



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 164-2021

**PROFESSIONAL CONSULTING SERVICES FOR TACHÉ BOOSTER PUMPING
STATION AND TACHÉ SURGE TOWER STRUCTURAL UPGRADES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR TACHÉ BOOSTER PUMPING STATION AND TACHÉ SURGE TOWER STRUCTURAL UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2021.

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 Taché Booster Pumping Station (TBPS) and Taché Surge Tower (address: 866 Tache Avenue) on:

(a) March 23, 2021 at 10:00 am

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

B3.1.2 Proponents registered for a Site investigation must provide the City of Winnipeg's (City's) Project Manager with a Global Sanctions & Politically Exposed Persons Check obtained not earlier than one (1) year prior to the Site investigation.

(a) The Global Sanctions & Politically Exposed Persons 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.

(b) The results of the Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons Check with the City.

B3.1.3 Access to view the Site can only be done under supervision of the City.

B3.1.4 Access to the interior of the Taché Surge Tower will not be available during the Site investigation due to operational constraints.

B3.1.5 Proponents are required to provide their own personal protective equipment for the Site investigation. CSA approved safety footwear, safety harness, gloves, and proof of confined entry training and fall protection training will be required for all attendees of the Site investigation. The City will provide access ladders, a davit crane, air monitoring and the confined space entry permit.

B3.1.6 Transportation to the Sites will be the responsibility of the Proponent.

B3.1.7 Depending on the number of Proponents anticipated to take part in the Site investigation and the COVID-19 requirements at the time of the Site investigation, a second Site investigation date may be proposed.

- B3.2 Proponents are not permitted to take photographs or videos at the Site investigation. The Proponent may request pictures of specific areas or equipment from the Project Manager. Subject to the City's approval, the requested photographs will be shared with the Proponents.
- B3.3 Further to D20, it is acknowledged that COVID-19 may impact how the Site investigation is conducted. A number of protocols have been implemented for the safety of all participants.
- B3.3.1 The Site investigation will be carried out in accordance with the most stringent applicable Federal, Provincial, local government, and City guidelines and regulations for COVID-19 in place at the time of the Site investigation.
- B3.3.2 The Proponent's representative will be required to complete the self-assessment on the Manitoba Shared Health website <https://sharedhealthmb.ca/covid19/screening-tool/> the day prior to and the day of the Site investigation. If the self-assessment recommends an additional COVID-19 assessment or self-isolation, the Proponent will be required to assign a different representative for the Site investigation with the appropriate clearances indicated in B3.1.2.
- B3.4 Notwithstanding B3.1 and B3.3, 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.
- B3.4.1 In the event that the Site investigation is unable to be held due to COVID-19, the City will consider providing a virtual tour. This may include photographs and/or videos. Proponents will be provided the opportunity to request specific photographs and videos, subject to approval by the City.
- B3.5 Although attendance at the Site investigation is not mandatory, the City strongly suggests that Proponents attend.
- B3.6 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 unless that response or interpretation is provided by the Project Manager in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the 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.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) 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, contain 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.
- 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 D3 – Scope of Services:
- (a) Project Management in accordance with D8;
 - (b) Detailed Design and Tender in accordance with D9;
 - (c) Non-Resident Services in accordance with D10;
 - (d) As-Build Drawings in accordance with D12; and
 - (e) Post Construction Services in accordance with D13.
- B9.3 The Proposal shall include a Time-Based Fee schedule for the following sections identified in D3 – Scope of Services:
- (a) Resident Services in accordance with D101;
 - (i) Time-Based Fees shall be based on on-site inspection services as described in D11.
 - (ii) For Proposal purposes these fees shall be based on 240 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 amount of hours worked by the Proponent.
 - (b) Additional Work Allowance in accordance with D144.
 - (i) The Proponent shall include an additional work allowance of \$10,000 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).
- B9.9.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.

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) description of the project;
- (b) role of the consultant;
- (c) project's original contracted consulting cost and final 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 schedule (anticipated project schedule and actual project delivery schedule, showing design separately);
- (f) 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 project manager;
- (b) lead structural engineer;
- (c) resident contract administrator;
- (d) architect with historical buildings experience; and
- (e) 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;
 - (e) years of experience in design and construction; and
 - (f) years of experience with existing employer.
- 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 Proponent 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 Methodology should be presented in accordance with the Scope of Services identified in D37.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should 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.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D3 Scope of Services.

- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.5.2 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.5.3 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 identified in D3.
- B13.2 Further to B13.1, the Proponent's schedule should also include:
- (a) a Work Breakdown Structure (WBS);
 - (b) critical dates for review;
 - (c) anticipated review and approval periods by the City during the design and tendering phases of the project;
 - (i) Two (2) weeks should be allowed for the City's review of major Project Deliverables;
 - (ii) A four (4) week construction tender period should be assumed;
 - (iii) A four (4) week construction tender award period should be assumed;
 - (d) Project meetings; and
 - (e) submission dates for required Deliverables.
- B13.3 The schedule should incorporate the critical dates listed in D21. The Proponent shall give justification in the event that the milestone dates listed in the schedule deviate.

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.
- B14.3 The following report was prepared by the organization identified in B14.2 and is available to Proponents after the City has received a signed Non-Disclosure Agreement that can be found in Appendix C
- (a) Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades, RFP No. 85-2016 (AECOM, 2016)

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 design, management of construction, and contract administration for architectural and/or engineering projects of similar complexity, scope, and value as 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.
- 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 RFP 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) 22%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 30%
- (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 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent and may include organizations representing Persons known to have done business with the Proponent.
- B22.6 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) similarity of the Proponent's past projects to this Project; and
 - (b) performance of the Proponent on past referenced projects included in the RFP and any City of Winnipeg projects including to 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.
- B22.7.1 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)
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on projects of comparable size and complexity, considering the information provided in B11, including but not limited to the following criteria:
- (a) availability of Key Personnel;
 - (b) appropriateness of related years of experience of the Key Personnel;
 - (c) relevancy of experience of the Key Personnel; and
 - (d) appropriateness of the approach to the overall team formation and coordination of team members.
- B22.8.1 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.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B11.2, 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 and personnel assigned to individual tasks;
 - (d) proponent's understanding of the Project, including the deliverables, risks, and constraints; and
 - (e) demonstration of insight beyond the information presented in this RFP.

