



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 590-2021

CONDITION ASSESSMENTS OF THREE REGIONAL DISTRIBUTION RESERVOIRS

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

| | |
|--|----|
| B1. Contract Title | 1 |
| B2. Submission Deadline | 1 |
| B3. Site Investigation | 1 |
| B4. Enquiries | 2 |
| B5. Confidentiality | 2 |
| B6. Addenda | 3 |
| B7. Proposal Submission | 3 |
| B8. Proposal (Section A) | 4 |
| B9. Fees (Section B) | 4 |
| B10. Experience of Proponent and Subconsultants (Section C) | 5 |
| B11. Experience of Key Personnel Assigned to the Project (Section D) | 6 |
| B12. Project Understanding and Methodology (Section E) | 6 |
| B13. Project Schedule (Section F) | 7 |
| B14. Disclosure | 7 |
| B15. Conflict of Interest and Good Faith | 8 |
| B16. Qualification | 9 |
| B17. Opening of Proposals and Release of Information | 10 |
| B18. Irrevocable Offer | 10 |
| B19. Withdrawal of Offers | 10 |
| B20. Interviews | 10 |
| B21. Negotiations | 10 |
| B22. Evaluation of Proposals | 11 |
| B23. Award of Contract | 12 |

PART C - GENERAL CONDITIONS

| | |
|------------------------|---|
| C1. General Conditions | 1 |
|------------------------|---|

PART D - SUPPLEMENTAL CONDITIONS

General

| | |
|--|----|
| D1. General Conditions | 1 |
| D2. Project Manager | 1 |
| D3. Background | 1 |
| D4. Definitions | 2 |
| D5. Relevant Documents | 2 |
| D6. General Requirements | 3 |
| D7. Scope of Services | 5 |
| D8. Project Management | 5 |
| D9. Inspection Protocol Development | 7 |
| D10. MacLean Reservoir Condition Assessment | 9 |
| D11. McPhillips Reservoir Condition Assessment | 11 |
| D12. Wilkes South Reservoir Condition Assessment | 12 |
| D13. Cash Allowance for Material testing | 14 |

Submissions

| | |
|-------------------------------------|----|
| D14. Authority to Carry on Business | 14 |
| D15. Safe Work Plan | 14 |
| D16. Insurance | 14 |

Schedule of Services

| | |
|--------------------------------|----|
| D17. Commencement | 16 |
| D18. Scheduling of Inspections | 16 |
| D19. Critical Stages | 16 |

| | |
|--|----|
| D20. COVID-19 Schedule Delays | 16 |
| Third Party Agreements | |
| D21. Funding and/or Contribution Agreement Obligations | 17 |
| PART E - SECURITY CLEARANCE | |
| E1. Security Clearance | 1 |
| Appendix A – Relevant Documents | |

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONDITION ASSESSMENTS OF THREE REGIONAL DISTRIBUTION RESERVOIRS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time December 14, 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 Site investigation tours of the three (3) regional distribution reservoirs on November 25, 2021 at the following times:

- (a) MacLean Reservoir at 9:00 am;
- (b) Wilkes South Reservoir at 11:00 am; and
- (c) McPhillips Reservoir at 1:00 pm.

B3.2 Proponents are requested to register for the Site investigations by contacting the Project Manager identified in D2. Directions to the reservoirs and Site access procedures will be provided to the Proponent upon registration for the Site investigations.

B3.2.1 Proponents registered for a Site investigation must provide the City's of Winnipeg (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 must 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 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 Checks with the City.

B3.2.2 Attendees are required to wear CSA approved safety footwear while inside any City Water Services property.

B3.2.3 The Site investigation will not include access to any locations requiring confined space entry.

B3.3 Further to D20, the City acknowledges that COVID-19 protocols may impact how the Site Investigations are conducted.

B3.3.1 The Site investigation should be attended by a maximum of two (2) attendees per Proponent to maintain social distancing protocols.

B3.3.2 The Site investigation will be carried out in accordance with the most current applicable Provincial and City COVID-19 guidelines.

- B3.3.3 Access to City facilities will require all personnel to wear a nonmedical mask. Nonmedical masks will not be provided by the City.
- B3.3.4 The Proponent's representatives will be required to complete a screening self-assessment immediately prior to arriving at the Site investigation.
- B3.3.5 Notwithstanding B3.1 and B3.2, the City may cancel, reschedule, or add additional Site investigations due to health and safety concerns stemming from COVID-19 or to adhere to current COVID-19 regulations.
- B3.4 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.5 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, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX 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 D7 Scope of Services:
- (a) Project Management in accordance with D8;
 - (b) Inspection Protocol Development in accordance with D9;
 - (c) MacLean Reservoir Condition Assessment in accordance with D10;
 - (d) McPhillips Reservoir Condition Assessment in accordance with D11; and
 - (e) Wilkes South Reservoir Condition Assessment in accordance with D12.
- B9.3 The Proposal shall include a Fixed Fee schedule for the following section identified in D7 - Scope of Services:
- (a) Cash Allowance for Material Testing in accordance with D13

- (i) The Proponent shall include a cash allowance for material testing of \$125,000.00 in their Proposal.
- (ii) The cash allowance for material testing is to be included in the calculation of total Fees proposed by the Proponent.
- (iii) The cash allowance may be used for the rental of temporary equipment such as lighting, specialty inspection tools and scaffolding.
- (iv) In accordance with C11.3, the contract price (not the cash allowance) shall include the Consultant's overhead and profit in connection with administering the cash allowance to Subconsultants. Fees associated with administration of the cash allowance shall be included in the Project Management fees.

B9.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.5 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.

B9.6 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.

B9.7 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.

B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.8.1 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 D21. Any such costs shall be determined in accordance with D21.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing detailed inspections, condition assessments, technical design, and project management services on three (3) projects of similar complexity, scope and value.

