



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 304-2024**

**PROFESSIONAL CONSULTING SERVICES FOR THE WTP CONCRETE  
REHABILITATION - PHASE 1**

## 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	2
B7. Proposal Submission	3
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Proponent and Subconsultants (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	6
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	7
B14. Disclosure	8
B15. Conflict of Interest and Good Faith	8
B16. Qualification	9
B17. Opening of Proposals and Release of Information	10
B18. Irrevocable Offer	11
B19. Withdrawal of Offers	11
B20. Interviews	11
B21. Negotiations	11
B22. Evaluation of Proposals	11
B23. Award of Contract	13

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Definitions	2
D5. Relevant Documents	4
D6. General Requirements	4
D7. Scope of Services	6
D8. Project Management	7
D9. Preliminary Design – Phase 1	9
D10. Preliminary Design – Phase 2 and 3	11
D11. Regulator Interfacing	13
D12. Detailed Design – Phase 1	14
D13. Material Procurement Services	15
D14. Non-Resident Contract Administration Services	16
D15. Resident Contract Administration Services	18
D16. Commissioning Services	19
D17. As-Built Drawings	20
D18. Post Construction Services	20
D19. Additional Work Allowance	21
D20. Material Testing Allowance	21
D21. Site Security	21
D22. Accessible Customer Service Requirements	22

D23. Unfair Labour Practices	22
<b>Submissions</b>	
D24. Authority to Carry on Business	23
D25. Safe Work Plan	23
D26. Insurance	23
<b>Schedule of Services</b>	
D27. Commencement	24
D28. Critical Stages	25
D29. Supply Chain Disruption Schedule Delays	25
<b>Measurement and Payment</b>	
D30. Invoices	26
D31. Payment	26
<b>Dispute Resolution</b>	
D32. Dispute Resolution	26
<b>Third Party Agreements</b>	
D33. Funding and/or Contribution Agreement Obligations	27
<b>PART E - SECURITY CLEARANCE</b>	
E1. Security Clearance	1
<b>APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES</b>	
<b>APPENDIX B – RELEVANT DOCUMENTS</b>	
<b>APPENDIX C – NON-DISCLOSURE AGREEMENT</b>	

## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE WTP CONCRETE REHABILITATION - PHASE 1

### B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 30, 2024.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing 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 Consulting Contract Administrator or an authorized representative will conduct a Site investigation tour of the Winnipeg Drinking Water Treatment Plant (WTP) on May 1, 2024 starting at 1:00 pm.

B3.2 Proponents are required to register for the Site investigation by contacting the Consulting Contract Administrator identified in D2 a minimum of 24 hours prior to the Site investigation.

B3.2.1 Proponents registered for a Site investigation must provide the Consulting Contract Administrator with a Global Sanctions and Politically Exposed Persons (PEP) check obtained not earlier than one (1) year prior to the Site investigation

(a) The Global Sanctions & PEP 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 E1.1.1 of PART E - Security Clearance for further information.

(b) The results of the Global Sanctions & PEP 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 & PEP Checks with the City.

B3.2.2 Attendees are required to wear CSA approved footwear, hardhat, and safety vest while inside the WTP.

B3.2.3 The City will not be providing access to the interior of any drinking water treatment process channels or tanks during the Site investigation.

B3.3 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Proponents attend to view the general Site conditions and limitations of the Work.

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

B3.5 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

#### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator 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 Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator 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 Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

#### **B6. ADDENDA**

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

- B6.4 The Proponent is responsible for ensuring that they have 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 Consulting Contract Administrator 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](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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 their 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 their duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. FEES (SECTION B)**

- B9.1 The Proposal shall include a Fixed Fee for all the following sections identified in D3.1 Scope of Services:
  - (a) Project Management in accordance with D8;
  - (b) Preliminary Design – Phase 1 in accordance with D9;
  - (c) Preliminary Design – Phase 2 and 3 in accordance with D10;
  - (d) Regulator Interfacing in accordance with D11;
  - (e) Detailed Design – Phase 1 in accordance with D12;
  - (f) Material Procurement Services in accordance with D13;
  - (g) Non-Resident Contract Administration Services in accordance with D14;
  - (h) Commissioning Services in accordance with D16;
  - (i) As-built Drawings in accordance with D17;
    - (i) The Fixed Fee for As-Built Drawings shall be \$50,000, to be paid upon satisfactory completion of the As-Built Drawings as described in D17.2;
  - (j) Post Construction Services in accordance with D18;
  - (k) Additional Work Allowance in accordance with D19;
    - (i) The Proponent shall include an Additional Work Allowance of \$50,000 in their Proposal to be administered as described in D19.1; and
  - (l) Material Testing Allowance in accordance with D20;
    - (i) The Proponent shall include a Material Testing Allowance of \$20,000 in their Proposal to be administered as described in D20;

- B9.2 The Proposal shall include a Time-Based Fee schedule for the following section identified in D7 Scope of Services:
- (a) Resident Contract Administration Services.
    - (i) Time-Based fees shall be based on Contract Administration Services as described in D15.
    - (ii) For Proposal purposes, these fees shall be based on 2400 hours of inspection.
    - (iii) The number of hours listed in B9.2(a)(ii) is considered approximate only. The City will use this number for the purposes of comparing Proposals.
- B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.7.1 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 D33. Any such costs shall be determined in accordance with D33.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on two (2) projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted consulting cost and final cost;
    - (i) where the original contracted consulting cost and final cost differ, the Proponent should submit an explanation;
  - (d) project's original contracted construction cost and final cost;
    - (i) where the original contracted construction cost and final cost differ, the Proponent should submit an explanation;
  - (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
    - (i) where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation;
  - (f) project owner;
  - (g) reference information (two current names with telephone numbers and email addresses per project).



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 Subcontractors to be engaged by the Proponent in the organizational chart.

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

- (a) Project manager;
- (b) lead structural engineer;
- (c) lead process engineer;
- (d) non-resident contract administrator;
- (e) resident contract administrator;
- (f) any other personnel with over 5% of the total project hours.

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

- (a) educational background and degrees;
- (b) professional recognition;
- (c) job title;
- (d) years of experience in current position;
- (e) years of experience in design and construction; and
- (f) years of experience with existing employer.

B11.2.2 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least **two (2)** comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

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 B11.3 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 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals should address:
  - (a) the methodology that the Proponent intends to carry out the Scope of Services;
    - (i) the methodology should be presented in accordance with the Scope of Services identified in D7.
  - (b) the team's understanding of the broad functional and technical requirements;
  - (c) the work activities related to the Scope of Services;
  - (d) the deliverables associated with the Scope of Services;
  - (e) all significant assumptions and interpretations of the Scope of Services;
  - (f) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
  - (g) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponent's suitability to the Project; and
  - (h) any other issue that conveys your team's understanding of the Project requirements.
- B12.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.
- B12.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.4.
- B12.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.7 For each person identified in B11.2, list the percent of the person's design time in relation to the total project hours in accordance with the Scope of Services identified in D7.1.
- B13. PROJECT SCHEDULE (SECTION F)**
- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (monthly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 Further to B13.1, the Proponent's schedule should also include:
  - (a) A work breakdown structure;
  - (b) Critical dates for review;
  - (c) Anticipated review and approval periods by the City during the design and tendering phases of the project;
    - (i) A minimum of three (3) weeks shall be allotted for the City's review of major Project Deliverables;

- (ii) A minimum five (5) week construction tendering period shall be assumed;
- (iii) A minimum six (6) week construction tender award period shall be assumed;
- (d) Project meetings; and
- (e) Submission dates for required Deliverables.