- B22.9.1 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.
- B22.10 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.
- B22.11 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.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 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)(i) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

- B23.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the RFP 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:
Sam Brask, C.E.T.
Telephone No. 204 794-8602
Email Address: sbrask@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 Taché Surge Tower was commissioned in 1919 as part of the original Shoal Lake Aqueduct works and is located south of the TBPS. All water supplied by the Branch I Aqueduct enters the Taché Surge Tower and flows by gravity to either the TBPS or directly to the McPhillips Reservoir via a bypass line. The normal mode of operation is through the bypass line.

D3.1.1 On May 27, 2019, the Winnipeg Aqueduct St. Boniface Surge Tank (Taché Surge Tower) was added to the List of Historical Buildings with the following character defining elements:

- (a) Exterior:
 - i. The round, utilitarian, dark brick structure located east of Avenue Taché near the banks of the Red River;
 - ii. The rough-cut limestone base topped by a concrete band encircling the tank except for the small, east-side door;
 - iii. The ornamental brickwork with header and stretcher courses, arches and diamond shapes with concrete accents;
 - iv. The roof line embellished with raised brick, stone and concrete cornice and concrete capped brick parapet.

D3.2 The TBPS, located on the north-east corner of Taché Avenue and Messenger Street, was constructed in 1950. The TBPS is used to boost the flow of water in the Branch I Aqueduct to the McPhillips Reservoir during periods of high customer water demand or during special operating conditions, such as when the Branch II Aqueduct is out of service. Currently, the TBPS operates periodically; however, it is essential for a reliable means to refill the McPhillips Reservoir on a daily basis for unique or emergency operating conditions.

D3.2.1 In 2020, the TBPS roof was replaced as per Tender 555-2019.

D3.3 Minimal structural and architectural upgrades have taken place to both of the Taché Surge Tower and the TBPS since their original construction. In 2017, AECOM Canada Ltd. completed a Preliminary Design Report for the Taché Booster Pumping Station and Surge Tower Upgrades and identified the TBPS and Taché Surge Tower as requiring structural and architectural upgrades.

D3.4 The funds available for this Contract are \$151,000 including MRST.

D4. DEFINITIONS

D4.2 When used in this RFP:

- (a) “**% Work Complete**” means the percent maturity level of a particular task and/or deliverable for the Project. This is not a reflection of the actual effort/cost expended in relation to the budgeted effort/cost;
- (b) “**Additional Work Allowance**” means a cash allowance that is to be used for engineering and project management in the event pre-existing unforeseen Site conditions or City instigated changes that arise during the various stages of the Project.
- (a) “**As-Built Drawings**” means drawings prepared by a third party, or by the professional using information furnished by the contractor or other field staff;
- (b) “**CAD**” means Computer Assisted Drawing;
- (c) “**Class 1 Cost Estimate**” means an estimate within an expected accuracy within -10% to +15%;
- (d) “**HBRC**” means the Historical Buildings and Resources Committee;
- (e) “**Historical Drawings**” means technical drawings and sketches of the existing facilities, systems and/or processes that have not been confirmed for accuracy and relevancy to the current installed conditions on Site;
- (f) “**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;
- (g) “**MRST**” means Manitoba Retail Sales Tax;
- (h) “**NMS**” means National Master Specification;
- (i) “**PCN**” means Proposed Change Notice;
- (j) “**PDF**” means Portable Document Format;
- (k) “**RFI**” means Request for Information;
- (l) “**Scope of Services**” means all Services executed under the Contract;
- (m) “**Substantial Performance**” shall have the meaning attributed to it in The Builders’ Liens Act (Manitoba), or any successor legislation thereto;
- (n) “**TBPS**” means the Taché Booster Pumping Station;
- (o) “**WBS**” means Work Breakdown Structure; and
- (p) “**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. The Non-Disclosure Agreement can be found in Appendix C – Non-Disclosure Agreement.

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, 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 Project Manager 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. The Consultant shall confirm with the Project Manager the agencies that are being contacted prior to doing so.

D6.1.6 The following design guides and standards shall apply to the Services:

- (a) 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

D6.2 General Requirements for Project Deliverables

D6.2.1 Project Deliverables include but are not limited to:

- (a) updated project management plan as detailed in D8.2;
- (b) Safe Work Plan as detailed in D8.2;
- (c) tender package as described in D9.6;
- (d) As-Built Drawings as described in D12; and
- (e) final construction report as described in D123.2.

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.

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.
- (c) All City review comments shall be considered and incorporated into the final version, as applicable.

D6.3 General Requirements for Drawings

D6.3.1 Drawings shall be prepared in accordance with the W&W's 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 All profile components of Drawings shall be in natural scale.

D6.3.4 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.

D6.3.5 Draft Drawings shall be submitted in PDF format. Draft Drawings to be submitted to the City for review and comment at 30%, 60%, and 90% completion. Comments shall be reviewed and incorporated into the final Drawings, as applicable.

D6.3.6 All final Drawings shall be submitted in both PDF and AutoCAD format version 2012 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 Historical Drawings.

D6.4 General Requirements for Technical 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.

D6.4.2 The technical specifications 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 technical specifications.

D6.4.4 Draft technical specifications to be submitted to the City for review and comment at 30%, 60%, and 90% completion. Comments shall be reviewed and incorporated into the final technical specifications, as applicable.

- (a) Prior to submitting the draft specifications, submit two representative technical specification sections for City review and comments. All further technical specification sections shall incorporate the City's comments.

