



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 651-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
SOUTH END SEWAGE TREATMENT PLANT (SEWPCC) ULTRAVIOLET (UV)
DISINFECTION FACILITY LEAK INVESTIGATION AND REPAIR**

Note to Proponents: Please be aware of revisions to B18.3

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 SOUTH END SEWAGE TREATMENT PLANT (SEWPCC) ULTRAVIOLET (UV) DISINFECTION FACILITY LEAK INVESTIGATION AND REPAIR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 1, 2018.

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 of the UV disinfection facility area at the South End Sewage Treatment Plant (SEWPCC), located at 100 Ed Spencer Drive, Winnipeg, MB, on the following dates and times:

- (a) July 19, 2018 starting at 1:00 PM; and
- (b) July 20, 2018 starting at 9:00AM

B3.1.1 The same information will be provided at both presentations of the Site Investigation.

- (a) As the Site is currently an active construction site, the first portion of the Site Investigation will be a site safety orientation session (approximate duration of 1.5 hours).
- (b) The second portion of the Site Investigation will be a tour of UV Disinfection Facility work area (i.e. area exterior to the existing pipes and chambers only). This portion of the Site Investigation will have an approximate duration of one (1) hour.
- (c) As outlined D5.3, those Proponents who provide a signed Non-Disclosure Agreement at the time of the Site Investigation meeting will be provided with the relevant and confidential documents and videos available on Digital Video Disc (DVD).

B3.1.2 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2 before July 18, 2018 at 4:00PM.

B3.1.3 Proponents are requested to meet at the reception area of the SEWPCC.

B3.1.4 Proponents attending the Site Investigation outlined B3.1 are required to provide their own Personal Protective Equipment; at a minimum hard hat, CSA approved safety footwear, and safety glasses.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 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, 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 Request for Proposal 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 Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 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 Proponent is responsible for ensuring that he/she 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 Proponent 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) 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) 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 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 team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(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 12 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: 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 Proponent shall utilize and submit Form B: Fees, making all required entries to summarize their Fee proposal for the proposed Services. The Proponent shall be responsible to verify and ensure the correctness of the associated submittals.

B9.1.1 Notwithstanding C1.1(b), overhead costs or disbursements typically referred to as Type 1 disbursements or general expenses shall be included in the Hourly Rates.

B9.2 The Proposal shall include a Fixed Fee for all disciplines and for the following phases identified in D7 Scope of Services and as listed in Form B: Fees:

- (a) Project Management,
- (b) Preliminary Design Services, and
- (c) Detailed Design Services

B9.2.1 In addition to the Form B: Fees, proposals shall **also** include detailed description of the Fixed Fees for all disciplines according to the Scope of Services. Details shall include as a minimum:

- (i) the work activities and deliverables of the proposed Services;
- (ii) the respective number of hours per work activity per task per each proposed individual;
- (iii) name and role of proposed individuals;
- (iv) the respective engineering discipline or management function as applicable;
- (v) the associated disbursements; and

- (vi) information relating to points (i) to (v) above shall be presented in a matrix form that allows easy understanding of their connections, and the associated Form B: Fees summaries shall be issued from a direct traceable compilation of the matrix input.

B9.3 The Proposal shall include a Time Based Fee schedule calculated on a time basis for all disciplines and for the following phases identified in D7 Scope of Services and as listed in Form B: Fees:

- (a) Contract Administration Services
- (b) Post Construction Services

B9.3.1 General Requirements for Time Based Fee Services:

- (a) An estimated minimum number of hours is indicated in the RFP for each time-based line item in Form B to guide the Proponent in developing their fee proposal.
- (b) The estimated minimum number of hours indicated for each line item is based upon the Proponent utilizing experienced personnel who are familiar with the City's requirements and procedures performing the work. Additional hours may be required for less experienced personnel; fewer hours may be required for more experienced personnel.
- (c) Where the proposed number of hours deviates significantly from the estimated minimum number of hours indicated in the RFP, the Consultant should provide a detailed explanation of the fees and how the scope of work will be accomplished.
- (d) The fees proposed by the Proponent in Form B shall constitute an upset limit. Ensure the hours proposed are sufficient to complete the specified work.

B9.3.2 Form B – Main Fee Schedule – Line 4 – Contract Administration Services

- (a) Indicate the proposed hours and fees for Contract Administration Services as per D7.5, with resources allocated as per below:
 - (i) Project manager: 5% minimum
 - (ii) Intermediate and Senior engineers: 65% minimum
 - (iii) Administrative: 10% maximum
 - (iv) Other engineering / technical resources may be allocated for the remainder.
- (b) The estimated minimum number of hours to complete this work is 400 hours.

B9.3.3 Form B – Main Fee Schedule – Line 5 – Post Construction Services

- (a) Indicate the proposed hours and fees for Post Construction Services as per D7.6, with resources allocated as per below:
 - (i) Project manager: 5% minimum
 - (ii) Senior engineers: 15% minimum
 - (iii) Administrative: 10% maximum
 - (iv) Other engineering / technical resources may be allocated for the remainder.
- (b) The estimated minimum number of hours to complete this work is 50 hours.

B9.3.4 In addition to the Form B: Fees, proposals shall also include detailed description of the Time Based Fees for all disciplines according to the Scope of Services. Details shall include as a minimum:

- (i) the work activities of the proposed Services;
- (ii) the respective number of hours per work activity per task per each proposed individual;
- (iii) name and role of proposed individuals;
- (iv) the respective engineering discipline or management function as applicable;
- (v) the applicable hourly rates;
- (vi) the associated disbursements; and

- (vii) information relating to points (i) to (vi) above shall be presented in a Matrix form that allows easy understanding of their connections, and the associated Form B: Fees summaries shall be issued from a direct traceable compilation of the Matrix input.