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 consulting cost;
- (d) project schedule (anticipated project schedule and actual project delivery schedule);
- (e) the project owner;
- (f) reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described, such as project manager or owner's representative.
 - (ii) References may be used to confirm the information provided in the proposal.
 - (iii) Other sources not named in the references may be contacted to verify information provided.

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 shall identify the following Key Personnel assigned to the Project:

- (a) the Proponent's project manager;
- (b) the lead structural engineer;
- (c) the lead building envelope professional;
- (d) the lead inspector;
- (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.

B11.3 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 person is included in B10, provide only the project name and the role of the Key Personnel. For other projects provide the following:

- (a) a brief description of project;
- (b) the role of the Key Personnel on the comparable project;
- (c) the project Owner;
- (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 owner's representative.
 - (ii) references may be utilized to verify the information provided in the Proposal.

B11.3.1 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 Proposals shall include:

- (a) the methodology that the Proponent intends to use to carry out the Scope of Services;
 - (i) the methodology should be presented in accordance with the Scope of Services identified in D7 – Scope of Services.
- (b) the Proponent’s team’s understanding of the broad functional and technical requirements;
- (c) the work activities related to the Scope of Services;
- (d) the Deliverables associated with the Scope of Services;
- (e) all significant assumptions and interpretations related to the Scope of Services; and
- (f) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponent’s suitability to the Project.

B12.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 - Scope of Services.

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

B12.3.2 For each Key Personnel identified in B11.2, list the percent of the person’s time to be dedicated to the Project in accordance with the Scope of Services identified in D7.

B12.3.3 Consultants may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.3.

B12.3.4 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered critical path method (CPM) schedule using Microsoft Project or similar project management software, complete with resource assignments (engineering disciplines), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D7.

B13.2 Provide narrative that will describe how slippage in the proposed schedule will be managed and how the schedule will be re-evaluated to determine the impacts to the critical paths.

B13.3 Further to B13.1, the Proponent’s schedule should reflect:

- (a) the critical stages listed in D19. The Proponent shall give justification in the event that the milestone dates listed in the schedule deviate;
- (b) the hours and resources indicated on Form P: Person Hours;
- (c) City review requirements;
- (d) Project meetings frequencies; and
- (e) submission dates for required Deliverables.

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) Kemp Engineering Inc.

B14.3 Additional Material:

- (a) "Report on Visual Inspection of Wilkes South Reservoir" (Kemp Engineering Inc, 2015).
- (b) "Report for Recommendations for McPhillips Reservoir Condition Assessment Study" (Kemp Engineering Inc, 2020).

B15. CONFLICT OF INTEREST AND GOOD FAITH

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

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

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

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

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

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

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

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

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

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) 30%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations, or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.2.

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 projects including but not limited to:
 - (i) adherence to project budget;
 - (ii) adherence to project schedule; and
 - (iii) overall satisfaction with the Proponent.

B22.7.1 Proponents that have not worked with the City 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, in accordance with 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 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 your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12, including but not limited to the following criteria:
- (a) Appropriateness of the project management approach;
 - (b) Consistency and completeness of the methodology;
 - (c) Appropriateness of hours 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 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) Adherence to critical stages outlined in D19;
 - (c) Logic and sequencing of the tasks; and
 - (d) Appropriateness of the timelines provided for each task.
- 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)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C1.1.1 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.
- C1.2 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:

Ken Dyck, P.Eng.

Project Engineer

Telephone No. 204 986-3130

Email Address: kdyck@winnipeg.ca

D2.2 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.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. BACKGROUND

D3.1 The City's Regional Distribution System (RDS) consists of three (3) Regional Pumping Stations (RPSs):

- (a) MacLean RPS (originally known as the Metro East RPS);
- (b) McPhillips RPS; and
- (c) Hurst (Wilkes) RPS.

D3.2 The RPSs draw drinking water from the on-site regional distribution reservoirs into the RDS to supply more than 181,000 residential, commercial, and industrial service connections across the City.

D3.3 The MacLean Reservoir located at 875 Lagimodiere Boulevard was constructed in 1962 and consists of a two-cell enclosed reservoir with soil cover. The construction is of cast-in-place concrete walls, columns, and roof on a piled foundation.

D3.3.1 The MacLean Reservoir south cell was inspected by the City's Water and Waste Department (WWD) in the spring of 2015. Identified deficiencies included roof cracking, wall cracking, spalls at pile cap locations, and cracking in footings and floor slabs.

D3.3.2 The existing design capacity of the MacLean Reservoir roof is unknown. Historical design documentation, including drawings and design reports, do not indicate the assumed roof live load.

D3.4 The McPhillips Reservoir located at 360 McPhillips was constructed in 1974 and consists of a two-cell enclosed reservoir with soil cover. The construction is of cast-in-place concrete walls, columns, and floors with a pre-cast roof system (beams and double tees). The foundation of the structure consists of cast-in-place battered piles and a reinforced concrete slab.

D3.4.1 The WWD conducted an inspection of the McPhillips reservoir in 2019 along with Kemp Engineering. The inspection noted the following deficiency items:

- (a) signs of failing roof expansion joints at various locations inside the reservoir, allowing some sand backfill infiltration into the reservoir.

- (b) locations of failed sealant/caulking along the base of the south wall; and
- (c) spalling of interior pile caps.

D3.4.2 The McPhillips Reservoir has historically had slope stability issues around the perimeter of the reservoir due to sloughing. In 2002, slope remediation measures were implemented on the south side of the west cell, adjacent to the back lane. The design consists of a stepped retaining wall system constructed from galvanized flex beam guardrails.

D3.5 The Wilkes South Reservoir (often referred to as the Wilkes South Cell) was originally constructed in 1961 as an open reservoir. The reservoir was reconstructed in 1996 to an enclosed single-cell concrete reservoir. The construction is of cast-in-place concrete walls, beams, columns, and floor, with a precast concrete double tee roof system. The reservoir is soil covered.