D6.5 General Requirements for Operation and Maintenance Manuals

- D6.5.1 Review the submitted operations and maintenance manuals for usability and appropriateness.
- D6.5.2 The Operations and Maintenance Manuals shall consist of the following:
- (a) basis of design (prepared during the Design phase);
 - (b) performance requirements (prepared during the Design phase);
 - (c) equipment schedules (prepared during the Design phase and as-built);
 - (d) operation and maintenance instructions for each system;
 - (e) test reports; and
 - (f) final approved and/or as-built shop drawings.
- D6.6 General Requirements for Submittal List
- D6.6.1 At all draft specification submittals, submit a draft submittal list. Sample submittal list can be found in Appendix D. City will provide comments on the draft submittal list. Comments shall be reviewed and incorporated into the final tender submission, as applicable.
- D6.7 General Requirements for AACE Class 1 Cost Estimate
- D6.7.1 Draft AACE Class 1 Cost Estimate to be submitted to the City for review and comment at 90% completion of technical specifications. Comments shall be reviewed and incorporated into the final AACE Class 1 Cost Estimate, as applicable.
- D6.7.2 List all assumptions and exclusions for the estimate (e.g. currency exchange rates, labour rates; project delivery method, basis for labour hours, etc.).
- D6.7.3 Include line item take-offs for equipment, materials, and rentals showing the unit price, unit labour hours, and quantities. Material costs and labour hours to be extended out based on indicated quantities.
- D6.7.4 Include assumed base labour rates.
- D6.7.5 Include general condition costs including but not limited to bonding, insurance, permits, As-Builts, shop drawings, and health & safety.
- D6.7.6 Include mark-ups for general contractor, division trades, and sub-trades.
- D6.7.7 Include for MRST as applicable.
- D6.8 General Requirements for Construction Plan
- D6.8.1 Provide a construction plan which addresses the Site constraints (e.g. buried Critical Infrastructure, etc.) and details the proposed construction sequence.
- D6.8.2 The plan shall suitable for both City and contractor use.
- D6.8.3 The construction plan shall consist of the following sections at a minimum:
- (a) Introduction
 - (b) Construction Sequence and Schedule
 - (c) Controls to Maintain System Operations
 - (d) Temporary Construction Requirements
 - (e) Risk Analysis
- D6.9 General Requirements for Photographs
- D6.9.1 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.

D6.10 General Requirements for Meetings

D6.10.1 Schedule and chair Project meetings.

- (a) Provide an agenda a minimum of two (2) Business Days before the meeting date.
- (b) Provide meeting minutes within five (5) business days after the meeting date.
- (c) Meetings shall be held at the TBPS, the Consultant's Winnipeg office, virtually, or any alternative site agreed upon by the Project Manager and the Consultant.

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 structural and architectural upgrades to the TBPS and Taché Surge Tower.

D7.2 The Services required under this Contract shall consist of the following phases and as outlined in D8 to D13 in accordance with the following:

- (a) Project Management in accordance with D8;
- (b) Detailed Design and Tender in accordance with D9;
- (c) Non-Resident Services in accordance with D10;
- (d) Resident Services in accordance with D11;
- (e) As-Built Drawings in accordance with D12;
- (f) Post Construction Services in accordance with D13; and
- (g) Additional Work Allowance in accordance with D14.

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 D13.

D8.2 Review and update the four (4) Project Management documents listed below within three (3) weeks of Project award and throughout the project as required. These documents are part of the City's Asset Management Program and will be completed by the City's Project Manager. For Proposal purposes, assume the review and updates will take three (3) hours per document for a total of twelve (12) hours.

- (i) Stakeholder Assessment and Communications Plan;

- (ii) Risk Identification Checklist;
- (iii) Risk Management Plan; and
- (iv) Project Delivery Plan.

- D8.3 Issue Consultant Progress Reports every thirty (30) Calendar Days after the pre-commencement meeting up to the Total Performance of the construction tender.
- D8.3.1 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).
- D8.3.2 If critical stages outlined in D21 are not achieved, submit Consultant Progress Reports every fifteen (15) Calendar Days until the Deliverables indicated in D6.2.1 are approved by the City. No additional fees will be contemplated for additional Consultant Progress Reports.
- D8.4 Coordinate regular 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 The meeting minutes template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).
- D8.4.2 Meetings shall be held every thirty (30) Calendar Days during the design stage up to tender posting.
- D8.4.3 Schedule all of the regular Project meetings within five (5) days of the pre-commencement meeting.
- D8.4.4 If critical design dates outlined in D21 are not achieved during the design stage, regular Project meeting frequency shall increase to every fifteen (15) Calendar Days until the deliverables indicated in D6.2.1 are approved by the City. No additional fees will be contemplated for additional Project meetings.
- D8.4.5 The frequency of meetings may vary based upon the level of project activity.
- D8.5 In addition to the regular 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) meeting to review final scope of work (as described in D9.3.2);
 - (c) meeting to review the 30% and the 60% construction tender documents;
 - (d) meeting to review the final construction tender submission; and
 - (e) Project closeout meeting.
- D8.5.1 Meetings can be combined if appropriate.
- D8.5.2 Additional meetings may be required in the event that issues arise during the course of the Project.
- 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. DETAILED DESIGN AND TENDER**
- D9.1 Provide all necessary professional services as required to prepare the detailed design and tender submission for the structural and architectural upgrades to the TBPS and Taché Surge Tower.

