



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 787-2011

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
MACLEAN PUMPING STATION MCC REPLACEMENT DETAILED DESIGN AND
CONTRACT ADMINISTRATION**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE MACLEAN PUMPING STATION MCC REPLACEMENT DETAILED DESIGN AND CONTRACT ADMINISTRATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 7, 2011.

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

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

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the MacLean Pumping Station (located at 875 Lagimodiere Blvd) on:

- (a) September 27, 2011 at 9:00 a.m.; or
- (b) September 30, 2011, at 9:00a.m.

B3.1.1 Proponents are required to register for one of the Site Investigations at least 48 hrs prior by contacting the Project Manager identified in D2.

B3.1.2 Proponents registered for the site visit will be subject to a Public Safety Verification search. Registered Proponents must fill out the Public Safety Verification consent form enclosed in Appendix B and e-mail or fax it to the Project Manager identified in D2 at least 48 hrs prior to the tour.

B3.1.3 Proponents are required to bring their own personal protective equipment (PPE) for the site investigation.

B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) 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) Past Performance of Proponent and Subconsultants on recent or ongoing City of Winnipeg Projects (Section E), in accordance with B12;
- (d) Project Understanding and Methodology (Section F) in accordance with B13; and
- (e) Project Schedule (Section G) in accordance with B14.

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, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a **Fixed Fee** for all disciplines identified and necessary for the following Scope of Service phases of the Project:

- (a) Project Management (as defined in Section C5.4.1);
- (b) Detailed Design (as defined in Section C5.4.2).

B9.2 The Proposal shall include a fee schedule calculated on a **Time Basis** for all discipline identified and necessary for the following Scope of Services phases of the Project:

- (a) Contract Administration (as defined in Section C5.4.3).

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services. 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 C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar size and complexity.

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 construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;

- (f) reference information (two current names with telephone numbers 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. All Subconsultants must be declared in this section.

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.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. 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).

B12. PAST PERFORMANCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)

B12.1 Proposal should include a list of three recent or ongoing projects that the Proponent and/or Subconsultant has worked on for the City of Winnipeg. For each project provide the following:

- (a) Name of the project;
- (b) Date of assignment;
- (c) Name of City of Winnipeg Project Manager.

B12.2 Proponents that have not worked with the City before will be evaluated based on the testimonials of the references provided in Section B10.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B13.1 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.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;

- (b) the team's understanding of the constraints that will affect the undertaking of the work;
- (c) the proposed Project construction budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B13.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B14. PROJECT SCHEDULE (SECTION G)

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. QUALIFICATION

B15.1 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 a staffed office in Winnipeg for the duration of the Project.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 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; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, 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.

B21. EVALUATION OF PROPOSALS

B21.1 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 B15: (pass/fail)
- (c) Fees; (Section B) 30%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Past Performance of Proponent and Subconsultants; (Section E) 15%
- (g) Project Understanding and Methodology (Section F) 20%
- (h) Project Schedule. (Section G) 5%

B21.2 Further to B21.1(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.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

- B21.5 Further to B21.1(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.
- B21.6 Further to B21.1(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.
- B21.7 Further to B21.1(f), Past Performance of Proponent and Subconsultants will be evaluated on overall project performance including but not limited to timeliness in submitting deliverables, adherence to schedule, adherence to budget, and quality of work.
- B21.8 Further to B21.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.9 Further to B21.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide complete responses to B7.2(a) to B7.2(e), the score of zero will be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B22.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.6 The City may, at its discretion, award the Contract in phases.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C1.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

- D2.1 The Project Manager is:
Linda McCusker, P.Eng
Email: lmccusker@winnipeg.ca
Telephone No. (204) 986-6669
Facsimile No. (204) 224-0032
- D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. BACKGROUND