D3.5.1 The WWD conducted an inspection of the Wilkes South Reservoir in 2014 along with Kemp Engineering. The inspection noted the following:

- (a) the concrete surfaces were generally in good condition; and
- (b) there is failure of caulking/sealant in the northwest wall and footing expansion joint.

D3.6 The Wilkes North Reservoir (commonly referred to as Wilkes North Cell) was inspected in 2013 and subsequently rehabilitated in 2019. The construction work was completed under City Bid Opportunities 711-2015 and 930-2015. These bid opportunities are publicly accessible at the City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/matmgt/bidopp.asp> under the "Closed Bid Opportunity Information" tab.

D4. DEFINITIONS

D4.1 When used in this RFP:

- (a) "**Addendum**" means a written addendum to the RFP issued by the City as set out in B6;
- (b) "**CAD**" means Computer Aided Drawing;
- (c) "**Cash Allowance for Material Testing**" as described in D13.1;
- (d) "**Class 5 Cost Estimate**" means a cost estimate performed at conceptual level with an expected accuracy range of -50% to +100%;
- (e) "**Condition Assessment Report**" as described in D6.4;
- (f) "**Consultant Progress Report**" as described in D8.3;
- (g) "**Inspection Protocol**" as described in D9;
- (h) "**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;
- (i) "**OSIM**" means Ontario Structural Inspection Manual;
- (j) "**PDF**" means Portable Document Exchange;
- (k) "**RDS**" means Regional Water Distribution System;
- (l) "**RPS**" means Regional Pumping Station;
- (m) "**Scope of Services**" means all Services executed under this Contract;
- (n) "**WBS**" means Work Breakdown Structure; and
- (o) "**WWD**" means the City of Winnipeg's Water and Waste Department.

D5. RELEVANT DOCUMENTS

D5.1 Relevant documents and drawings listed in Appendix A 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.

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 the direct supervision of a Professional Engineer licenced in the Province of Manitoba.
- (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 of Manitoba (EGM).
 - (b) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
- D6.1.3 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).
- D6.1.4 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.
- D6.1.5 The following publicly available design guides and standards as indicated in Appendix C – Relevant Documents shall apply to the Services:
- (a) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards.
- D6.1.6 The Consultant shall coordinate access to the Water and Waste facilities with the Project Manager.

D6.2 General Requirements for Project Deliverables

- D6.2.1 Project Deliverables include but are not limited to:
- (a) A project management plan as detailed in D8;
 - (b) Inspection Protocol as detailed in D9;
 - (c) MacLean Reservoir roof loading analysis technical memorandum as detailed in D10.7;
 - (d) McPhillips Reservoir geotechnical assessment of the slope conditions technical memorandum as detailed in D11.9;
 - (e) Wilkes South Reservoir orifice metering chamber inspection technical memorandum as detailed in D12.9;
 - (f) Condition Assessment Report for the MacLean Reservoir as detailed in D10;
 - (g) Condition Assessment Report for the McPhillips Reservoir as detailed in D11; and
 - (h) Condition Assessment Report for the Wilkes South Reservoir as detailed in D12.
- 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 fifteen (15) Business Days.
- (a) The City review of separate Project Deliverables shall not have overlapping timeframes.

- D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.

- D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
- (a) Draft versions of written documents shall be submitted in Microsoft Word 2010 (.docx) native format.
 - (b) All Deliverables shall be submitted to the Project Manager.

D6.3 General Requirements for Photographs

- D6.3.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken (photo time stamp);
 - (b) location and orientation where the photograph was taken; and
 - (c) a brief description of what is depicted by the photograph.

D6.4 General Requirements for the Condition Assessment Reports

- D6.4.1 For each reservoir inspected, provide a Condition Assessment Report. Each report to include:
- (a) a description of the reservoir;
 - (b) a summary of finding from the inspections, including:
 - (i) procedures used to collect the data; and
 - (ii) all data collected during the inspections.
 - (c) recommendations on frequency of future inspections;
 - (d) an opinion on the remaining useful life of the reservoir in its current condition;
 - (e) a description of recommendations on annual maintenance and inspection activities, including:
 - (i) a description of current maintenance and inspection activities;
 - (ii) recommended additional maintenance and inspection activities; and
 - (iii) a detailed annual inspection protocol.
 - (f) recommended rehabilitation options to obtain another 50 years of operational life from the reservoir, including:
 - (i) analysis of at least two rehabilitation options (if applicable);
 - (ii) an economic analysis, including life cycle costing, of all options presented;
 - (iii) construction methodologies and logistic considerations for the recommended rehabilitation option;
 - (iv) a timeline for the recommended rehabilitation option; and
 - (v) a Class 5 Cost Estimates for the recommended rehabilitation option.
- D6.4.2 Submit a draft Condition Assessment Report to the City for review and comment within thirty-five (35) Business days of completing the reservoir condition assessment.
- D6.4.3 Conduct a review meeting with the WWD within twenty (20) Business Days after submittal the draft Condition Assessment Report.
- D6.4.4 Incorporate comments from the WWD and submit the final Condition Assessment Report.

- (a) Include both electronic PDF copy and three (3) bound hard copies of the final Condition Assessment Report.

D6.5 General Requirements for Meetings

D6.5.1 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 three (3) business days after the meeting date.

D7. SCOPE OF SERVICES

D7.1 The Services required under this Contract shall consist of inspections and condition assessments of the MacLean, McPhillips, and Wilkes South Reservoirs in the City in accordance with the following:

- (a) Project Management in accordance with D8;
- (b) Inspection Protocol Development in accordance with D9;
- (c) MacLean Reservoir Condition Assessment in accordance with D10;
- (d) McPhillips Reservoir Condition Assessment in accordance with D11; and
- (e) Wilkes South Reservoir Condition Assessment in accordance with D12.