B13.3 The Proponent's schedule should include critical dates listed in D28. The Proponent shall give justification in the event that the milestone dates listed in the schedule deviate from the critical dates listed in D28.

#### **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) Hatch Ltd.;
- (b) Eng-Tech Consulting Ltd.; and
- (c) Tourney Consulting Group LLC.

B14.3 The following reports were prepared by the organizations identified in B14.2 and also listed in Appendix B:

- (a) "Water Treatment Plant Concrete Assessment - Technical Memorandum on Concrete Inspection and Concrete Testing" (Hatch Ltd., October 2020).
- (b) "Water Treatment Plant Concrete Assessment – Conceptual Design Report" (Hatch Ltd., March 2022).
- (c) "Water Treatment Plant Concrete Assessment – Technical Memorandum on Rehabilitation Options Mock-Ups" (Hatch Ltd., June 2022).

#### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Further to C3.2, 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 their 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 their 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 Consulting Contract Administrator; 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 their 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 their 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;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D8.1).
- B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

**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 their Proposal without penalty prior to the Submission Deadline.

**B20. INTERVIEWS**

- B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

**B21. NEGOTIATIONS**

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

**B22. EVALUATION OF PROPOSALS**

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
  - (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
  - (c) Fees; (Section B) 25%
  - (d) Experience of Proponent and Subconsultant; (Section C) 20%
  - (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 their 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 experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project;
  - (b) Success of the Proponent on past projects; and
  - (c) Past performance on City of Winnipeg projects, including but not limited to:
    - (i) adherence to project budgets;
    - (ii) adherence to project schedule;
    - (iii) quality of work; and
    - (iv) overall satisfaction with the Proponent.
- B22.8.1 Proponents that have not worked with the City of Winnipeg before will be evaluated based on the information provided in response to B10.1(a).
- B22.9 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, considering the information provided in B11, including but not limited to the following criteria:
- (a) appropriateness of related years of experience of the Key Personnel;
  - (b) relevancy of experience of the Key Personnel; and
  - (c) appropriateness of the approach to the overall team formation and coordination of team members.
- B22.9.1 Proposals that receive less than half of the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B22.2.
- B22.10 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) appropriateness of the project management approach;
  - (b) consistency and completeness of the methodology;
  - (c) appropriateness of hours assigned to individual tasks per person;
  - (d) proponent's understanding of the Project, including the deliverables and constraints; and
  - (e) demonstration of insight beyond the information presented in this RFP.
- B22.10.1 Proposals that receive less than half of the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.2.

- B22.11 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule;
  - (b) logic and sequencing of the tasks; and
  - (c) appropriateness of the timelines provided.
- B22.12 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.14 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 their 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 their 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(u) 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(v).
- 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 D33 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 their Proposal upon written request to the Consulting Contract Administrator.

B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Ken Dyck, P.Eng.

Senior Project Engineer

Telephone No. 204 479 7727

Email Address: [kdyck@winnipeg.ca](mailto:kdyck@winnipeg.ca)

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

#### D3. BACKGROUND

D3.1 The Winnipeg Drinking Water Treatment Plant (WTP), located immediately east of the City of Winnipeg in the Rural Municipality of Springfield was constructed from 2005 to 2009. The water treatment processes within the main WTP consist of enhanced coagulation, dissolved air floatation (DAF), ozonation, biologically-activated carbon filtration, chlorination and pH adjustment prior to being discharged into the onsite clear well.

D3.2 The process channels and tanks within the WTP are constructed of reinforced cast-in-place concrete. These tanks and channels were constructed without the use of protective liners or concrete coatings.

D3.3 The pH of the raw water entering the WTP is lowered as a necessary step in the water treatment process. The resulting suppressed pH averages approximately 5.8 across all process channels and tank areas of the WTP, with the exception of the wash-water recovery area (noted as "WR" in the WTP drawings), where the pH is slightly higher at 6.2.

D3.4 In 2019, the City engaged Hatch Ltd. under RFP 84-2019 to provide engineering services for concrete condition assessments in the WTP. The condition assessment study concluded that the cause of the surface degradation was due to acid attack and exposure to sulphates from the treatment process. The degradation was particularly accentuated due to the use of locally sourced dolomitic limestone coarse aggregates that are more susceptible to dissolution in acidic environments. The dissolving of coarse aggregates in the concrete matrix caused further disintegration of the cement paste and resulted in degradation of the surface cover provided over the reinforcement bars. The condition assessment document is available as part of the reference materials included in Appendix B.

D3.5 Among the highest levels of concrete degradation observed at the WTP is in the eight (8) filters and the filter underdrains. These areas are exposed to both high velocities of water/air scour and additional abrasion of the concrete by the granular carbon filtration media during the filter backwashing process. As a result, these areas are deemed a higher priority to rehabilitate due to ongoing surface abrasion.

D3.6 Areas not exposed to abrasion or higher velocities are somewhat protected by the layer of deteriorated/disintegrated concrete surface paste. The WTP operations team has since

modified their washdown procedures by reducing nozzle pressures where feasible as to minimize the disturbance of the deteriorated outer concrete surface layer.

- D3.7 The concrete deterioration has not caused any issues to the treatment process as all treated water produced has always met regulatory guidelines and conditions of the City's Public Water System Operating Licence as issued by the Manitoba Office of Drinking Water.
- D3.8 Hatch Ltd. completed a conceptual design that developed recommendations for remedial works based on the results of the condition assessment. The design included a prioritization of structures into three (3) distinct phases of work.
- (a) The recommendations for concrete rehabilitation for the phase 1, highest priority structures are as follows:
    - (i) Filter tanks: Rehabilitation using a concrete overlay liner with epoxy coating system;
    - (ii) Filter underdrains: Rehabilitation using an epoxy coating system;
    - (iii) Backwash supply tanks: Rehabilitation using an epoxy coating system;
    - (iv) Washwater recovery tank No. 4 (column only): Rehabilitation of a single column using a concrete overlay liner with epoxy coating system; and
    - (v) Combined filter effluent channel: Rehabilitation using an epoxy coating system\
  - (b) The recommendations for concrete rehabilitation for the phase 2, medium priority structures are as follows:
    - (i) Ozone contactor tanks: Cementitious waterproofing coating system;
    - (ii) Ozone outlet mixing chambers: cementitious waterproofing coating system;
    - (iii) Chlorine contact tank: cementitious waterproofing coating system;
    - (iv) Filter inlet channels: epoxy coating system; and
    - (v) Filter backwash waste channel: minor surface repairs (no protective coating required).
  - (c) The recommendations for concrete rehabilitation for the phase 3, lower priority structures are as follows:
    - (i) Flocculation tanks: cementitious waterproofing coating system;
    - (ii) Dissolved air floatation tanks: cementitious waterproofing coating system; and
    - (iii) Dissolved air floatation tank overflows channels: epoxy coating system.
- D3.9 Due to the tight space in the filter underdrain, it was further recommended that the current underdrain be demolished to facilitate concrete rehabilitation and be replaced with a new underdrain system. The City's Operations team has expressed interest in changing the design of the filter underdrain system due to ongoing maintenance issues related to clogging of the existing underdrain plastic strainer inserts, and the significant amount of labour to remove all of the Granular Activated Carbon (GAC) and replace the 1936 strainers in each filter.
- D3.10 The WTP operations team is only able to remove one (1) filter from service at a time to meet treatment targets and sufficient operational redundancy.
- D3.11 The City has invested in a mobile skid that allows the WTP operations team to remove, dewater, and store the GAC media in other areas of the facility. The media removal operation takes approximately one (1) week to complete.
- D3.12 Mock-up panel installations of various protective coatings were installed in filter no. 1, flocculation tank no. 2, and dissolved air floatation tank no. 2 in the spring of 2021 as part of a trial test to determine the performance of the recommended systems. A summary of the mock-up installations and eight-month performance inspection is provided in a technical memorandum included in Appendix B.