- D3.1 The MacLean Pumping Station was built in 1964 and is one of the City of Winnipeg's three regional water pumping stations. These water pumping facilities are critical to the residents of Winnipeg and must continually remain in good working order. The failure of components within the main electrical distribution system at any of the pumping stations has the potential to disrupt the City's residential, commercial, and industrial water supplies.
- D3.2 The MacLean Pumping Station receives power from Manitoba Hydro via a single 4160 V electrical supply. The 4160 V supply is distributed via 5 kV switchgear, which consists of three starters for the three 522 kW (700 HP) motor-driven pumps and two fused disconnects that feed two 4160-600 V transformers (T1 and T2). One transformer, T1, is dedicated to essential services and the other transformer, T2, for non-essential services within the pumping station. There is no provision for powering the Essential MCC from the Non-Essential transformer (T2). T1 is of 1960's vintage and is nearing the end of its service life. The age of T2 is unknown and the nameplate does not list critical parameters of the transformer.
- D3.3 The essential bus is backed up by a pair of 600 V, 100kW natural gas powered standby generators. These generators are designed to provide backup power to critical systems, such as instrument air and ventilation, during a power failure. The critical electrical components, such as the PLCs and pump controls, are powered from a 120 V, 10 kVA Uninterruptible Power Supply (UPS), which in turn is powered by the generator backed up essential bus. The UPS power is required for the control systems in the facility.
- D3.4 Switching of the essential bus between utility power and standby generator power is performed by a 600 V switchgear, which consists of air circuit breakers that are electrically and mechanically interlocked. The 600 V switchgear contains potential and current transformers for metering, as well as control power transformers that provide power to the breaker control circuit. Switching between utility power and generator power on the essential bus is performed automatically, though personnel can manually operate the breakers. The 600 V switchgear is 50 years old and is exhibiting mechanical wear.

- D3.5 An electrical inspection of the MacLean Pumping Station 600V electrical distribution equipment revealed that the bus insulators in the Essential and Non-Essential MCCs are degraded. Replacement of both MCCs is required to ensure reliable operation of the pumping station.

D4. SCOPE OF SERVICES

- D4.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this project. These services are specific to Detailed Design and Contract Administration Services.
- D4.2 Refer to Appendix B for Relevant Documents with regards to the Project.
- D4.3 Provide consulting engineering and contract administration services necessary to facilitate the completion of the following:
- (a) Replacement of the Essential MCC
 - (b) Replacement of the Non-Essential MCC
 - (c) Replacement of the 600 V switchgear with a new automatic transfer switch
 - (d) Reconfiguration of the two dedicated transformers, T1 and T2, to allow both transformers to power the non-essential loads and allows either transformer to power the essential load.
 - (e) Replacement of both dedicated transformers, T1 and T2, to identical 300 kVA transformers
 - (f) Installation of a separate 600V Non-Essential Distribution Panelboard for powering non-motor loads
 - (g) Installation of a power factor correction unit
 - (h) Installation of a power quality meter, capable of high speed transient event recording. This will replace the existing multifunction power meter.
 - (i) Installation of a new 600-120/208V transformer for Lighting Panel B (PNL-B)
 - (j) Decommissioning and removal of the equipment to be replaced. Note that some of the equipment may be retained by the City.

All equipment to be standardized to Square D.

- D4.4 The scope of services shall include but not necessarily limited to:

D4.4.1 Project Management

- (a) Plan, organize, secure and manage resources to bring about the successful completion of specific project goals and objectives.
- (b) Create a Project Management Plan.
 - (i) Submit one (1) hard copy and one (1) electronic PDF copy of the “draft Project Management Plan”.
 - (ii) Upon receipt of City review comments submit eight (8) hard copies and one (1) electronic copy of the “final Project Management Plan”.
- (c) Structure the Project into manageable sub-entities and prepare a Work Breakdown Structure (WBS).
- (d) Develop a Project schedule identifying Project activities, milestones, responsibility, time lines for each and links to other project activities and deliverables.
- (e) Establish protocol for all communication issues throughout the Project including change management.
- (f) Establish appropriate levels of review and approvals for all Project deliverables.
- (g) Guide the Project team in the identification of risks and, where appropriate, contingency plans.

- (h) Ensure Project team members, including the Project Manager, understand the established project methodology and gain commitment from all team members on activities and deliverables identified in the plan.
- (i) Identify to the Project Manager the impact (time, quality, cost) of proposed changes so that the Project Manager may make well-informed decisions whether or not to proceed with the proposed changes.
- (j) Continuously review and assess the status of the actual cost, projected costs to completion, and schedule.
- (k) Submit a monthly project status report outlining project cost, schedule and scope. Monthly report shall include: an updated project schedule, line charts detailing budget, actual cost, and projected costs for tasks defined in the WBS. Monthly status reports shall be limited to a maximum of three (3) pages including charts.
 - (i) Submit one (1) electronic PDF copy of the "Monthly Project Status Report" within three (3) working days of months end.
- (l) Chair regular Project meetings and provide Minutes.
 - (i) Once per month meet in-person with the City's Project Manager to discuss the Monthly Project Status Report and other project management related issues.
- (m) Provide adequate notice (at least one week) prior to any site visit or work/shutdown that will require assistance from City personnel.
- (n) Resolve Project disputes in a timely manner.