D7.1.1 The Services required 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.

D7.2 The funds available for this Contract are \$1,000,000.

D8. PROJECT MANAGEMENT

D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D12.

D8.2 Create and submit a project management plan no later than ten (10) Business Days after Project Award. The project management plan shall include but not be limited to:

- (a) Scope and Schedule
 - (i) Include the schedule information required in B13.
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) Update and included the Project schedule with each Consultant Progress Report as described in D8.3. The updated Project schedule to include the % Work Complete for each task.
 - (vi) The City's Project Manager may request updates to the Project baseline schedule due to delays in receiving deliverables.
- (b) Budget
 - (i) Include the information required in B9.

- (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - (i) field surveying procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.
- (d) Human Resources
 - (i) Describe the team organizational and management approach;
 - (ii) Include an organizational chart.
- (e) Communication
 - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Change Management Plan
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
- (g) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all Project deliverables.
- (h) Risk Management Plan
 - (i) a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
 - (iii) Outline process for updating the risk management plan in various phases of the Project.

D8.3 Issue a Consultant Progress Reports every quarter.

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>).

D8.4 Submit quarterly project status reports, including the following:

- (a) work carried out in the previous quarter;
- (b) work in progress;
- (c) work anticipated for the following quarter, including projected person-hours;
- (d) percentage completion of each task and the overall Project;
- (e) information requests for the following quarter;
- (f) issues to date;
- (g) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;

- (h) any modifications to the Project Management Plan;
 - (i) budget and actual cost for completed tasks and projected cost for planned tasks; and
 - (j) description, action, and mitigation of extreme and high risk(s).
- D8.4.1 Quarterly project status reports shall be a maximum of two (2) pages and be submitted within three (3) days of the quarter's end.
- D8.5 Coordinate regular monthly project meetings and provide minutes in a brief email format. The meetings shall be used to update the Project Manager on the status of the Project and to discuss other project management issues.
- D8.5.1 Schedule all of the regular monthly Project meetings within five (5) Business Days of the pre-commencement meeting.
- D8.5.2 The frequency of the meetings may vary based upon the level of project activity.
- D8.5.3 If critical stages outlined in D19 are not achieved, regular Project meeting frequency shall increase to every two weeks until the deliverables indicated in D19 are approved by the City. No additional fees will be contemplated for additional Project meetings.
- D8.6 In addition to the regular Project meetings detailed in D8.5, schedule, chair, and provide minutes the following meetings:
- (a) pre-commencement meeting – to be scheduled immediately upon award of the Project;
 - (b) inspection protocol development review as detailed in D9.1.2;
 - (c) after submission of the draft Inspection Protocol as detailed in D9.3.1;
 - (d) pre-inspection meeting - MacLean Reservoir inspections as detailed in D10.2;
 - (e) post-inspection meeting - MacLean Reservoir as detailed in D10.9;
 - (f) after submission of the draft MacLean Reservoir Condition Assessment Report as detailed in D6.4.3;
 - (g) pre-inspection meeting - McPhillips Reservoir inspections as detailed in D11.3;
 - (h) post-inspection meeting - McPhillips Reservoir as detailed in D11.10;
 - (i) after submission of the draft McPhillips Reservoir Condition Assessment Report as detailed in D6.4.3;
 - (j) pre-inspection meeting - Wilkes South Reservoir inspections as detailed in D12.3;
 - (k) post-inspection meeting - Wilkes South Reservoir as detailed in D12.10;
 - (l) after submission of the draft Wilkes South Reservoir Condition Assessment Report as detailed in D6.4.3; and
 - (m) Project closeout meeting.
- D8.6.1 Meetings can be combined if appropriate.
- D8.6.2 Additional meetings may be required in the event that issues arise during the course of the Project.
- D8.7 Provide adequate notice (at least ten (10) Business Days) prior to any Site visit or work that will require assistance from City personnel.
- D8.8 Carry out other project management activities as required.
- D9. INSPECTION PROTOCOL DEVELOPMENT**
- D9.1 Prepare an Inspection Protocol that will be used for each of the reservoir condition assessments.

- D9.1.1 Previously prepared Inspection Protocols for reservoir inspections can be used as the basis for this Inspection Protocol. A copy of a previously prepared inspection protocol is contained in Appendix A- Relevant Documents.
- D9.1.2 Schedule and chair a meeting to discuss the positives and negatives of previously prepared inspection protocols with the City Project team.
- D9.2 The Inspection Protocol to include the following:
- D9.2.1 a listing of the areas of concern to be inspected including, at a minimum:
- (a) Floor Slab
 - (i) characterize slab movements during various levels of water storage;
 - (ii) determine the possible extent of voiding beneath the floor slab;
 - (iii) inspect the floor slab for cracking.
 - (b) Columns
 - (i) inspect the columns for any signs of settlement;
 - (c) Beams (if applicable)
 - (i) Inspect the beams for signs of deterioration; and
 - (ii) Determine the condition of the beam bearing locations.
 - (d) Roof Slab (if applicable);
 - (e) Bearing Pads (if applicable);
 - (f) Precast Roof Components (if applicable);
 - (g) Expansion Joints;
 - (h) Building Envelope Components;
 - (i) determine the condition of the waterproofing;
 - (ii) determine the condition of the insulation (if applicable);
 - (i) Drainage Systems;
 - (i) estimate the volume of water leakage from the reservoir;
 - (ii) determine the likely source(s) of reservoir leakage; and
 - (iii) determine the condition of the weeping tile/underdrain system.
- D9.2.2 a description of the inspection methodologies and technologies;
- D9.2.3 a listing of required equipment and tools to be used during the inspection. Equipment and tool selection to consider:
- (a) any mechanized equipment being driven on or in the vicinity of the reservoir will require loading assessments to be performed.
 - (b) the reservoirs to be inspected are for potable water supply and no contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels or chemicals shall not be used on or within the reservoir structures;
- D9.2.4 the lighting and power requirements within the reservoirs during the inspections;
- D9.2.5 a system for identifying locations within the reservoirs during the inspection;
- D9.2.6 a timeline and resource schedule for the inspection activities, considering the limited allowable duration for the reservoir to be out of service.
- (a) Coordinate the timing of the inspection with other Water Services Division activities required during the reservoir shutdowns.
- D9.2.7 a material testing program. The program must outline the following items at a minimum:
- (a) types of testing and proposed location(s);
 - (b) equipment required; and