- D9.1.1 The detailed design shall address technical and operational issues, reliability and safety concerns, requirement of the historical building designation for the Taché Surge Tower, and all current applicable code requirements.
- D9.2 Review all pertinent background information including, but not limited to:
- (a) Historical Drawings;
 - (b) Preliminary Design for the Taché Booster Pumping Station and Taché Surge Tower Upgrades (AECOM Canada Ltd. 2017); and
 - (c) past tenders.
- D9.3 Conduct a detailed Site investigation to verify the existing drawings and the structural and architectural recommendations from the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) and to identify any new structural and architectural remediation requirements. Notify the City's Project Manager if existing conditions are found to deviate from City records.
- D9.3.1 The Site investigation shall include an inspection of the Tache Surge Tower internal areas. Note that this area was not inspected when the preliminary design study was conducted.
- D9.3.2 Conduct a meeting after the site investigation to verify the final scope of work.
- D9.4 For bidding purposes, the Proposal submission shall assume the scope of work detailed in D9.4.1 and D9.4.2 shall proceed to detailed design. Any changes to the scope of work will be addressed in accordance with C8 of the General Conditions for Consultant Services.
- D9.4.1 The TBPS scope of work to include:
- (a) Upgrades to the below grade structural components as detailed in Section 4.1.1.3 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) provision of a sump pit cover;
 - (ii) epoxy injection of isolated small temperature and shrinkage cracks; and
 - (iii) remediation of an isolated area of delaminated concrete wall.
 - (b) Upgrades to the exterior wall finishes as detailed in Section 4.1.1.4 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) Repointing of isolated areas of the existing brick veneer where cracks or deteriorated mortar has occurred.
 - (c) Upgrades to the exterior windows and doors as detailed in Section 4.1.1.5 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) replacement of cracked glass blocks in the existing glass block windows;
 - (ii) repointing of the mortar joints between the glass blocks and exterior brick veneer;
 - (iii) patching of a damaged window sill;
 - (iv) replacement of two small windows; and
 - (v) replacement of the existing wood exterior doors with, insulated galvanized steel door and frames.
 - (d) Upgrades to the existing chimney as detailed in Section 4.1.1.7 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) repointing of various isolated locations of brick mortar joints;
 - (ii) replacement of the existing cap with a more heavily sloped aluminum cap; and
 - (iii) replacement of the sealant around the mechanical exhaust vent.

- (e) Upgrades to the interior windows and doors as detailed in Section 4.1.1.8 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) replacement of door hardware;
 - (ii) adjustment and trimming of wood doors;
 - (iii) replacement of the interior windows is **not** to be included in the scope of work; and
 - (iv) removal of the existing sliding vintage fire rated door is **not** to be included in the scope of work.
- (f) Upgrades to the interior guardrails as detailed in Section 4.1.1.10 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) extending the existing guardrail system or replacing the existing guardrail system to meet current code requirements.
 - ◆ The existing guardrail system will have to be assessed to determine if it has sufficient capacity to support the extension of the guardrails.

D9.4.2 The Taché Surge Tower scope of work to include:

- (a) Upgrades to the structural and architectural external conditions as detailed in Section 4.2.1.1 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) remediation of isolated areas of the existing brick veneer; and
 - (ii) replacement of the existing doors with galvanized steel insulated doors and frames.
- (b) Upgrades to the existing roofing and parapet as detailed in Section 4.2.1.2 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) replacement of the sloped concrete roof and concrete encasements;
 - ◆ An investigation of the potential usage of roof rigid insulation to extend the service life of the unheated structure; and
 - (ii) Remediation of isolated areas of the existing parapet's outer veneer surface including:
 - ◆ Repointing of select brick mortar joints;
 - ◆ Replacement or repointing of various areas of the inner surface of the parapet's veneer; and
 - ◆ Resealing of the concrete parapet cap joints.
- (c) Upgrades to the roof access ladder as detailed in Section 4.2.1.3 of the Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades (AECOM Canada Ltd. 2017) including:
 - (i) removal of the existing roof access ladder.

D9.5 The Consultant shall apply for all permits necessary for construction.

D9.5.1 A heritage permit will be required for some components of the work on the Taché Surge Tower.

- (a) Any proposed alterations to the building will require a heritage review by the Heritage Unit and, at times, by the Historical Buildings and Resources Committee (HBRC) to ensure that the historic nature of the building is maintained. As per the By-law, the [Standards and Guidelines for the Conservation of Historic Places in Canada](http://www.winnipeg.ca/ppd/Heritage/DesignStandardsAndGuidelines.stm) and other adopted heritage standard documents are to be applied for best practices for heritage conservation projects. The criteria for heritage approval includes compliance with these documents. For your planning and design purposes, these documents are available to download online:
<http://www.winnipeg.ca/ppd/Heritage/DesignStandardsAndGuidelines.stm>.

- (b) For more information on heritage permits for Listed Historical Resources, review the following links: <http://www.winnipeg.ca/ppd/Heritage/HeritageReviewPermits.stm>

- D9.5.2 The permit application costs will be paid for by the Department directly.
- D9.5.3 The approximate building permit approval timelines shall be accommodated in the construction schedule.

- D9.6 Prepare a detailed design and tender submission. The detailed design and tender submission shall include:
 - (a) Detailed Design Drawings as described in D6.3;
 - (b) Technical Specifications as described in D6.4;
 - (c) Operation and Maintenance Manuals Requirements as described in D6.5.
 - (d) Submission Lists as described in D6.6
 - (e) identification of construction lay-down area;
 - (i) Lay down areas to be restored back to original condition.

- D9.7 Prepare an AACE Class 1 Cost Estimate as described in D6.7 following incorporation of City Review Comments of the 90% detailed design and tender submission.
 - (a) The cost estimate shall be submitted at least one (1) week prior to sending the tender submission to the City's Materials Management Division

- D9.8 Arrange for advertisement of the tender package with the City's Materials Management Division.
- D9.8.1 Provide appropriate response to bidders and advice to the City during the tender posting period.
- D9.8.2 Issue addenda to the tender, as required.
- D9.8.3 Arrange for and attend bidder's Site visit(s).
- D9.8.4 Evaluate the bids received and provide an award of contract recommendation letter.
 - (a) 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.

D10. NON-RESIDENTIAL SERVICES

- D10.1 Administer the construction contract.

- D10.2 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>

- D10.2.1 Relevant City templates include but are not limited to:
 - (b) pre-construction meeting agenda and meeting minutes;
 - (c) proposed change notice (PCN);
 - (d) PCN log;
 - (e) request for information (RFI);
 - (f) RFI log;
 - (g) field instruction;
 - (h) field instruction log;

- (i) contract change log;
- (j) change of work order (CWO);
- (k) decision log;
- (l) daily construction report;
- (m) inspection report;
- (n) meeting minutes;
- (o) site meeting minutes;
- (p) project status report;
- (q) Certificate of Substantial Performance;
- (r) Certificate of Total Performance; and
- (s) Certificate of Acceptance.