D4.4.2 Detailed Design

- (a) Collect and review all available existing information about the site including files, reports, drawings, etc. Detailed design to be based on the March 2011 "MacLean Pumping Station MCC Replacement Preliminary Design" prepared by SNC Lavalin. Alternative designs will be considered but will require approval from the City.
- (b) Where necessary conduct field surveys and investigations to verify existing conditions and to supplement available information.
- (c) Examine site constraints and develop an installation strategy for the new MCCs considering:
 - (i) required shutdowns of pumping station
 - (ii) site access
 - (iii) lead times for delivery of new equipment
 - (iv) seasonal variation in water flows - Installation work should not be performed during peak flows (July – August)
- (d) Perform a short circuit study to ensure all of the electrical equipment is adequately rated.
- (e) Perform a coordination study to ensure selective tripping, in the event of a fault, occurs to the greatest extent possible.
- (f) Perform an arc flash study to evaluate the potential arc flash energy and potential hazards, and install labels on the electrical equipment.
- (g) Identify all permits necessary for construction.
- (h) Develop and submit to the City for review and approval a construction work plan addressing site constraints identified from the existing pre-design, a detailed project schedule, and a commissioning plan.
 - (i) Submission to be made prior to the commencement of the tender preparation phase.
 - (ii) Allow 2 weeks for review of the submission package by City staff.

- (iii) Arrange for a meeting with the City Steering Committee to discuss their comments.
- (i) Specify a complete set of acceptance tests for the Contractor to perform to demonstrate that the completed installation is acceptable. The tests shall be based upon NETA Acceptance Testing specifications.
- (j) Provide a set of test forms for the Contractor to complete as part of the acceptance tests.
- (k) Prepare detailed engineering drawings and tender package including technical specifications and commissioning plan.
- (l) Throughout the tender preparation stage, meet with City Steering Committee to discuss findings, obtain input from City personnel, and discuss design. A minimum of two (2) formal meetings will be required: 1. interim status update, 2. review detailed design drawings and tender package. Additional formal meetings can be accommodated to suit proponents' requirements.
- (m) Submit ten (10) hard copies of the "Draft Detailed Design Drawings" and "Draft Tender Package".
- (n) Upon receipt of City review comments submit ten (10) hard copies and three (3) electronic PDF copies of the "Final Detailed Design Drawings" and "Final Tender Package".
- (o) Submit final version of detailed drawings and tender package to Materials Management for public bidding.
- (p) Prepare a detailed engineer's cost estimate.
- (q) Provide appropriate response to bidders and advice to the City during tender call and issue addenda to the contract documents as necessary.
- (r) Arrange for and attend bidder's site visit(s).
- (s) Submit a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendation for award of Contract.
- (t) Conduct a pre-award meeting with Contractor.
- (u) Submit two (2) hard copies and two (2) electronic PDF copies of the "Detailed Design Notes Package" including detailed engineering calculations, drawings, and criteria employed in the design(s).
- (v) Make application to public agencies (e.g permits) for necessary authorizations, prepare and submit reports and drawings thereto, and appear before the same in support of all applications.

D4.4.3 Contract Administration

- (a) Administer construction contract.
- (b) Conduct a pre-construction meeting.
- (c) Prior to construction prepare and submit a written and photographic record of the physical condition of 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 thereto arising from the project.
- (d) Review and accept shop drawings supplied by the contractor or supplier to ensure the drawings are in conformance with the design drawings, design intent, labelling, and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof.
 - (i) Shop drawings are to be reviewed and accepted prior to the installation of the equipment.
 - (ii) Submit one (1) hardcopy and three (3) electronic PDF copies of all final shop drawings.