- (c) repair details and methodology for any proposed destructive testing. Include NSF/ANSI 61 Certification documentation for any material to be in contact with potable drinking water upon completion of repairs.
- D9.2.8 detailed inspection templates to catalogue the various structural and building envelope elements of the reservoir.
 - (a) Inspections notes and descriptions contained in the inspection templates shall be in general conformity with terminology outlined in the Ontario Structural Inspection Manual (OSIM).
 - (b) The inspection template shall allow space to insert photographs with adequate captioning as indicated in D6.3 to describe the condition of the element.
- D9.2.9 a Safe Work Plan as part of the inspection protocols.
 - (a) The Safe Work Plan shall 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.
 - (b) The Safe Work Plan shall include but not be limited to the following sections:
 - (i) Confined space entry procedures;
 - (ii) Ventilation and air quality monitoring;
 - (iii) Safe Work procedures for working over chlorinated water;
 - (iv) Provision of adequate lighting;
 - (v) Electrical shock protection;
 - (vi) An emergency response plan; and
 - (vii) Any other precautionary measures required to ensure the work is performed safely.
- D9.2.10 a decontamination procedure for the roof inspections by boat. The procedure should meet all requirements in accordance with AWWA C692-19 Section 4.4.6. The decontamination procedure shall include:
 - (a) disinfection of equipment to be used during the inspection; and
 - (b) procedures to avoid contamination of the reservoir cell during the inspection.
- D9.3 Submit a draft Inspection Protocol to the City for review and comment.
- D9.3.1 Schedule and chair a meeting fifteen (15) Business Days after submittal to review the draft Inspection Protocol.
- D9.3.2 Comments shall be reviewed and incorporated into the final Inspection Protocol, as applicable.
- D10. MACLEAN RESERVOIR CONDITION ASSESSMENT**
- D10.1 Review technical reports, drawings, photographs, and other materials regarding the design and construction of the MacLean Reservoir.
- D10.2 Conduct a pre-inspection meeting at least five (5) Business Days prior to the exterior inspection of the MacLean Reservoir to review scheduling and roles and responsibilities with the City.
- D10.3 Conduct an exterior inspection of the MacLean Reservoir.
- D10.4 Conduct an interior inspection of the MacLean Reservoir's north and south cells.
 - D10.4.1 Each cell is planned to be drained and available for inspection for a maximum period of two (2) weeks in in April and May 2022.
 - D10.4.2 The WWD will provide confined space entry support into the reservoir, including emergency standby personnel, air monitoring equipment, and confined space rescue

devices. The Consultant will be responsible for all personal protective equipment, including body harness and all inspection equipment (including lighting).

- D10.4.3 Allow for a minimum of two (2) weeks turnaround period between the north and south cell inspections for recommissioning of the inspected cell and subsequent draining of the adjacent cell.
- D10.5 Conduct a boat-based inspection of the MacLean Reservoir's roof structure.
- D10.5.1 The MacLean Reservoir's north or south cell will be available for a boat-based inspection for a maximum period of two (2) days to allow for close inspection of the roof components. Due to limited accessibility of the reservoir, the WWD is limiting the boat-based inspection to only one cell.
- D10.5.2 It is anticipated that the boat-based inspection will occur after the interior inspection to allow the Consultant to identify locations of potential roof deficiencies requiring closer inspection.
- D10.5.3 The WWD will provide all boating equipment, personal floatation devices, boat operators, and standby personnel for the boat-based inspection. The Consultant shall assume a maximum of three passengers on the boat for the inspections.
- D10.6 Conduct a roof waterproofing investigation of the MacLean Reservoir.
- D10.6.1 expose suitably sized areas of the roof surface for testing. Make good any destructive testing areas in accordance with the approved Inspection Protocol.
- D10.6.2 The investigation should determine if roof slab reinforcing corrosion is likely through material testing.
- D10.6.3 At minimum, one investigation area shall be at a location directly above one of the roof support columns.
- D10.6.4 Costs for the roof waterproofing investigation material testing shall be paid for by the Consultant using the Material Testing Allowance.
- D10.7 Conduct a roof loading analysis of the cast-in-place concrete roof of the MacLean Reservoir.
- D10.7.1 The structural analysis should consider existing loading conditions, existing visible cracking, potential reinforcement corrosion, and the associated effects on the roof loading resistance.
- D10.7.2 Provide a technical memorandum summarizing the findings of the roof loading analysis. The technical memorandum shall:
- (a) Summarize the findings of the inspection;
 - (b) determine an allowable surcharge value (live load) using the latest version of the National Building Code of Canada;
 - (c) provide recommendations for rehabilitation, if required. Provide a Class 5 Cost Estimate for the recommended rehabilitation;
 - (d) provide recommendations as required for future inspection and monitoring of the roof structure; and
 - (e) be submitted as a standalone technical memorandum for review purposes. However, the technical memorandum shall be appended to the final Condition Assessment Report for record purposes.
- D10.8 Conduct a drainage system inspection of the MacLean Reservoir.
- D10.8.1 CCTV inspection methods shall be used in the drainage system inspection.
- D10.8.2 Costs for the drainage system inspection shall be paid by the Consultant using the Material Testing Allowance.