#### **D4. DEFINITIONS**

- D4.1 When used in this Request for Proposal:

- (a) “**ANSI**” means the American National Standards Institute;
- (b) “**AWWA**” means the American Water Works Association;
- (c) “**Addendum**” means a written addendum to the RFP issued by the City as set out in B6;
- (d) “**Additional Work Allowance**” means a cash allowance that is to be used for engineering and project management in the event pre-existing unforeseen Site conditions or City instigated changes that arise during the various stages of the Project;
- (e) “**As-Built Drawings**” means Drawings depicting the as-constructed conditions in accordance with the document “Authentication of Electronic and Hardcopy Documents Guideline” as published by Engineers Geoscientists of Manitoba;
- (f) “**CAD**” means Computer Assisted Drawing;
- (g) “**CSA**” means the Canadian Standards Association;
- (h) “**CWO**” means Change of Work Order;
- (i) “**Class 1 Cost Estimate**” means an estimate within an expected accuracy within -10% to +15%;
- (j) “**Class 3 Cost Estimate**” means an estimate within an expected accuracy within -20% to +30%;
- (k) “**DAF**” means Dissolved Air Floatation;
- (l) “**Final Construction Report**” means a report containing contract administration documentation as outlined in D18.2;
- (m) “**GAC**” means Granular Activated Carbon (filtration media);
- (n) “**HVAC**” means Heating Ventilation and Air Conditioning;
- (o) “**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;
- (p) “**Material Testing Allowance**” means the cash allowance for the Consultant to arrange and pay for third-party testing services;
- (q) “**MRST**” means Manitoba Retail Sales Tax;
- (r) “**MWSB**” means Manitoba Water Services Board;
- (s) “**NDA**” means Non-Disclosure Agreement;
- (t) “**NSF**” means NSF International (formerly the National Sanitation Foundation);
- (u) “**NMS**” means National Master Specification;
- (v) “**O&M**” means Operation and Maintenance;
- (w) “**ODW**” means the Manitoba Office of Drinking Water;
- (x) “**PCN**” means Proposed Change Notice;
- (y) “**PDF**” means Portable Document Format;
- (z) “**pH**” means the quantitative measure of the acidity or basicity of aqueous or other liquid solutions;
- (aa) “**P&IDs**” means Process and Instrumentation Diagrams;
- (bb) “**PLC**” means Programmable Logic Controller;
- (cc) “**RFI**” means Request for Information;
- (dd) “**Scope of Services**” means all Services executed under the Contract;
- (ee) “**Substantial Performance**” shall have the meaning attributed to it in the Builders’ Liens Act (Manitoba), or any superseding legislation;
- (ff) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial

efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

(gg) “**WBS**” means Work Breakdown Structure; and

(hh) “**WTP**” means the Winnipeg Drinking Water Treatment Plant.

## **D5. RELEVANT DOCUMENTS**

D5.1 Relevant documents and drawings listed in Appendix B are available by request to the City's Consulting Contract Administrator after completion of a Non-Disclosure Agreement (NDA). 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 direct supervision of a Professional Engineer.

(a) All drawings, reports, recommendations, and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.

(b) Final design documents irrespective of the level of design shall have an engineer's seal.

(c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.

D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project, shall be endorsed by the Consultant's Representative in a manner acceptable to the City.

D6.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.

D6.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

D6.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.

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

(a) City of Winnipeg Water & Waste Department Electrical Design Guide

(i) The Electrical Design Guide can be accessed online at <https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf>

(b) City of Winnipeg Water & Waste Department Identification Standard

(i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.

(ii) The Electrical Identification Standard can be accessed online at: <https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf>

(c) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at [http://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](http://winnipeg.ca/waterandwaste/dept/cad_gis.stm)

## **D6.2 General Requirements for Project Deliverables**

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

- (a) Project management documents;
- (b) Preliminary drawings;
- (c) Preliminary design technical memorandums;
- (d) Detailed design drawings;
- (e) Technical specifications;
- (f) Tender documents;
- (g) Contract administration documentation; and
- (h) As-Built Drawings.

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 major Project Deliverables shall be a minimum of three (3) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the critical path method schedule as outlined in B13.

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 Consulting Contract Administrator.

## **D6.3 General Requirements for Drawings**

D6.3.1 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records, and topographic survey.

D6.3.2 All profile components of Drawings shall be in natural scale.

D6.3.3 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.

D6.3.4 Draft Drawings shall be submitted in PDF format. The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.

D6.3.5 Tender or construction drawings shall be submitted in PDF format with digital signatures for authentication of seals.

D6.3.6 All final As-Built Drawings shall be submitted in both PDF and AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.

## **D6.4 General Requirements for Photographs**

- D6.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
  - (b) location and orientation where the photograph was taken; and
  - (c) a brief description of what is depicted by the photograph.

#### **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.

#### **D6.6 General Design and Construction Requirements for Potable Water Facilities**

- D6.6.1 The following technical requirements apply to the construction work at the WTP:
- (a) Design: shall reference best practices within the “Recommended Standards for Water Works” published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (also known as the *Ten States Standards*);
  - (b) Design specifications: shall reference, or shall have equivalent requirements to the Manitoba Water Services Board (MWSB) Standard Construction Specifications, as applicable;
  - (c) Disinfection and bacterial testing: to AWWA C653 (Disinfection of Water Treatment Plants).
    - (i) The Consultant will be responsible to develop specifications outlining the cleaning and disinfection procedures prior to re-commissioning any potable water treatment channels/tanks;
    - (ii) The Consultant is responsible for communicating results of bacterial testing to the Office of Drinking Water (ODW) as outlined in D11;
  - (d) Construction materials to be used in contact with potable water: to NSF/ANSI 61 - Drinking Water System Components.
    - (i) All materials incorporated into the construction tender shall be outlined in the technical memorandum described in D11.6.

### **D7. SCOPE OF SERVICES**

- D7.1 The Services required under this Contract shall consist of the following:
- (a) Project Management in accordance with D8;
  - (b) Preliminary Design – Phase 1 in accordance with D9;
  - (c) Preliminary Design – Phase 2 and 3 in accordance with D10;
  - (d) Regulator Interfacing in accordance with D11;
  - (e) Detailed Design – Phase 1 in accordance with D12;
  - (f) Material Procurement Services in accordance with D13;
  - (g) Non-Resident Contract Administration Services in accordance with D14;
  - (h) Resident Contract Administration Services in accordance with D15;
  - (i) Commissioning Services in accordance with D16;
  - (j) As-Built Drawings in accordance with D17; and
  - (k) Post Construction Services in accordance with D18.
- D7.2 The funds available for this Contract are \$1,900,000.00



## **D8. PROJECT MANAGEMENT**

D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D18

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 D8.3. The updated Project schedule to include the % Work Complete for each task.
- (vi) The City's Consulting Contract Administrator 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 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).