- D10.3 Conduct a pre-construction meeting and provide minutes.
- D10.4 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.
- D10.5 Coordinate with the contractor for completion of permits in a timely manner.
 - D10.5.1 Prepare the building and site design summaries or similar authority requested documents for the permit applications.
- D10.6 Review and accept contractor submittals.
 - D10.6.1 The review and acceptance of contractor submittals (i.e. shop drawings, safe work plan, etc.) submittal shall be conducted by a Professional Engineer(s) of the appropriate discipline and any other associated or impacted disciplines.
 - D10.6.2 Provide one comprehensive review of each submittal that the contractor has stamped and submitted. Subsequent reviews of submittals shall be at the cost to the contractor.
- D10.7 Review and report to the City on laboratory, shop, and other test results conducted upon materials and/or equipment.
- D10.8 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D10.9 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.
- D10.10 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.
- D10.11 Review extra work claims submitted by the contractor. Prepare and process CWOs accordingly in a timely manner.
- D10.12 Review and respond to contractor RFIs in a timely manner.
- D10.13 Prepare contractor site instructions/clarifications/directives as required.

- D10.14 Interpret technical aspects of the Contract as requested by the City.
- D10.15 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.
- D10.16 Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the Drawings and specifications.
- D10.17 Administer Substantial Performance with regards to the construction Contract.
- D10.17.1 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.
- D10.17.2 Make a recommendation to the Project Manager when the contractor has achieved Substantial Performance.
- D10.17.3 Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba.
- D10.17.4 Upon approval, prepare and issue a Certificate of Substantial Performance.
- D10.18 Administer Total Performance with regards to the construction Contract.
- D10.18.1 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.
- D10.18.2 Make a recommendation to the Project Manager when the contractor has achieved Total Performance.
- D10.18.3 Upon approval, prepare and issue the Certificate of Total Performance.

D11. RESIDENTIAL SERVICES

- D11.1 Provide full time inspection services when the contractor is on-site to ensure that the construction conforms to the design Drawings and specifications.
- D11.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.
- D11.3 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 D6.9. 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.

- D11.4 Witness quality control procedures implemented by the contractor.
- D11.5 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.
- D11.6 Prepare, update, maintain, and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the contractor.

D12. AS-BUILT DRAWINGS

- D12.1 Prepare and submit draft As-Built Drawings within 45 Calendar Days of Total Performance of the construction contract.
- D12.1.1 Submit electronic PDF copies of the draft As-Built Drawings for City review.
 - D12.1.2 All City review comments shall be considered and incorporated into the final version, as applicable.
- D12.2 Upon receipt of City's acceptance of the As-Built Drawings, submit one (1) set of size A1 Mylar and one (1) electronic copy of PDF and AutoCAD files of the final As-Built Drawings.
- D12.2.1 The AutoCAD files shall be in the City's current application version.
 - D12.2.2 Point cloud or other three-dimensional image files used for the creation of the documents shall be submitted to the City with the final As-Built Drawings.
- D12.3 As-Built 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.
- D12.3.1 References on the drawings relating to the status of an object such as new or existing shall be changed to reflect the final construction state.
 - D12.3.2 Existing Historical Drawings that are either superseded, obsolete or require revisions shall be identified to the City.
 - D12.3.3 All cross-reference drawing numbers (e.g. sections, elevations, detail call-outs, etc.) on the As-Built Drawings shall reference the City drawing numbers and not the Consultant drawings numbers.
- D12.4 As-Built 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."
- D12.5 As-Built Drawings shall adhere to the General Requirements for Drawings as described in D6.3.

D13. POST CONSTRUCTION SERVICES

- D13.1 Confirm and ensure complete turnover of project documentation (shop drawings, As-Built Drawings, design notes, and calculations, etc.) to the City by the contractor and verify that the documents are in conformance with the construction contract.
- D13.2 Provide a final construction report to the City within one month 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) weekly construction reports;
 - (ix) construction review meeting minutes;
 - (x) shop drawings/submittals;
 - (xi) field instructions;
 - (xii) contractor RFI's and responses;
 - (xiii) material test reports;
 - (xiv) warranty information;
 - (xv) certificates of Substantial Performance and Total Performance.

D13.2.1 The Consultant shall submit two (2) paper copies and one (1) electronic PDF copy of the final construction report.

D13.3 Provide one (1) year warranty services tied to the date of Total Performance with the exception of roof repairs which will be two (2) years. 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) conduct the inspection and approval of warranty work;
- (e) issuance of instructions for correction of deficiencies;
- (f) respond to requests of the City related to the Project;
- (g) 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; and
- (h) issuance of the Certificate of Acceptance.

D14. ADDITIONAL WORK ALLOWANCE

D14.1 The Additional Work Allowance of ten thousand (\$10,000) dollars is to be used for changes in engineering services that arise due to unforeseen conditions with the Site. When these circumstances occur, the Consultant shall promptly provide notice thereof to the Project Manager, including:

- (a) the description of the unforeseen condition;
- (b) a detailed description of the proposed Change in Services; and

(c) the Consultant's proposed method(s) to determine the adjustment, if any, to the Contract.

D14.2 Expenditures under the Additional Work Allowance shall be authorized by the Project Manager.

D14.3 Where the actual cost of the Additional Work Allowance exceeds the amount of the allowance, the Consultant shall be compensated for the excess incurred and substantiated plus the amounts outlined in C8.4. Where the actual cost of the Additional Work Allowance is less than the amount of the allowance, the City shall be credited for the unexpended portion of the allowance.

D15. SITE SECURITY

D15.1 Each individual proposed to perform Work under this Contract and within the TBPS and the Taché Surge Tower shall be required to obtain security clearances as described in E1.

D15.2 During the construction phase, the consultant may be issued a key for access to the TBPS and the Taché Surge Tower under the following conditions:

- (a) Site key(s) will be provided to the Consultant with a \$500 holdback applied to the first progress estimate and released upon return of the key to the City.
- (b) the Consultant shall provide the name and contact information for the person in charge and responsible for key(s);
- (c) the Consultant is to coordinate with the City on the number of keys that will be required;
- (d) the Consultant is to return all keys immediately after Total Performance; and
- (e) the Consultant is to immediately report any lost keys and return any damaged or non-functioning keys for replacement.