D10.9 Conduct a post-inspection meeting with the WWD within ten (10) Business Days of completing all MacLean Reservoir inspections.

D10.9.1 The meeting shall include a minimum 30-minute PowerPoint presentation highlighting the typical conditions encountered.

D10.9.2 The meeting shall review the Inspection Protocol and determine if changes or improvements are required for subsequent inspections.

D10.10 Prepare a Condition Assessment Report as detailed in D6.4.

D11. MCPHILLIPS RESERVOIR CONDITION ASSESSMENT

D11.1 Review technical reports, drawings, photographs, and other background materials regarding the design and construction of the McPhillips Reservoir.

D11.2 Update and resubmit the Inspection Protocol for City review a minimum of 20 Business Days prior to inspection of the McPhillips Reservoir. Any changes to the Inspection Protocol shall be highlighted.

D11.3 Conduct a pre-inspection meeting at least five (5) Business Days prior to the exterior inspection of the McPhillips Reservoir to review scheduling and roles and responsibilities with the City.

D11.4 Conduct an exterior inspection of the McPhillips Reservoir.

D11.5 Conduct an interior inspection of the McPhillips Reservoir's east and west cells.

D11.5.1 Each cell is planned to be drained and available for inspection for a maximum period of two (2) weeks in November and December 2022.

D11.5.2 The WWD will provide confined space entry support into the reservoir, including emergency standby personnel and confined space rescue devices. The Consultant will be responsible for all personal protective equipment and all inspection equipment (including lighting).

D11.5.3 Allow for a minimum two (2) weeks turnaround period between the east and west cell inspections for recommissioning of the inspected cell and subsequent draining of the adjacent cell.

D11.6 Conduct a boat-based inspection of the McPhillips Reservoir's roof structure.

D11.6.1 The McPhillips Reservoir east and/or west cells will be available for a boat-based inspection for a maximum period of two (2) days to allow for close inspection of the roof components.

D11.6.2 It is anticipated that the boat-based inspection will occur after the interior inspection to allow the Consultant to identify locations of potential roof deficiencies requiring closer inspection.

D11.6.3 The WWD will provide all boating equipment, personal floatation devices, boat operators, and standby personnel for the boat-based inspection. The Consultant shall assume a maximum of three passengers on the boat for the inspections.

D11.7 Conduct a roof waterproofing and expansion joint investigation of the McPhillips Reservoir.

D11.7.1 The consultant shall complete a structural loading analysis of the roof to ensure any equipment and/or soil stockpiling does not overload the precast roof panels.

D11.7.2 Provide and inspect investigatory openings to the roof membrane. Any exploratory openings through the building envelope and expansion joint(s) shall be repaired in accordance with the approved Inspection Protocol documents.

(a) Costs for the roof waterproofing and expansion joint investigation and material testing shall be paid for by the Consultant using the Material Testing Allowance.

- D11.8 Conduct a drainage system inspection of the McPhillips Reservoir.
- D11.8.1 CCTV inspection methods shall be used in the drainage system inspection.
- D11.8.2 Costs for the drainage system inspection shall be paid by the Consultant using the Material Testing Allowance.
- D11.9 Conduct a slope inspection of the McPhillips Reservoir.
- D11.9.1 Provide a geotechnical assessment of the slope conditions on the perimeter of the McPhillips Reservoir.
- (a) Conduct geotechnical testing as required.
- (b) Costs for geotechnical testing shall be paid by the Consultant using the Material Testing Allowance.
- D11.9.2 Provide a technical memorandum summarizing the findings of the geotechnical assessment of the slope conditions. The technical memorandum shall:
- (a) summarizing the cause of the sloughing;
- (b) provide an assessment on the implications and ongoing risks to the reservoir structure due to soil sloughing;
- (c) recommend an option to remediate and stabilize the slope;
- (d) provide a Class 5 Cost Estimate for the recommended rehabilitation option; and
- (e) be submitted as a standalone technical memorandum for review purposes. However, the technical memorandum shall be appended to the final Condition Assessment Report for record purposes.
- D11.10 Conduct a post-inspection meeting with the WWD within ten (10) Business Days of completing all McPhillips Reservoir inspections.
- D11.10.1 The meeting shall include a minimum 30-minute PowerPoint presentation highlighting the typical conditions encountered.
- D11.10.2 The meeting shall review the Inspection Protocol and determine if changes or improvements are required for subsequent inspections.
- D11.11 Prepare a Condition Assessment Report as detailed in D6.4.
- D12. WILKES SOUTH RESERVOIR CONDITION ASSESSMENT**
- D12.1 Review technical reports, drawings, photographs, and other background materials regarding the design and construction of the Wilkes South Reservoir.
- D12.2 Update and resubmit the Inspection Protocol for City review a minimum of 20 Business Days prior to inspection of the Wilkes South Reservoir. Any changes to the Inspection Protocol shall be highlighted.
- D12.3 Conduct a pre-inspection meeting at least five (5) Business Days prior to the exterior inspection of the Wilkes South Reservoir to review scheduling and roles and responsibilities with the City.
- D12.4 Conduct an exterior inspection of the Wilkes South Reservoir.
- D12.5 Conduct an interior inspection of the Wilkes South Reservoir.
- D12.5.1 The reservoir is planned to be drained and available for inspection for a maximum period of two (2) weeks starting in April 2023.
- D12.5.2 The WWD will provide confined space entry support into the reservoir, including emergency standby personnel and confined space rescue devices. The Consultant will be responsible for all personal protective equipment and all inspection equipment (including lighting).