D8.3.1 Quarterly project status reports should be completed using the City's Consultant Progress Report template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website. The Consultant can use an alternate template of their choosing if it contains similar information.

D8.4 Coordinate regular monthly project meetings and provide minutes in a brief email format to the Consulting Contract Administrator. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project and to discuss other project management issues.

D8.4.1 Schedule all of the regular monthly Project meetings within five (5) Business Days of the pre-commencement meeting.

D8.4.2 The frequency of the meetings may vary based upon the level of project activity.

D8.4.3 If critical stages outlined in D28 are not achieved, regular Project meeting frequency shall increase to every two weeks until the deliverables indicated D28 are approved by the City. No additional fees will be contemplated for additional Project meetings.

D8.5 In addition to the regular Project meetings detailed in D8.4, schedule, chair, and provide minutes the following milestone meetings:

- (a) pre-commencement meeting – to be scheduled immediately upon award of the Project;
- (b) preliminary design – phase 1 draft technical memorandum review meeting as detailed in D9;
- (c) preliminary design – phase 2 and 3 draft technical memorandum review meeting as detailed in D10;
- (d) regulator interfacing technical memorandum meeting as detailed in D11.4;
- (e) regulator interfacing permit application meeting as detailed in D11.7;
- (f) detailed design 60% review meeting as detailed in D12.5.2;
- (g) detailed design 90% review meeting as detailed in D12.5.3;
- (h) material procurement draft tender review meeting as detailed in D13.1.2
- (i) material procurement kick-off meeting as detailed in D14.4

- (j) pre-construction (construction kick-off) meeting as detailed in D14.3;
- (k) Project closeout meeting.

D8.5.1 Meetings can be combined if appropriate.

D8.5.2 Additional meetings may be required in the event that issues arise during the course of the Project.

D8.6 Provide adequate notice (at least ten (10) Business Days) prior to any Site visit or work that will require assistance from City personnel.

D8.7 Carry out other project management activities as required.

D8.8 The Services required under the Scope of Work 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 their professional expertise; the Consultant shall bring to the Consulting Contract Administrator'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.

**D9. PRELIMINARY DESIGN – PHASE 1**

D9.1 The preliminary design phase 1 consists of the following rehabilitation areas and associated recommendations from the conceptual design report:

<b>WTP Concrete Rehabilitation – Phase 1</b>		
<b>Process Tank/Channel</b>	<b>No. of Tanks/ Channels</b>	<b>Recommended Option for Rehabilitation</b>
Filter Tanks	8	Surface Applied Concrete Liner and Epoxy Coating System
Filter Underdrains	8	Epoxy Coating System
Backwash Supply Tanks	2	Epoxy Coating System
Washwater Recovery Tank (Tank No. 4 only)	1	Surface Applied concrete liner and epoxy coating system
Combined Filter Effluent Channel	1	Epoxy Coating System

D9.2 Review all pertinent background information including, but not limited to:

- (a) drawings;
- (b) past bid opportunities and tenders;
- (c) the condition assessment report;
- (d) the conceptual design report;
- (e) the rehabilitation options mock-up report;
- (f) shop drawings; and
- (g) operating and maintenance manuals.

D9.3 Conduct detailed Site inspections to verify existing drawings and background information reviewed in D9.2. The Site inspections will be limited to one channel/tank per process due to access restrictions and operational redundancy requirements. The Site inspections will be divided into two trips over an approximate one-month span, following award of the Contract, with the following separate visits:

- (a) Inspection 1: filter tanks, filter underdrain and washwater recovery tank no.4.
    - (i) It is envisioned that filter no. 1 and the associated underdrain will be made accessible for the Consultant to evaluate the condition of the mock-up panels installed in 2021.
    - (ii) The GAC filtration media *cannot not be removed* from the filter tank for the inspection.
    - (iii) The filter tanks and filter underdrain can be removed from service for an extended period of time to facilitate material testing. Material testing of the mock-up panels may be permitted if the Consultant can ensure that any debris caused by testing is captured and does not enter the filter media.
  - (b) Inspection 2: backwash supply tank and the combined filter effluent channel.
    - (i) This inspection will require a WTP shutdown to facilitate the safe entry of the areas. The maximum inspection time for access to the three areas will be three (3) hours.
    - (ii) Material testing will not be permitted due to the limited outage window.
- D9.3.1 The City will be responsible for all confined space entry support, including emergency standby personnel, air monitoring, and rescue equipment. The Consultant will be responsible for all personal protective equipment, including CSA rated body harnesses and CSA rated rubber boots.
- D9.3.2 The City will supply disinfectant and associated equipment for the purposes of boot and equipment disinfection, as required for the inspections. The Consultant is responsible to incorporate disinfection requirements into the safe work plan in D25.
- D9.4 The preliminary design shall address the following:
- (a) access provisions to the various areas to complete the work;
  - (b) temporary provisions to be completed (e.g. construction of temporary bulkheads) to phase the Work;
  - (c) performance of the recommended concrete rehabilitation options to date by evaluation of the mock-up panels previously installed;
  - (d) provisions for concrete crack and spall repairs to be identified during construction;
  - (e) installation of a manually actuated butterfly valve on the interconnecting 250mm diameter overflow pipes between the two backwash supply tanks to allow complete isolation of the tanks for longer term entry requirements;
  - (f) redesign of the filter underdrains;
    - (i) Due to ongoing high maintenance issues with the current underdrain system, the WTP operations team has expressed interest in a low-profile stainless-steel underdrain system with built-in air scour conduits.
    - (ii) The redesign of the filter underdrains shall consider any structural changes that will be required to the geometry of the filter bottoms to facilitate installation of a new underdrain system;
    - (iii) The redesign may require updates to the process control narrative to facilitate changes to the PLC programs that control the filter process;
    - (iv) The filter troughs are partially cast into the concrete walls and may require demolition and/or temporary removal to facilitate access for underdrain demolition and concrete rehabilitation;
- D9.5 Prepare a preliminary design technical memorandum containing the following:
- (a) a description of the work to be completed, including the access, phasing plans, and other measures required by the contractor to ensure the WTP is in continuous operation during construction;
  - (b) preliminary design drawings;
  - (c) design basis and high-level technical specifications (not NMS format);

- (d) approximate schedule of the Work;
- (e) commissioning requirements; and
- (f) a Class 3 Cost Estimate for construction.
  - (i) The Class 3 Cost Estimate shall be completed on the City's basis of estimate template.

- D9.6 Submit an electronic copy of the draft preliminary design – phase 1 technical memorandum at approximately 75% completion.
- (a) The consultant is encouraged to submit for review at an early stage any individual components that may be of interest to the City or where City direction is required prior to advancing the preliminary design. Coordinate with the Consulting Contract Administrator as required;
  - (b) Conduct a meeting to review the City's comments approximately three (3) weeks following submission.
- D9.7 Submit an electronic copy of the final preliminary design – phase 1 technical memorandum following incorporation of City comments, as applicable.