- (e) Arrange for, review and report laboratory, field, shop and other tests conducted upon materials and/or equipment placed or installed 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.
- (f) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- (g) Consult and advise City during the course of construction.
- (h) Prepare a detailed protocol for review and approval for each of the station shutdowns. The City shall furnish the consultant with the City of Winnipeg protocol template. An example of a shutdown protocol can be seen in Appendix B.
- (i) Furnish the City with 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 of same by the consultant.
- (j) Arrange and chair regularly held on-site or off-site review meetings, which meetings shall include representatives of the Contractor and the City. Prepare and distribute records of meeting minutes, shop drawing submission log, and change management log.
- (k) Provide full time inspection services when the Contractor is on-site to ensure that the construction carried out in conformance with the drawings and specifications.
- (l) Visit and inspect work at fabrication shops, staging areas, manufacturing facilities as necessary.
- (m) 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 thereto arising from the project.
- (n) Co-ordinate all work by third parties including but not limited to traffic signal installations, hydro, telephone, and gas utility work, railway work, and City personnel. Prepare and submit applications, reports, drawings, and other information as required in support of work by third parties.
- (o) Provide a reference line and elevation to the Contractor and check the Contractor's adherence thereto.
- (p) Prepare, certify and submit progress estimates to the City for payment to the Contractor for construction performed in accordance with the drawings and specifications.
- (q) Ensure that the Contractor completes the specified acceptance test of the equipment.
- (r) Inspect the completed installation to ensure conformance with the design drawings, including labeling and identification. All labels visible without opening covers must be inspected, and representative inspections of wire labels must be performed to ensure conformance with the requirements.
- (s) Witness a representative sample of acceptance tests (~20%) to ensure that the Contractor is completing the acceptance tests appropriately.
- (t) Review the completed acceptance test forms and ensure that the results are consistent with a good installation. Where data is incorrect or missing, coordinate with the Contractor to correct the errors.
- (u) Where acceptance test results indicate an issue, coordinate with the Contractor to resolve the issue.

- (v) Co-ordinate and manage training sessions for City personnel for the operation and maintenance of new facilities and equipment. This includes but not limited to planning and scheduling of training sessions, review of training procedures and training documents prepared by the Contractor.
- (w) Co-ordinate and manage start-up and commissioning of new equipment and facilities. This includes but not limited to modifying the commissioning plan as required, planning and scheduling of commissioning work, co-ordination of City personnel, full time site inspection during commissioning work, review of contractor submissions, and record keeping.
- (x) Perform a detailed inspection of the project with the Contractor and the City prior to commencement of substantial performance and prior to total performance. Provide written appropriate recommendation of acceptance of the constructed or partially constructed project.
- (y) Prepare and submit "as-built" drawings for the project within 1 month of Total Performance.
 - (i) Submit five (5) hard copies of 11 x 17 size "draft as-builts" and one (1) electronic copy of PDF and AutoCAD files.
 - (ii) Upon receipt of City review comments submit five (5) hard copies of 11 x 17 size, one (1) hard copy of 24 x 36 size Mylar and three (3) electronic copies of PDF and AutoCAD files of "final as-builts".
- (z) Operation and Maintenance manuals: review, co-ordinate and manage the submission of Operation and Maintenance manuals prepared by the Contractor to ensure they are complete and meet the specified requirements.
 - (i) Submit four (4) hard copies and one (1) electronic PDF copy of the "draft Operation and Maintenance Manual".
 - (ii) Upon receipt of City review comments submit four (4) hard copies and four (4) searchable smart electronic copies of the "final Operation and Maintenance Manual".
- (aa) Provide inspection services, at the request of the City, during the maintenance guarantee period of the Contract.
- (bb) Provide a detailed inspection of the project with the Contractor and the City prior to the end of the period of Contractor warranty period.

SUBMISSIONS PRIOR TO START OF SERVICES

D5. AUTHORITY TO CARRY ON BUSINESS

- D5.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D6. INSURANCE

- D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D6.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor'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;
 - (v) 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 Services. 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.
 - (b) 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.
- D6.2.1 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.
- D6.3 The policies required in D6.2(a):
- (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.
- D6.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(b).
- D6.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D6.10.
- D6.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D6.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D6.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D6.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any

insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D6.8.

- D6.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

D7. SECURITY CLEARANCE

- D7.1 The Consultant and Subconsultants shall adhere to the City of Winnipeg - Water & Waste Department Security Policies.
- D7.2 Each individual proposed to perform any Work within City facilities including but not limited to:
- (i) the MacLean Pumping Station
- shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year to the Submission Deadline from the police service having jurisdiction at their place of residence. Note that the current processing period to obtain the Certificate from the City of Winnipeg is 3 to 4 weeks.
- D7.3 Prior to the commencement of any Work specified in D7.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D7.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D7.1.
- D7.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for one (1) year from the date on which it was obtained. Upon the expiration of the one (1) year, the individual will be required to update their Criminal Record Search Certificate. Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D7.1.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the insurance specified in D6;
 - (iii) the security clearances specified in D7.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.2.1 Further to D8.2(a)(iii), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.
- D8.3 The City intends to award this Contract by November 7, 2011.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Completion of Detailed Design March, 2012.
 - (b) Completion of Construction October, 2012.