- D12.6 Conduct a boat-based inspection of the Wilkes South Reservoir's roof structure.
- D12.6.1 The Wilkes South Reservoir will be available for a boat-based inspection for a maximum period of two (2) days to allow for close inspection of the roof components.
- D12.6.2 It is anticipated that the boat-based inspection will occur after the interior inspection to allow the Consultant to identify locations of potential roof deficiencies requiring closer inspection.
- D12.6.3 The WWD will provide all boating equipment, personal floatation devices, boat operators, and standby personnel for the boat-based inspection. The Consultant shall assume a maximum of three passengers on the boat for the inspections.
- D12.7 Conduct a roof waterproofing and expansion joint investigation of the Wilkes South Reservoir.
- D12.7.1 The consultant shall complete a structural loading analysis of the roof to ensure any equipment and/or soil stockpiling does not overload the precast roof panels.
- D12.7.2 Provide and inspect investigatory openings to the roof membrane. Any exploratory openings through the building envelope and expansion joint(s) shall be repaired in accordance with the approved Inspection Protocol documents.
- (a) Costs for the roof waterproofing and expansion joint investigation and material testing shall be paid for by the Consultant using the Material Testing Allowance.
- D12.8 Conduct a drainage system inspection of the Wilkes South Reservoir.
- D12.8.1 CCTV inspection methods shall be used in the drainage system inspection.
- D12.8.2 Costs for the drainage system inspection shall be paid by the Consultant using the Material Testing Allowance.
- D12.8.3 The drainage system inspection data and documentation, along with a summary of the condition of the drainage system, shall be included in the Condition Assessment Report.
- D12.9 Conduct an orifice metering chamber inspection for the Wilkes South Reservoir.
- D12.9.1 Complete an inspection of the interior and exterior of the orifice metering chamber located in the Southwest Rapid Transit - Seel Station parking lot immediately south of the Wilkes South Reservoir. The inspection shall be limited to structural and building/architectural components only.
- D12.9.2 Provide a technical memorandum summarizing the findings of the orifice metering chamber inspection. The technical memorandum shall:
- (a) summarizing the current state of the orifice metering chamber;
- (b) recommend an option to rehabilitate the orifice metering chamber, if required;
- (c) provide a Class 5 Cost Estimate for the recommended rehabilitation option;
- (d) provide recommendations as required for future inspection and monitoring of the orifice metering chamber; and
- (e) be submitted as a standalone technical memorandum for review purposes. However, the technical memorandum shall be appended to the final Condition Assessment Report for record purposes.
- D12.10 Conduct a post-inspection meeting with the WWD within ten (10) Business Days of completing all Wilkes South Reservoir inspections.
- D12.10.1 The meeting shall include a minimum 30-minute PowerPoint presentation highlighting the typical conditions encountered.
- D12.11 Prepare a Condition Assessment Report as detailed in D6.4.

D13. CASH ALLOWANCE FOR MATERIAL TESTING

- D13.1 The Cash Allowance for Material testing in the amount of one hundred and twenty-five thousand dollars (\$125,000) is to be used for disbursements relating to material testing, inspection equipment rentals, or speciality inspection services (e.g. CCTV pipe inspections).
- D13.2 Expenditures under the Material Testing Allowance shall be authorized by the City's Project Manager, unless they were clearly indicated within the submitted Proposal under B9.
- D13.3 Invoices sent to the City that include payment from the Cash Allowance should include the associated invoice. Third party invoices shall clearly indicate the reservoir name or project number.
- D13.4 Where the actual cost of the Cash 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 cash allowance.

SUBMISSIONS

D14. AUTHORITY TO CARRY ON BUSINESS

- D14.1 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.

D15. SAFE WORK PLAN

- D15.1 The Consultant shall provide the Project Manager with a Safe Work Plan for each reservoir inspection as part of the Inspection Protocol development outlined in D9. The Finalized Safe Work Plan shall be submitted a minimum of five (5) Business Days prior to each reservoir condition assessment.
- D15.2 The Safe Work Plans 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>

D16. INSURANCE

- D16.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D16.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property

- caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, 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 \$2,000,000 . per claim and \$2,000,000 in the aggregate.
- D16.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D16.3 The policies required in D16.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D16.4 The Consultant shall require any Consultants/Contractors 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 D16.2(a) and D16.2(b).
- D16.5 The Consultant shall require any Contractors hired to repair exploratory openings through the building envelope and expansion joint(s) to procure and maintain, at its own expense and cost evidence of insurance as set forth under D8.2 (a) and D8.2 (b) plus the following:
- (a) an all risks installation floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
 - (b) Contractor's pollution liability (CPL) insurance in the amount of no less than two million dollars (\$2,000,000) per occurrence covering third party injury and property damage claims, including clean-up costs and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of six (6) months following Total Performance.
- D16.6 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 D16.2(a) and D16.2(c).
- D16.7 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 D16.10.
- D16.8 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D16.9 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed in the Province of Manitoba.
- D16.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D17. COMMENCEMENT

- D17.1 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.
- D17.2 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 D14;
 - (ii) evidence of the insurance specified in D16.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D17.3 The City intends to award this Contract by February 1, 2022.

D18. SCHEDULING OF INSPECTIONS

- D18.1 Shutdown of the reservoir cells will be scheduled based on a number of factors including routing maintenance and repair work, water demands, and other operational factors. The City will endeavour to make the specified time periods available to the Consultant to schedule the in-reservoir inspection work requiring removal of the reservoir cell from service, without limiting the City's ability to maintain the integrity of the distribution system. The City shall reserve the right to delay and reschedule the inspections dates at any time, due to any circumstances that could adversely affect the water supply system operation, including but not limited to high water demand, abnormal weather, failures of related water system components, and/or security concerns.
- D18.2 Any delays or extra work and the costs associated relating to the coordination of the inspections shall be assessed by the Contract Administrator.