**D10. PRELIMINARY DESIGN – PHASE 2 AND 3**

- D10.1 The preliminary design of phases 2 and 3 consists of the following structures and associated recommendations from the conceptual design report:

<b>WTP Concrete Rehabilitation – Phase 2 and 3</b>			
<b>Phase No.</b>	<b>Process Tank/Channel</b>	<b>No. of Tanks/Channels</b>	<b>Recommended Option for Rehabilitation</b>
2	Ozone Contactor Tanks	2	Cementitious Waterproofing Coating System
2	Ozone Outlet Mixing Chamber Channels	2	Cementitious Waterproofing Coating System
2	Chlorine Contact Tank	1	Cementitious Waterproofing Coating System
2	Filter Inlet Channels	2	Epoxy Coating System
2	Filter Backwash Waste Channel	1	Minor Spall Repair
3	Flocculation Tanks	8	Cementitious Waterproofing Coating System
3	DAF Tanks	8	Cementitious Waterproofing Coating System
3	DAF Overflow Discharge Channels	2	Epoxy Coating System

- D10.2 Review all pertinent background information including, but not limited to:
- (a) drawings;
  - (b) past bid opportunities and tenders;
  - (c) the condition assessment report;
  - (d) the conceptual design report;
  - (e) the rehabilitation options mock-up report; and
  - (f) operating and maintenance manuals.
- D10.3 Conduct detailed Site inspections to verify existing drawings and background information reviewed in D10.2. The inspections will be limited to one (1) channel/tank per process, where

applicable due to access restrictions. The site inspections will be divided into four separate inspection trips over an approximate six-month span, following award of the Contract, with the following separate site visits:

- (a) Inspection 1: chlorine contact tank and DAF overflow discharge channels;
  - (i) This inspection will require a full WTP shutdown to facilitate the safe entry of the areas. The maximum inspection time for access to these areas will be a total of two (2) hours.
  - (ii) This inspection is to be conducted during colder weather months when water demand is low;
- (b) Inspection 2: ozone outlet mixing chamber channels and filter inlet channels;
  - (i) This inspection will require a brief WTP shutdown to facilitate the safe entry of the areas. The maximum inspection time for access to the two areas will be three (3) hours.
  - (ii) This inspection is to be conducted during colder weather months when water demand is low;
- (c) Inspection 3: ozone contactor tanks;
  - (i) This inspection is preferred in the colder weather months if an extended outage is required for material testing purposes;
- (d) Inspection 4: flocculation tank and DAF tank;
  - (i) It is envisioned that flocculation and DAF tank 2 will be made accessible for the Consultant to evaluate the condition of the mock-up panels installed in 2021;
  - (ii) The flocculation tank and DAF tank can be removed from service over a longer period of time for material testing purposes.

D10.3.1 The City will be responsible for all confined space entry support, including emergency standby personnel, air monitoring, and rescue equipment. The Consultant will be responsible for all personal protective equipment, including CSA rated body harnesses and CSA rated rubber boots.

D10.3.2 The City will supply disinfectant and associated equipment for the purposes of boot and equipment disinfection, as required for the inspections. The Consultant is responsible to incorporate disinfection requirements into the safe work plan in D25.

D10.3.3 Material testing will be not be allowed in areas where WTP shutdowns are required for access.

D10.4 The preliminary design shall address the following:

- (a) access provisions to the various areas to complete the work;
- (b) temporary provisions to be completed (e.g. construction of temporary bulkheads) to phase the Work;
- (c) temporary diversion of the chlorine contact chamber to facilitate the work and interim process changes required to facilitate chlorine contact time;
- (d) provisions for concrete crack and spall repairs to be identified during construction; and
- (e) performance of the recommended concrete rehabilitation options to date by evaluation of the mock-up panels previously installed;

D10.5 Prepare a preliminary design technical memorandum containing the following:

- (a) a description of the work to be completed, including the access, phasing plans, and other measures required by the contractor to ensure the WTP is in continuous operation during construction;
- (b) preliminary design drawings;
- (c) design basis and high-level technical specifications (not NMS format);
- (d) approximate schedule of the Work;

- (e) commissioning requirements; and
- (f) a Class 3 cost estimate for construction.
  - (i) The Class 3 cost estimate shall be completed on the City's basis of estimate template.

- D10.6 Submit an electronic copy of the draft preliminary design – phase 2 and 3 technical memorandum at approximately 75% completion.
- (a) The consultant is encouraged to submit for review at an early stage any individual components that may be of interest to the City or where City direction is required prior to advancing the preliminary design. Coordinate with the Consulting Contract Administrator as required.
  - (b) Conduct a meeting to review the City's comments approximately three (3) weeks following submission.
- D10.7 Submit an electronic copy of the final preliminary design – phase 2 and 3 technical memorandum following incorporation of City comments, as applicable.

## **D11. REGULATOR INTERFACING**

- D11.1 The Scope of Work contained in this RFP contains process changes to the filters and associated filter underdrains. Modifications of processes within the WTP will require a *permit to construct or alter a public water system*, as issued by the Province of Manitoba's Office of Drinking Water (ODW).
- D11.2 During the preliminary design of phase 1, prepare a draft technical memorandum summarizing the proposed operational changes to the granulated activated carbon filters and associated filter underdrains. The technical memorandum shall include, but not be limited to the following items:
- (a) a detailed description of the changes to the WTP process, including preliminary construction details to facilitate the process changes;
  - (b) preliminary drawings of the filter rehabilitation;
  - (c) the phasing strategy to ensure continuous filter operation; and
  - (d) the preliminary commissioning strategy.
- D11.3 The draft technical memorandum shall be submitted to the City for review prior to sending to the ODW.
- D11.4 Plan to have one meeting with the City and ODW approximately three (3) weeks following submission of the draft technical memorandum described in D11.2. The meeting shall be attended by all Key Personnel responsible for modifications of the filters and filter underdrains.
- D11.5 Following review of any comments made by ODW, revise the technical memorandum to final for distribution.
- D11.6 The Consultant shall interface with the ODW to obtain the *permit to construct or alter a public water system* prior to construction of the Work on behalf of the City. The permit application package shall contain the following information:
- (a) tender Drawings;
  - (b) technical specifications; and
  - (c) a supplemental letter addressing where potable water design standards and guidelines have been incorporated into the construction contract (e.g. use of ANSI/NSF 61 certified materials, contractor disinfection and bacterial testing requirements meeting AWWA standards, phasing plans, etc.).
- D11.7 Plan to have one (1) meeting with the City and ODW following submission of the permit to address any questions with respect to the tender documents.

D11.8 Provide interfacing services with ODW throughout construction with respect to authorizations for equipment commissioning and reporting of results of bacterial testing in accordance with AWWA disinfection standards.

D11.9 Provide a close-out letter and commissioning documentation to ODW as required under the approved permit application.

**D12. DETAILED DESIGN – PHASE 1**

D12.1 Advance the phase 1 preliminary design as reviewed and approved by the City to a detailed design level.

(a) Note that ***phase 2 or 3 is not included*** within the detailed design Scope of Work.

D12.2 Where necessary, plan and conduct supplementary field surveys and investigations to verify the existing conditions to supplement the available information. Notify the City's Consulting Contract Administrator if existing conditions are found to deviate from City records.