D15.3 Additional protocols for accessing the Site will be provided at the Project pre-commencement meeting.

SUBMISSIONS

D16. AUTHORITY TO CARRY ON BUSINESS

D16.1 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.

D17. SAFE WORK PLAN

D17.1 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.

D17.2 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>

D18. INSURANCE

D18.1 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 \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D18.1.1 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.
- D18.2 The policies required in B18.1(a) shall provide that the City is named as an Additional Insured there under and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D18.3 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 B18.1(a) and B18.1(b).
- D18.4 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 B18.1(a) and B18.1(c).
- D18.5 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 D18.8.
- D18.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D18.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D18.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D19. COMMENCEMENT

- D19.1 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.
- D19.2 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 D16;
 - (ii) evidence of the insurance specified in D18.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D19.3 The City intends to award this Contract by June 30, 2021.

D20. COVID-19 SCHEDULE DELAYS

- D20.1 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.
- D20.2 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.
- D20.3 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.
- D20.4 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 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.

D21. CRITICAL STAGES

- D21.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Tender posting by August 31, 2021;
 - (i) The construction phase of this project is expected to occur in spring 2022.

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.

- D22.2 Further to D22.1, in the event that the obligations in D22 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.
- D22.3 For the purposes of D22:
- (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.
- D22.4 Modified Insurance Requirements
- D22.4.1 If not already required under the insurance requirements identified in D18, 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.
- D22.4.2 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.
- D22.4.3 Further to D18.6, 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.
- D22.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D22.5 Indemnification By Consultant
- D22.5.1 In addition to the indemnity obligations outlined in C13 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.
- D22.6 Records Retention and Audits
- D22.6.1 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.
- D22.6.2 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 D22.6.1 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.

D22.7 Other Obligations

- D22.7.1 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.
- D22.7.2 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.
- D22.7.3 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.
- D22.8 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 sites listed in D11.2 shall be required to obtain a Global Sanctions & Politically Exposed Persons Check and a Police Information Check as detailed below.
- E1.1.1 The Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons Check and/or Police Information Check;
 - (vii) The results of the Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 OR 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 Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check is not provided will not be permitted to perform any Services.
- E1.3 Individuals for whom a Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons 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 Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check. Any individual who fails to provide a Global Sanctions & Politically Exposed Persons 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 DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

1 INTRODUCTION

- 1.1 It is the intent of the City of Winnipeg, in defining Professional Consultant Services (Consulting Engineering Services), to clarify the role required of consulting Engineers; to more fully identify the services to be rendered by consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by consulting Engineers to the City and to third parties in the provision of such services
- 1.2 The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of a professional Engineer. All drawings, reports, recommendations and other documents, originating therefrom 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 Association of Professional Engineers and Geoscientists of the Province of Manitoba. Other reports and documents not involving the "practice of professional engineering", such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the consulting Engineer and accepted by the City. Progress estimates, completion certificates and other reports related to the technical aspects of a project, must be endorsed by the Engineer in a manner acceptable to the City.

2 ADVISORY SERVICES

- 2.1 Advisory services are normally not associated with or followed by preliminary design and/or design services, and include, but are not limited to:
- (a) Expert Testimony;
 - (b) Appraisals;
 - (c) Valuations;
 - (d) Rate structure and tariff studies;
 - (e) Management services other than construction management;
 - (f) Feasibility studies;
 - (g) Planning studies;
 - (h) Surveying and mapping;
 - (i) Soil mechanics and foundation engineering;
 - (j) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
 - (k) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

3 PRELIMINARY DESIGN

- 3.1 Preliminary design services are normally a prelude to the detailed design of a project and include, but are not limited to:
- (a) Preliminary engineering studies;
 - (b) Engineering investigation;
 - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - (d) Operations studies including drainage studies, traffic studies, etc.;
 - (e) Functional planning;
 - (f) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
 - (g) Preparation and submission of a report and appropriate drawings to the City, fully documenting data gathered, explaining adequately the assessment made, stating with clarity

the resulting conclusions, and containing all recommendations which are relevant to this stage of project implementation;

- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application.

4 DETAILED DESIGN

4.1 Detailed design services normally involve preparation of detailed designs, tender specifications and drawings, and analysis of bids and recommendations for contract award, and include, but are not limited to:

- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to Utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate Regulatory approval agencies and stakeholders;
- (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- (c) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City;
- (d) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of acceptance by the City;
- (e) Preparation and provision to the City in written form, a fully detailed formal construction contract estimate;
- (f) Provision of appropriate response to bidders and advice to the City during the bid period and, subject to acceptance by the City, issuing addenda to the tender documents;
- (g) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the City;
- (h) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons therefore.

5 CONTRACT ADMINISTRATION SERVICES

5.1 Contract administration services are associated with the construction of a project and include the office and field services required to ensure the conduct of the project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications; and include but are not limited to:

NON-RESIDENT SERVICES

- (a) Consultation with and advice to the City during the course of construction;
- (b) Review and acceptance of shop drawings supplied by the contractor or supplier to ensure that the drawings are in conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (c) Review and report to the City upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure to the City conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (d) Acceptance of alternate materials and methods, subject to prior acceptance by the City, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision to the City of a complete current report on the project status on a monthly basis;
- (f) Provision to the City a current update of revised contract-end cost estimate on a monthly basis, or more frequently if found necessary, with explanation and justification of any significant variation from the preceding contract-end cost estimate;
- (g) Definition and justification of and estimate of cost for additions to or deletions from the contract for authorization by the City;

- (h) Furnishing the City with a copy of all significant correspondence relating directly or indirectly to the project, originating from or distributed to, parties external to the consulting Engineer, immediately following receipt or dispatch of same by the consulting Engineer;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consultant;
- (j) Establishment prior to construction and submission to the City of written and photographic records of, and assessment of the physical condition of adjacent buildings, facilities, and structures sufficient to equip the consulting Engineer 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 thereto arising from the project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, which meetings shall include representatives of the contractor and the City;
- (l) The preparation and submission of:
 - i. a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - ii. approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation contract required to complete the Works.