D19. CRITICAL STAGES

- D19.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of a draft Inspection Protocol by March 4, 2022.
 - (b) Maclean Reservoir
 - (i) Submission of a draft Condition Assessment Report by July 29, 2022.
 - (ii) Submission of the final Condition Assessment Report by September 15, 2022.
 - (c) McPhillips Reservoir
 - (i) Submission of a draft Condition Assessment Report by February 28, 2023.
 - (ii) Submission of a final Condition Assessment Report by April 15, 2023.
 - (d) Wilkes South Reservoir
 - (i) Submission of a draft Condition Assessment Report by July 31, 2023.
 - (ii) Submission of a final Condition Assessment Report by September 15, 2023.

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, 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 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether 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, availability of material 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 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D20.6 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.

THIRD PARTY AGREEMENTS

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 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.
- D21.2 Further to D21.1, in the event that the obligations in D21 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.
- D21.3 For the purposes of D21:
- (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.
- D21.4 Modified Insurance Requirements
- D21.4.1 If not already required under the insurance requirements identified in D16, 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.
- D21.4.2 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.
- D21.4.3 Further to D16.7 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.
- D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D21.5 Indemnification By Consultant

D21.5.1 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.

D21.6 Records Retention and Audits

D21.6.1 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.

D21.6.2 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 D21.6.1 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.

D21.7 Other Obligations

D21.7.1 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.

D21.7.2 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.

D21.7.3 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.

D21.8 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 Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations 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 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. There is no cost to the organization to set up the account. 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 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" email. 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 Work 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 Work 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 and to the authorized individual of the contracting company within 24 hours.
 - (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 Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work 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 investigations 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 – RELEVANT DOCUMENTS

The following written documents are available electronically in PDF format by request to the Project Manager and after submission of a Non-Disclosure Agreement:

| | | |
|----------|---|--|
| 1 | Report for Recommendations for McPhillips Reservoir Condition Assessment Study | This report provides recommendations for future inspection and condition assessment of the McPhillips Reservoir based on inspections by WWD personnel that flagged several areas of concern. |
| | Author: Kemp Engineering Ltd. Published: January 2020 | |
| 2 | Report on Visual Inspection of Wilkes South Reservoir | This report provides a summary of a high-level visual inspection performed in December 2014 of the interior of the Wilkes South Reservoir. |
| | Author: Kemp Engineering Ltd. Published: January 2015 | |
| 3 | Wilkes North Reservoir – Inspection Protocol Stage 1 | An inspection protocol breakdown for the exterior inspection of the Wilkes North Cell Condition Assessment Project. |
| | Author: Dillon Consulting Published: November 2013 | |
| 4 | Wilkes North Reservoir – Inspection Protocol Phase 2 | An inspection protocol breakdown for the interior boat-based inspections of the Wilkes North Cell Condition Assessment Project. |
| | Author: Dillon Consulting Published: January 2015 | |
| 5 | Wilkes North Reservoir – Inspection Protocol Phase 3 | An inspection protocol breakdown for the interior (dewatered) inspection of the Wilkes North Cell Condition Assessment Project. |
| | Author: Dillon Consulting Published: January 2015 | |
| 6 | Miscellaneous Reservoir Photographs | Miscellaneous photographs of the MacLean, McPhillips and Wilkes South Reservoirs completed by the Water and Waste Department from 2006 to 2021. |
| | Author: WWD Published: November 2021 | |

The following documents can be viewed at WWD Offices at 1199 Pacific Avenue by appointment only:

| | | |
|-----------|--|--|
| 6 | Preliminary Design Report for the Metro East Pumping Station and Reservoir | |
| | Author: James F. MacLaren Associates | A preliminary design report outlining the recommended design of the Metro East Pumping Station and Reservoir. |
| | Published: January 1962 | |
| 7 | Contract for Construction of the Metro East Pumping Station and Reservoir – ‘Contract B’ (Reservoir Construction) | |
| | Author: James F. MacLaren Associates | Written contract documents for the original reservoir construction, including technical specifications. |
| | Published: August 1962 | |
| 8 | Report on Reconstruction of the McPhillips Reservoirs in the City of Winnipeg | |
| | Author: M.M. Dillon Ltd. | A design study outlining options for reconstruction of the McPhillips Reservoir. |
| | Published: December 1963 | |
| 9 | Wilkes Reservoir North Cell Condition Assessment – Part 1: Condition Assessment Report | |
| | Author: Dillon Consulting | The final report for the condition assessment of the Wilkes North Reservoir. This report included a summary of inspection findings, rehabilitation alternatives, cost estimates, an economic analysis of the presented rehabilitation options, and final recommendations for rehabilitation. |
| | Published: July 2014 | |
| 10 | Wilkes Reservoir North Cell Condition Assessment – Part 2: Inspection Data and Report | |
| | Author: Dillon Consulting | This report included all inspection data, including roof surveys, building envelope testing, and inspection conclusions. |
| | Published: July 2014 | |

The following reference Drawings are available in PDF format by request to the Project Manager and after submission of a Non-Disclosure Agreement:

| Project Title & Drawing Type | Year | # Drawings | CAD Avail? |
|--|-------------|-------------------|-------------------|
| Branch 2 Aqueduct Valve Chamber Details (Section D-D, F-F & E-E on Dwg. D-801) | 1958 | 1 | No |
| Metro East (MacLean) Reservoir As-Built Drawings | 1965 | 25 | No |
| McPhillips Reservoir Reconstruction | 1974 | 109 | No |
| McPhillips Reservoir Reconstruction -Shop Drawings – Roof Double Tees | 1974 | 16 | No |
| McPhillips Reservoir – Miscellaneous Drawings | Misc. | 3 | No |
| McPhillips Reservoir – West Cell Reservoir - Slope Remediation | 2000 | 1 | Yes |
| Wilkes Avenue Reservoir – South Cell Rehabilitation | 2013 | 85 | Yes |