D12.3 The detailed design shall address the access restrictions, phasing and sequencing requirements, and all other aspects required to ensure the WTP is in continued operation throughout the construction phase.

D12.4 The Consultant shall identify permits necessary for construction. Application for any required Construction permits are the responsibility of the contractor and shall be outlined clearly in the tender documents.

(a) The permit to construct/alter a public water system as issued by the Manitoba Office of Drinking Water is the responsibility of the Consultant as outlined in D11.

D12.5 Detailed Tender Package

D12.5.1 Prepare a detailed tender package for the WTP concrete rehabilitation – phase 1 that includes:

- (a) design Drawings from all disciplines, including demolition drawings;
- (b) technical specifications;
- (c) the tender document;
- (d) the commissioning plan;
- (e) process control narrative(s), updates only as applicable;
- (f) major equipment lists with reference information on the drawings;
- (g) applicable reference drawings of the existing Site and equipment; and
- (h) any other applicable information required by the contractor for execution of the Work.

D12.5.2 Submit an electronic copy of the 60% draft detailed tender package for all aspects of the work listed in D12.5.1, including detailed construction Drawings and technical specifications.

- (a) The Consultant is encouraged to submit at earlier stages for any individual components that may be of interest to the City or where City direction is required prior to progressing the detailed design. Coordinate with the Consulting Contract Administrator as required.
- (b) Submit electronic copies of written documents in source Microsoft Word format to facilitate tracking changes.
- (c) The submission of the various documents listed in D12.5.1 (a) to (h) may be staggered to facilitate expedited reviews and project schedule management;
- (d) The electronic copies of the draft Drawings shall be submitted in PDF format.
- (e) Conduct a meeting to review the City's comments on the 60% draft tender documents.



- D12.5.3 Submit an electronic copy of the 90% draft detailed tender package for all aspects of the work, including all tender package items listed in
- (a) Submit electronic copies of written documents in source Microsoft Word format to facilitate tracking changes.
  - (b) The electronic copies of the draft Drawings shall be submitted in PDF format.
  - (c) Conduct a meeting to review the City's comments on the 90% draft tender package.
  - (d) Incorporate all City comments into the final tender package.
- D12.6 Technical Specifications Requirements
- (a) The technical specifications shall cover all disciplines and scope of work in NMS format. Ensure the following are included:
    - (i) submittal requirements;
    - (ii) quality control and quality assurance requirements;
    - (iii) commissioning plans; and
    - (iv) O&M information.
- D12.7 Prepare the tender document utilizing the appropriate City template from the Purchasing Division. Identify and comply with all Purchasing Division policies and requirements. Interface with the Purchasing Division as required.
- D12.8 All construction Drawings are to have a Water and Waste Department drawing number assigned before the work is tendered. Drawing numbers shall be requested through the Consulting Contract Administrator.
- D12.9 Prepare a Class 1 cost estimate following incorporation of City Review comments of the 90% tender package submission.
- (a) The Class 1 Cost Estimate shall be submitted at least one (1) week prior to sending the Tender for posting by the Purchasing Division.
  - (b) The Class 1 Cost Estimate shall be completed using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website:  
<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>
- D12.10 Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes package, including detailed engineering calculations, Drawings and criteria assumed and employed in the design(s).
- D12.11 Procurement
- (a) Arrange for advertisement of the tender package with the City's Purchasing Division.
  - (b) Provide appropriate response to bidders and advice to the City during the tender posting period.
  - (c) Issue addenda to the bid opportunity, as required.
  - (d) Arrange for and attend two (2) bidder's site visits.
  - (e) Evaluate the bids received and provide an award of contract recommendation letter.
  - (f) If the bids deviate more than 15% from the Class 1 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter.

### **D13. MATERIAL PROCUREMENT SERVICES**

#### **D13.1 Detailed Material Procurement Tender Package**

- D13.1.1 Following completion of the preliminary design of the filter underdrains, prepare a material procurement tender package for the supply and delivery of the new filter underdrain components, including any other long lead materials required to facilitate installation of the

new filter components. The material procurement tender shall consist of the following items:

- (a) design Drawings from all applicable disciplines;
- (b) technical specifications; and
- (c) any applicable reference drawings of the existing filters and equipment.

D13.1.2 Submit an electronic copy of the 90% draft material procurement tender package for all aspects of the work listed in D13.1.1

- (a) The Consultant is encouraged to submit at earlier stages for any individual components that may be of interest to the City or where City direction is required prior to progressing the design. Coordinate with the Consulting Contract Administrator as required.
- (b) Submit electronic copies of written documents in source Microsoft Word format to facilitate tracking changes.
- (c) The submission of the various documents listed in D13.1.1(a) to (c) may be staggered to facilitate expedited reviews and project schedule management;
- (d) The electronic copies of the draft Drawings shall be submitted in PDF format.
- (e) Conduct a meeting to review the City's comments on the 90% draft tender documents.

D13.1.3 Submit an electronic copy of the final material procurement tender package for all aspects of the work.

- (a) Submit electronic copies of final written documents in PDF format.
- (b) The electronic copies of the draft Drawings shall be submitted in PDF format.
- (c) Conduct a brief meeting, if required to review any City comments on the final

D13.2 Prepare a Class 1 cost estimate following incorporation of City Review comments of the 90% material procurement tender package submission.

- (a) The Class 1 Cost Estimate shall be submitted at least one (1) week prior to sending the tender for posting by the Purchasing Division.
- (b) The Class 1 Cost Estimate shall be completed using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website:  
<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

D13.3 Procurement

- (a) Arrange for advertisement of the material procurement tender package with the City's Purchasing Division.
- (b) Provide appropriate response to bidders and advice to the City during the tender posting period.
- (c) Issue addenda to the bid opportunity, as required.
- (d) Arrange for and attend one (1) bidder's site visit.
- (e) Evaluate the bids received and provide an award of contract recommendation letter.
- (f) If the bids deviate more than 15% from the Class 1 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter.

#### **D14. NON-RESIDENT CONTRACT ADMINISTRATION SERVICES**

D14.1 Administer the construction and material procurement contracts.

D14.2 Use the appropriate City templates throughout the course of the Project. All documents can be found on the City's Infrastructure Planning Office website:  
<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>

Relevant documents include:

- (a) pre-construction meeting agenda and meeting minutes;
- (b) proposed change notice;
- (c) proposed change notice log;
- (d) request for information (RFI);
- (e) RFI log;
- (f) field instruction;
- (g) field instruction log;
- (h) contract change log;
- (i) change of work order (CWO);
- (j) decision log;
- (k) daily construction report;
- (l) inspection report;
- (m) meeting minutes;
- (n) site meeting minutes;
- (o) project status report;
- (p) Certificate of Substantial Performance;
- (q) Certificate of Total Performance; and
- (r) Certificate of Acceptance.

- D14.3 Conduct a pre-construction meeting and provide minutes.
- D14.4 Conduct a material procurement tender contract kick-off meeting and provide minutes.
- D14.5 Prior to on-Site construction, prepare and submit a written and photographic record of the physical condition of the Work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D14.6 Coordinate with the contractor for completion of permits, if applicable in a timely manner.
- D14.7 Review and accept contractor submittals (i.e. shop Drawings, safe work plan, etc.) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
- D14.8 Review and report to the City on laboratory, shop, and other test results conducted upon materials and/or equipment.
- D14.9 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D14.10 Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the Consultant, immediately following receipt or dispatch by the Consultant.
- D14.11 Coordinate and prepare proposed change notices (PCN's) regarding the contractor scope of work as required. This may include the preparation of specifications and Drawings for the PCN.
- D14.12 Review extra work claims submitted by the contractor. Prepare and process change of work orders (CWO's) accordingly in a timely manner.
- D14.13 Review and respond to contractor RFIs in a timely manner.
- D14.14 Prepare contractor site instructions/clarifications/directives as required.

