link and complete their Public Safety Verification Check and/or Police Information Check;
  - (vii) The results of the Public Safety Verification Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within twenty-four (24) hours; and
  - (viii) contact Ron Risley at 204-986-3758 if you have any questions regarding the Public Safety Verification Check.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: [linda.ferens@sterlingcheck.com](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto:managedsupport@sterlingcheck.com)

E1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;



- (i) see E1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
  - (b) a police service having jurisdiction at his/her place of residence;
    - (i) 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;
    - (ii) the applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
  - (c) Commissionaires (Manitoba Division);
    - (i) forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
    - (ii) the applicant shall provide the original Police Information Check to the Contract Administrator; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
    - (i) forms to be completed can be found on the website at: <https://myfastcheck.com>
    - (ii) the applicant shall provide the original Police Information Check to the Contract Administrator.
- E1.2 Any individual for whom a Public Safety Verification Check and/or a Police Information Check is not provided will not be permitted to perform any Services.
- E1.3 Individuals for whom a Public Safety Verification Check indicates “CLEAR” and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Services as specified in E1.1.
- E1.4 Individuals for whom a Public Safety Verification Check does not indicate “CLEAR” and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Services as specified in E1.1.
  - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Services.
  - (b) Convictions or pending charges that may preclude an individual from performing any Services include but are not limited to:
    - (i) convictions or pending charges related to property offences; and/or
    - (ii) convictions or pending charges related to crimes against another person.
  - (c) Where additional investigation related to a Public Safety Verification Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
  - (d) Additional investigation by the City may take upwards of six (6) weeks.
- E1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Services within City facilities, the Contractor shall supply the Contract Administrator with a Public Safety Verification Check and a Police Information Check satisfactory to the City 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 Services.
- E1.6 Any Public Safety Verification Check and Police Information Check determined to be satisfactory to the City 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 Public Safety Verification Check and/or a Police Information Check. Any individual who fails to provide a Public Safety Verification Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Services as specified in E1.1.

## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES**

## APPENDIX B – RELEVANT DOCUMENTS

The following written documents are available electronically in PDF format by request to the Project Manager:

1	<b>Technical Memorandum No. 7 Assessment of Potential Flooding at Deacon Booster Pumping Station</b>	
	Author: Earthech Published: 2004	The report identifies potential flood scenarios at the DBPS, and provides options to improve flood protection systems of the DBPS.
2	<b>Technical Memorandum: Groundwater Management under the Foundation</b>	
	Author: CH2MHILL Published: 2006	The report documents the approach adopted to manage groundwater under and around the WTP
3	<b>Assessment of the Potential Flood Protection Systems at the Deacon Booster Pumping Station</b>	
	Author: UMA/AECOM Published: 2007	The report expands on TM No. 7 and identifies alternative control measures to reduce or mitigate flooding potential of the DBPS from upstream discharge points.
4	<b>WTP Foundation Weeping Tile System – Pumping Alternatives</b>	
	Author: UMA/AECOM Published: 2007	The report assesses discharge options for the WTP foundation weeping tile manholes.
5	<b>Flood Protection Requirements for the City of Winnipeg Water Treatment Plant (WTP)</b>	
	Author: UMA/AECOM Published: 2009	The report provides an overview of the various drainage features that can impact the WTP site including overland flooding and the impact of Floodway levels on WTP overflow capacity.
6	<b>Winnipeg WTP – Main Land Drainage Sewer – Overflow Hydraulics</b>	
	Author: UMA/AECOM Published: 2005	The report analyzes various WTP overflow scenarios and the influence of rainfall events and floodway levels on overflow capacity.
7	<b>Winnipeg WTP – LDS Design</b>	
	Author: UMA/AECOM Published: 2006	The report outlines the WTP LDS concept and design rationale for determining the appropriate sizing of the LDS.
8	<b>Flood Protection and Land Drainage Overflow for City of Winnipeg</b>	
	Author: UMA/AECOM Published: 2008	The report reviews potential flood risk from overland flooding and the impact of various rainfall events when paired with various Floodway levels.

The following reference Drawings are available in PDF format by request to the Project Manager:

<b>Project Title &amp; Drawing Type</b>	<b>Year</b>	<b>Tender/Bid Opportunity #</b>	<b># Drawings</b>
DBPS (Original Construction) - As-Built Drawings	1981	N/A	14
DBPS Upgrade – As-Constructed Drawings	2010	35-2006	4
Clearwell Construction	2010	166-2005	12
WTP Foundation Weeping Tile Drawings	2009	586-2005	13
Site Utilities	2009	94-2007	8
Deacon Reservoir Expansion (Cell 3) – As-Constructed Drawings	2001	95-2	6

## **APPENDIX C – CITY OF WINNIPEG COVID-19 SELF-SCREENING QUESTIONNAIRE**