RESIDENT SERVICES

- (a) Provision of qualified resident personnel acceptable to the City present at the project site to carry out the services as specified immediately below, without relieving the contractor of his contractual and other legal obligations in respect thereof:
 - i. inspection of all pipe prior to installation;
 - ii. inspection and acceptance of excavation for, and full-time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - iv. "full time inspection" and/or testing of watermains and sewers;
 - v. inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements. It is to be understood that "full time inspection" will require assignment of a qualified person to each specific location when the referenced work is being undertaken by the contractor.
- (b) Without relieving the contractor of his contractual and other legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications;
- (c) Co-ordination and staging of all other works on the project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and City or developer work;
- (d) In conjunction with the City, provision of notice to adjacent residents and businesses of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (e) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (f) Provision of reference line and elevation to the contractor and checking upon the contractor's adherence thereto, without relieving the contractor of his contractual and other legal obligations in respect thereof;

- (g) Responsible, sensitive, and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the City;
- (h) Arranging for and carrying out of testing of materials utilized by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (i) Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications;
- (j) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite project review meetings including representatives of the contractor and the City;
- (k) Promptly reporting to the City upon any significant and unusual circumstances;
- (l) Promptly arranging for and taking part in a detailed final inspection of the project with the contractor and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract for the project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed project;
- (m) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (n) Prepare a Certificate of Substantial Performance;
- (o) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (p) Prepare a Certificate of Total Performance;
- (q) Provision of inspection services during the maintenance guarantee period of the contract;
- (r) Undertake a detailed inspection of the project with the contractor and the City prior to the end of the period of contractor maintenance guarantee specified in the contract for the project;
- (s) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (t) Prepare a Certificate of Acceptance.

6 ADDITIONAL SERVICES

6.1 Additional services are in addition to those specified in other Types of Services and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Standard Consulting Engineering Services in respect of other Types or Categories of Services.

- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the City;
- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Startup and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City;
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings.

APPENDIX B – RELEVANT DOCUMENTS

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

1	Preliminary Design for the Taché Booster Pumping Station and Surge Tower Upgrades, RFP no. 85-2016	
	Author: AECOM	The report provides an upgrade assessment of the TBPS and provides recommendations for detailed design. This report contains preliminary design drawings.
	Published: Nov, 2017	
2	Historical Building Designation information/report	
	Author: Historical Building and Resource Committee	The report provides information on the Taché Surge Tower historical building designation
	Published: April, 2018	

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

Project Title & Drawing Type	Year	Tender/Bid Opportunity #	# Drawings
TBPS (Original Construction) - As-Built Drawings	Various	N/A	Various
Various photographs on the TBPS and Taché Surge Tower exteriors and interiors	Various	N/A	Various

APPENDIX C – NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

To register, please complete and return this Non-Disclosure Agreement by email

TO: Sam Brask, C.E.T.
Project Manager
sbrask@winnipeg.ca

REFERENCE: Request for Proposal No. 164-2021 Professional Consulting Services for Taché Booster Pumping Station and Taché Surge Tower Structural Upgrades (the “RFP”)

In consideration of receiving Confidential Information from the City of Winnipeg and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (insert name of legal name of counterparty) (the “Confidant”) agrees as follows:

1. Definitions: In this Agreement the following terms shall have the following meanings:

- a) “Agreement” means this agreement.
- b) “Confidant” means the Person named as such above.
- c) “Confidential Information” means any and all information, regardless of form, format or medium (including without limitation visual or oral information), of, related to, concerning, or resulting from, the City, the RFP and/or the Permitted Use, which comes into the possession or knowledge of the Confidant, including, without limitation, the RFP, documents, business information, know how, data, trade secrets, processes, designs, communications, materials, drawings, diagrams, computer programs, concepts, and any and all copies, reproductions, modifications, and derivative works.
- d) “Effective Date” is the day and date last below written.
- e) “City” means The City of Winnipeg.
- f) “Permitted Use” means private evaluation by the Confidant solely for the purpose of preparing a submission(s) to City in response to the RFP, and for no other purpose whatsoever.
- g) “Person” shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.
- h) “RFP” has the meaning given above.
- i) “Third Party” means any Person other than City or Confidant.

2. Access/Use of Confidential Information: Subject to the terms and conditions of this Agreement, Confidant may use the Confidential Information only for the Permitted Use and for no other purpose whatsoever. Confidant acknowledges and agrees that City reserves the full independent right to modify the scope and content of Confidential Information available for access and/or use hereunder at any time and without prior notice.

3. Restrictions: Confidant agrees that:

- a) Confidential Information shall be kept in the strictest confidence without limitation of time, and shall not be disclosed to any Third Party;
- b) Confidant shall restrict access to Confidential Information only to its employees with a need to know to carry out the Permitted Use, and prior to disclosing same, each such employee shall be made aware of the terms and conditions of this Agreement; and

- c) Confidant shall cause all of its applicable employees to observe the terms of this Agreement, and shall be responsible for any breach of the terms of this Agreement by it or any such employee.
- 4. Return of Confidential Information:** The Confidant shall immediately on notice at any time from City return to City, or destroy, any and all Confidential Information in accordance with City's direction.
- 5. Continuing Obligations and Remedies:** The obligations of Confidant under this Agreement shall not terminate but shall continue without limitation of time. Confidant acknowledges and agrees that a breach of any term or condition of this Agreement shall cause irreparable harm to City which cannot be adequately compensated for in damages, and accordingly Confidant agrees that City shall be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing breach of this Agreement.
- 6. No License Granted:** Confidant acknowledges and agrees that all rights in and to Confidential Information are and shall remain the sole property of City, and Confidant agrees that it shall not contest or challenge any of City's rights in or to any Confidential Information. Nothing in this Agreement obligates, or shall be deemed to obligate, City to provide, disclose, or deliver any Confidential Information.
- 7. Enurement:** This Agreement shall be binding and shall enure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.
- 8. Governing Law and Interpretation:** This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or Federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.
- 9. Severability:** If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.
- 10. No Waiver:** No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach thereof.
- 11. Amendments:** No amendment or change or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
- 12. Assignment:** Confidant shall not assign this Agreement without first having obtained the prior written consent of City. No assignment of this Agreement shall operate so as to relieve Confidant from any obligation of this Agreement.
- 13. No Authority:** This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture,

between City and Confidant. Confidant has no authority whatsoever to make any representation in respect of, enter any commitment on behalf of, or incur any liability for or on behalf of, City, or to bind or purport to bind City to any Third Party in any way whatsoever.