- D14.15 Interpret technical aspects of the contract as requested by the City.
- D14.16 Coordinate regular construction review meetings. The meetings shall include representatives of the City and the contractor. The meetings shall be used to update the City on the status of construction, and to discuss any other construction related issues.
- (a) The typical frequency of meetings shall be bi-weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
  - (b) Prepare and distribute meeting minutes within three (3) Business Days. Update the meeting minutes with corrections from other parties. Items requiring immediate actions shall be emailed prior to issuance of the meeting minutes.
- D14.17 Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the Drawings and specifications.
- D14.18 Coordinate and lead a comprehensive, detailed inspection prior to substantial performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D14.19 Make a recommendation to the Consulting Contract Administrator when the contractor has achieved substantial performance and upon approval, prepare and issue a certificate of substantial performance.
- D14.20 Coordinate and lead a comprehensive, detailed inspection prior to total performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D14.21 Make a recommendation to the Consulting Contract Administrator when the contractor has achieved total performance and upon approval, prepare and issue a certificate of total performance.

**D15. RESIDENT CONTRACT ADMINISTRATION SERVICES**

- D15.1 Provide part-time inspection services when the contractor is on-site to ensure that the construction conforms to the design Drawings and specifications.
- D15.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.
- D15.3 Provide a weekly construction report during the course of construction. The weekly construction report shall include, but is not be limited to:
- (a) approximate labour force of the contractor for the week, including subcontractors;
  - (b) major construction tasks being completed that week;
  - (c) working days and days lost due to unforeseen conditions during the course of construction;
  - (d) deficiency tracking; and
  - (e) written and photographic records of the construction, including construction progress;
    - (i) Provide a brief description of each photograph.
- D15.4 Keep a continuous record of project activities including but not limited to weekly reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D15.5 Witness quality control procedures implemented by the contractor.
- D15.6 Arrange for and carry out testing of materials utilized by the contractor.

- (a) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Consulting Contract Administrator, will be reimbursed as an Allowable Disbursement as outlined in D20.
- (b) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
- (c) Costs shall be substantiated by the provision of suitable documentation.

D15.7 Prepare, update, maintain and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the contractor.

## **D16. COMMISSIONING SERVICES**

D16.1 The Consultant is responsible for the planning and leadership of the overall commissioning activities. While the contractor and the City may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning work in coordination with the contractor's schedule.

### **D16.2 Project Commissioning Plan**

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

### **D16.3 Commissioning Services**

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

- (v) any other commissioning documents.

**D17. AS-BUILT DRAWINGS**

- D17.1 Prepare and submit draft As-Built Drawings within one (1) month of total performance.
  - (a) Submit one (1) electronic PDF copy of the draft Record Drawings for City review.
- D17.2 Upon receipt of City review comments submit an electronic copy of both PDF and AutoCAD files of the final As-Built Drawings.
- D17.3 As-Built Drawings shall reflect Site verified as-constructed conditions, including contractor markups, contract change orders, RFI's, and markups from resident inspection of the work. Reliance solely on contractor markups without Site verification of as-constructed conditions is not satisfactory.
- D17.4 As-Built Drawings shall adhere to the General Requirements for Drawings as stated in D6.3.

**D18. POST CONSTRUCTION SERVICES**

- D18.1 Confirm and ensure complete turnover of project documentation (shop Drawings, Record Drawings, O&M manuals, design notes and calculations, etc.) to the City by the contractor and verify that the documents are in conformance with the construction contract.
- D18.2 Provide a final construction report to the City within two months of the construction contract Total Performance. The final construction report shall include the following:
  - (a) A brief summary of the project, including:
    - (i) services accomplished, including the initial and final scope of the Project;
    - (ii) issues encountered during the Project and the resolutions achieved;
    - (iii) final or projected final contract cost.
  - (b) Appendices, including:
    - (i) photographs – typical pre-construction, during construction, and post-construction photographs;
    - (ii) cost summary;
    - (iii) tabulation of tenders;
    - (iv) change orders;
    - (v) summary of progress payments;
    - (vi) final Contract schedule;
    - (vii) subcontractor list;
    - (viii) weekly reports;
    - (ix) progress meeting minutes;
    - (x) shop Drawings/submittals;
    - (xi) field instructions;
    - (xii) contractor RFI's & responses;
    - (xiii) material test reports;
    - (xiv) warranty information;
    - (xv) commissioning documentation; and
    - (xvi) certificates of substantial & total performance.
- D18.2.1 The Consultant shall submit two (2) paper copies and one (1) electronic PDF copy of the Final Construction Report.
- D18.3 Provide one (1) year warranty services tied to the date of Total Performance. The warranty services shall include but are not limited to the following:

- (a) provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the contractor appropriate notice to correct the deficiencies;
- (b) determination if corrective work is part of contractor's warranty;
- (c) liaison and coordination with the contractor to repair defective work;
- (d) conduction of the inspection and approval of warranty work;
- (e) issuance of instructions for correction of deficiencies;
- (f) review of updates to O&M manuals and resolve deficiencies;
- (g) respond to requests of the City related to the Project; and
- (h) provision of a detailed inspection of the Project with the Contractor and the City prior to the end of the warranty period and provide to the City in written form associated itemized deficiency list or appropriate recommendation of acceptance of the construction contract work.

D18.4 Coordinate with the filter underdrain manufacturer to provide three (3) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.

#### **D19. ADDITIONAL WORK ALLOWANCE**

D19.1 The additional work allowance in the amount of fifty thousand dollars (\$50,000) is to be used for engineering and design services that arise due to unforeseen conditions arising in the Project. When such work arises, the Consultant will prepare a concise scope of work and cost proposal in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval. No additional work shall start prior to this approval.

D19.2 Where the actual cost of the additional work 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 is less than the amount of the allowance, the City shall be credited for the unexpended portion of the allowance.

#### **D20. MATERIAL TESTING ALLOWANCE**

D20.1 The material testing allowance in the amount of twenty thousand dollars (\$20,000) is to be used for disbursements relating to material testing, inspection equipment rentals, or speciality inspection services.

D20.2 Expenditures under the material testing allowance shall be authorized by the City's Consulting Contract Administrator, unless they were clearly indicated within the submitted Proposal.

D20.3 Invoices sent to the City that include payment from the material testing allowance should include the associated invoice. Third party invoices shall clearly indicate the City's project number.

D20.4 Where the actual cost of the material testing 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 material testing is less than the amount of the allowance, the City shall be credited for the unexpended portion of the allowance.

#### **D21. SITE SECURITY**

D21.1 Each individual proposed to perform Work under this Contract and within the WTP shall be required to obtain security clearances as described in PART E - Security Clearance.

D21.2 The Consultant will be issued an access card for access to the WTP under the following conditions:

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

D21.3 Additional protocols for accessing the Site will be provided at the project kick-off meeting.