14. Further Acts and Assurances: Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

15. Opportunity to Negotiate: Both parties have had the opportunity to negotiate, review and comment upon this Agreement, and obtain independent legal advice with respect to the content, meaning, and legal effect of this Agreement.

16. Fax Execution: This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

IN WITNESS WHEREOF, an authorized representative of the Confidant has executed and delivered this Agreement, as of the ____ (day) day of _____ (month), 2019 (the "Effective Date").

Authorized Signature _____
Print Name: _____
Title: _____

Confidant Contact:
Company Name: _____
Contact Name: _____
Title: _____
Telephone: _____ Fax: _____
Email: _____

APPENDIX D – SAMPLE SUBMITTAL LIST

WORK PHASE	SUBMITTAL TYPE	SUBMITTALS FOR REVIEW	FOR INFORMATION	REFERENCE(S)	NOTES
Notices	Change in Insurance	No	Yes	D11.6	30 Calendar Days written notice
	COVID-19 Schedule Delays	No	Yes	D20.4	7 Calendar Days from becoming aware of delay.
	Hazardous Material	No	Yes	E2.1	Immediately
Commencement	Workers' Compensation Coverage	No	Yes	C6.17; D15.2(a)(ii)	Prior to commencement of Work
	Authority to Carry on Business	No	Yes	D9.1; D15.2(a)(i)	
	Safe Work Plan	Yes	No	D10.2	20 Business Days prior to commencement of Work on Site.
	Contract Security	No	Yes	D12.2	7 Calendar Days after notice of award.
	Certificate of Insurance	No	Yes	D11.5	2 Business Days prior to commencement of Work
	Subcontractor List	Yes	No	D13.1	
	Detailed Work Schedule	Yes	No	D14.1	
	Submittal Schedule	Yes	No	D14.7	
	Shop Drawings, Product Certifications, Product Data Sheets, Samples and Mock-ups, SDS	Yes	No	01 01 33	Prior to Work affected by Submittal, including review time
Mobilization and Demobilization	Site Condition's Report	Yes	No	E3.1.2; E3.2.2	Upon demobilization
	Construction Permits by Facility	No	Yes	C6.14	In accordance with AHJ requirements
	Site Laydown Plan	Yes	No	E3.2.3	10 Business Days prior to mobilization
Bi-Weekly Work Plan	Upcoming and Outstanding Submittals	Yes	No	E6.2(a)	Provide bi-weekly
	Updated detailed Work Schedule and Submittal Schedule	Yes	No	D14.9; E6.2(b); 01 33 00	
	City Forces Requirements	Yes	No		Within the next 28 Calendar Days
	Coordination of Work by Others	Yes	No		
	Planned Shutdowns and/or Commissioning	Yes	No		
	Planned training	Yes	No		Upon request
	Detailed description of select Work	Yes	No	E6.2(j)	
	Design revisions	Yes	No	E6.2(k)	
	Demolition schedule	Yes	No	E6.2(l); 01 736 00	
	Asbestos abatement and disposal	Yes	No	E2; E6.2(m); 02 82 00.01	14 Calendar Days prior to commencement of associated Work
Installation	Air Monitoring Results	Yes	No	02 82 00.01	Provide daily during asbestos abatement
	Field Quality Test Reports	Yes	No	Div 03; Div 23; Div 26	Prior to installation Work
	Lamacoid Namplate List	Yes	No	Div 23; Div 26	During installation
	Site Acceptance Reports	Yes	No	01 98 00	
	Manufacturer's Field Reports	Yes	No	Div 01	

WORK PHASE	SUBMITTAL TYPE	SUBMITTALS FOR REVIEW	FOR INFORMATION	REFERENCE(S)	NOTES
	Manufacture's Test Certificate	No	Yes	01 98 12	
	Loop Tests	Yes	No	29 05 00	
	Testing and Calibration	No	Yes	29 05 00	
Commissioning	Commissioning Plan by Facility	Yes	No	01 98 00	28 Calendar Days prior to scheduled commissioning start date
	Start-up Checklists by Facility	Yes	No	01 98 00	
	Completed Start-up Checklist by Facility	Yes	No	01 98 00	5 Calendar Days prior to scheduled commissioning start date
	Commissioning Records by Facility	Yes	No	01 98 00	To be included in the Draft O&M Manual
	Request for City Certified Operator (off hours)	No	Yes	01 98 00	5 Business Days prior.
Training	Draft Training Plan by Facility	Yes	No	E11.2.2	42 Calendar Days prior to training
	Final Training Plan by Facility	Yes	No	E11.2.3	14 Calendar Days prior to training
	Training by Video by Facility	Yes	No	E11.2.5	21 Calendar Days following training session
Warranty Services	Contractor Information	No	Yes	C6.36	Prior to commissioning of the Facility
	Warranty Register	No	Yes	C6.36	28 Calendar Days to Facility Total Performance
Facility Closeout	Commissioning Records by Facility	Yes	No	01 98 00	14 Calendar Days to Facility closeout
	As-Built (red line) Drawings by Facility	Yes	No	01 78 00	
	Draft O&M Manuals by Facility	Yes	No	01 78 00	
Project Closeout	Final O&M Manuals	Yes	No	E13.2.2(b)(ii)	28 Calendar Days prior to Final Substantial Performance

General Notes:

1. The Submittal List is intended to be provide a summary of the Contract submittals noted throughout the Contract Documents. However, the Submittal List is for information purposes only and the Contractor shall be responsible to conform to the requirements of the Contract Documents.
2. For clarity the Submittal List does not capture any documentation or submittals required to be submitted by the Bidder in accordance with Part B – Bidding Procedures of the Tender.