## **D22. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D22.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D22.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D22.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D23. UNFAIR LABOUR PRACTICES**

D23.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D23.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D23.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D23.4 Failure to provide the evidence required under D23.3, may be determined to be an event of default in accordance with C14.



- D23.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D23.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D23.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D23.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D24. AUTHORITY TO CARRY ON BUSINESS**

- D24.1 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 Consulting Contract Administrator with evidence thereof upon request.

### **D25. SAFE WORK PLAN**

- D25.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D25.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D26. INSURANCE**

- D26.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D26.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;

- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 5,000,000 per claim and \$ 5,000,000 in the aggregate.
- D26.2.1 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.
- D26.3 The policies required in D26.2(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.
- D26.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D26.2(a) and D26.2(b).
- D26.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D26.2(a) and D26.2(c).
- D26.6 The Consultant shall provide the Consulting Contract Administrator 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 C4.4(a) 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 D26.9.
- D26.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D26.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D26.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D27. COMMENCEMENT**

- D27.1 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.
- D27.2 The Consultant shall not commence any Services until:

- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D24;
  - (ii) the Safe Work Plan specified in D25; and
  - (iii) evidence of the insurance specified in D26.
- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D31.1.

D27.3 The City intends to award this Contract by July 5, 2024.

## **D28. CRITICAL STAGES**

D28.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Completion of preliminary design – phase 1 by October 15, 2024;
- (b) Completion of phase 2 and 3 preliminary design by February 20, 2025;
- (c) Submission of the process changes technical memorandum outlined in D11.2 by November 25, 2024.
- (d) Posting of the material procurement tender as outlined in D13.3 by January 9, 2025.
- (e) Submission of the 60% detailed design tender package outlined in D12.5.2 by February 7, 2025.
- (f) Submission of the 90% detailed design tender package outlined in D12.5.3 by April 14, 2025.
- (g) Posting of the construction tender as outlined in D12.11 by May 25, 2025.
- (h) Substantial performance of the construction contract by March 20, 2028.

## **D29. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D29.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D29.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, 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.
- D29.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D29.4 For any delay related to Supply Chain Disruption 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 D29.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D29.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D29.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## MEASUREMENT AND PAYMENT

### D30. INVOICES

D30.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D30.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D30.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D31. PAYMENT

D31.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## DISPUTE RESOLUTION

### D32. DISPUTE RESOLUTION

D32.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D32.

D32.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D32.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D32.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D32.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D32.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D32.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D32.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D32.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### THIRD PARTY AGREEMENTS

#### D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D33.1 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.
- D33.2 Further to D33.1, in the event that the obligations in D33 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 C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D33.3 For the purposes of D33:
- (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.
- D33.4 Modified Insurance Requirements
- D33.4.1 If not already required under the insurance requirements identified in D26, 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.

D33.4.2 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.

D33.4.3 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.

D33.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D33.5 Indemnification By Consultant

D33.5.1 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.

D33.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D33.5.3 in relation to this Contract or the Work.

#### D33.6 Records Retention and Audits

D33.6.1 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.

D33.6.2 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 D33.6.1 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.

### D33.7 Other Obligations

- D33.7.1 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.
- D33.7.2 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.
- D33.7.3 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.
- D33.7.4 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.
- D33.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D33.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## 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 & PEP Check **and** a Police Information Check as detailed below.

- E1.1.1 The Global Sanctions & PEP 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 & PEP 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 & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP 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 & PEP Check and/or Police Information Check.
    - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
  - (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: [linda.ferens@sterlingcheck.com](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto:managedsupport@sterlingcheck.com)

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

- (a) Sterling BackCheck;
  - (i) See F1.1.1(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 their 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 & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- E1.3 Individuals for whom a Global Sanctions & PEP Check indicates “CLEAR” and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in E1.1.
- E1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate “CLEAR” and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work 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 investigation related to a Global Sanctions & PEP 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 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 Work within City facilities, the Consultant shall supply the Consulting Contract Administrator with a Global Sanctions & PEP 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 Work.
- E1.6 Any Global Sanctions & PEP 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 their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual E1.1 who fails to provide a Global Sanctions & PEP 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 Work as specified in E1.1.

## APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

### DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

#### 1 INTRODUCTION

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

#### 2 ADVISORY SERVICES

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

#### 3 PRELIMINARY DESIGN

- 3.1 Preliminary design services are normally a prelude to the detailed design of a project and include, but are not limited to:
- (a) Preliminary engineering studies;
  - (b) Engineering investigation;
  - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - (d) Operations studies including drainage studies, traffic studies, etc.;
  - (e) Functional planning;
  - (f) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;

- (g) Preparation and submission of a report and appropriate drawings to the City, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of project implementation;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application.

#### **4 DETAILED DESIGN**

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

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

#### **5 CONTRACT ADMINISTRATION SERVICES**

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

##### **NON-RESIDENT SERVICES**

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

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

## RESIDENT SERVICES

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

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

## 6 ADDITIONAL SERVICES

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

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

## APPENDIX B – RELEVANT DOCUMENTS

The documents included in Appendix B are available to the Proponent *after completion and submission of a signed non-disclosure agreement* to the Consulting Contract Administrator specified in D2. A non-disclosure agreement has been included in Appendix C –Non-Disclosure Agreement. Upon receipt of the written request and acceptance of a signed non-disclosure agreement, the documents will be provided.

The following written documents are available electronically in PDF format:

<b>1</b>	<b>Water Treatment Plant Concrete Assessment – Technical Memorandum on Concrete Inspection and Concrete Testing</b>	
	Author: Hatch Ltd.	A report summarizing the detailed inspection and material testing performed at the WTP for the concrete assessment project.
	Published: October 2020	
<b>2</b>	<b>Water Treatment Plant Concrete Assessment – Conceptual Design Report</b>	
	Author: Hatch Ltd.	The conceptual design report for the concrete rehabilitation that contains the development of options, work and phasing plans, and probable construction estimates.
	Published: March 2022	
<b>3</b>	<b>Water Treatment Plant Concrete Assessment – Technical Memorandum on Rehabilitation Mock-Ups</b>	
	Author: Hatch Ltd.	A report outlining the design and installation of the mock-up panels, including a post construction performance inspection after eight (8) months of exposure.
	Published: June 2022	
<b>4</b>	<b>User Requirement Specification – Revision 04 (Excerpt)</b>	
	Author: CH2M Hill Ltd.	An excerpt from the user requirement specifications document that provides high level functionality of the filter operation based upon the process documentation and the P&IDs.
	Published: March 2010	

The following reference record Drawings are available in PDF format:

Project Title & Drawing Type	Year	Tender/Bid Opportunity #	# Drawings	CAD (.dwg) Available?
WTP Concrete Foundation Record Drawings	2009	583-2005	206	Yes
Filter Mechanical/Process Record Drawings	2009	742-2005	28	Yes
Filter Process and Instrumentation Record Drawings	2009	742-2005	14	Yes
Filter Electrical Record Drawings	2009	742-2005	17	Yes

The following reference Shop Drawings are available in PDF format:

Shop Drawing Title	Year	Associated Tender/Bid Opportunity #	CAD (.dwg) Available?
Filter Components	2006	427-2005	No

## **APPENDIX C – NON-DISCLOSURE AGREEMENT**

Refer to *304-2024\_Appendix\_C.pdf* in the bid documents.