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

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

B9.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.6.1 Further to B9.6, an allowable disbursement of \$55,000 for the cost of any associated sampling, materials testing, drilling, hazardous materials investigation, or any other required tasks related to the uncertainties and critical time constraints associated with this project has been included on Form B: Fees and Form P: Person Hours as the City's estimate of costs for these disbursements. These are to be included in the calculation of total fees proposed by the Proponent.

B9.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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 three 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 cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design 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.

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 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Design Lead Structural; and
 - (c) Lead Contract Administration
- B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualifications for each role separately.
- B11.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.
- B11.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, 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 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.
- B11.5 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) Project Name and Owner
 - (b) Description of project;
 - (c) Role of the person; and
 - (d) Reference information (two current names with email addresses and telephone numbers per project).
 - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) References may be utilized to confirm the information provided in the proposal.
 - (iii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.
- B11.5.1 If more than two (2) projects are submitted for B11.5, only the first two (2) referenced projects will be evaluated.
- B11.5.2 If a key person is assigned to multiple positions, a separate description is still required for each Key Personnel position. The comparable projects may be different for each position.
- B11.6 For each Key Personnel identified in B11.2, provide a detailed breakdown of hours proposed in the detailed fee breakdown as requested in B9.2.1 and B9.3.1.

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.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the Scope of Services and the broad functional and technical requirements;
- (b) the deliverables and the associated task requirements of the Project;
- (c) the work activities and clearly identify all significant assumptions and interpretations;
- (d) the proposed techniques to ensure quality and consistency, and elimination of subjectivity or bias from any condition assessments;
- (e) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
- (f) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
- (g) any potential risks, along with their implications and possible mitigation measures, that could be encountered during inspections and refurbishment works;
- (h) any initiative and innovation to be used to perform the Services; and
- (i) the City's Project methodology with respect to the information provided within this RFP; and
- (j) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

B12.7 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 D7.

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 (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13.3 Unless otherwise indicated, the review period for City deliverables should be a minimum of fourteen (14) Calendar Days and commensurate to the number of pages and complexity of the document.

B13.4 The Proponent should develop the most effectual schedule attainable using their expertise and experience to meet the requirements of the City. In circumstance that the Proponent's schedule contrasts with any milestone list in D12 Critical Stages, the Proponent should provide detailed commentary on their justification.

B14. ELIGIBILITY

B14.1 As a result of their involvement in the Winnipeg Sewage Treatment Program (WSTP) in relation to this Project, Veolia Water North America (VWNA) Winnipeg Inc. (Veolia) or their affiliates are not eligible to be a Proponent, participate as Team Members of a Proponent, or act as advisors to a Proponent or to any of its Team Members or to otherwise participate in the development and preparation of Proposals for the Project:

B14.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for Professional Consulting Services for South End Sewage Treatment Plant (SEWPCC) Ultraviolet (UV) Disinfection Facility Investigation and Repair (RFP No. 651-2018).

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. 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.

B15.2 The Persons are:

- (a) CH2M Hill Canada Ltd.
- (b) Dominion Divers (2003) Ltd.

B15.3 Additional Material:

- (a) Various UV Disinfection Facility leak investigation reports, memorandums, and correspondence dated between May 2015 and May 2018 (as outlined in Appendix B).
- (b) Three (3) videos for UV Disinfection Facility dye test inspections (as outlined in Appendix B).

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

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

B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 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.

B17.2 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>

B17.3 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.

B17.4 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.

B17.5 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.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B18.3 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).

B18.3.1 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.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B19.2 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 Work until a Contract for the Work has been duly executed and the performance security furnished 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.

B20. WITHDRAWAL OF OFFERS

B20.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B20.1.1 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.

B20.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B20.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B19.2 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.

B21. INTERVIEWS

B21.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

B22.1 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.

B22.2 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.

B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 15%

- B23.2 Proponents are cautioned that a Proponent which fails to meet the 50% minimum threshold applicable to any of the evaluation criteria may, as a result, in the City's sole discretion, be prevented from becoming the successful Proponent.
- B23.3 Further to B23.1(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.
- B23.4 Further to B23.1(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.
- B23.5 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B23.6 Further to B23.1(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.
- B23.7 Further to B23.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11
- B23.8 Further to B23.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B23.9 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B23.10 Notwithstanding B23.1(d) to B23.1(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.
- B23.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 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.

- B24.4 The City may, at its discretion, award the Contract in phases.
- B24.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B24.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B24.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B24.7 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.
- B24.8 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the 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:

Brian Station, P. Eng.

Telephone No. 204 986-7642

Email Address: bstation@winnipeg.ca

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

D2.3 Proposal Submissions must be submitted to the address in B7.10.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**AACE**" means AACE International (formerly the Association for the Advancement of Cost Engineering);
- (b) "**BO 976-2016**" means: Bid Opportunity for the South End Sewage Treatment Plant (SEWPCC) Upgrading / Expansion Project - Contract 4 – Site wide Mechanical, Electrical, Concrete and Site Works
- (c) "**Commissioning**" means a process by which equipment, a facility or a plant is tested to verify if it functions according to design and functional requirements;
- (d) "**Contractor**" means the successful proponent from the Bid-Op resulting from this work
- (e) "**CSMP**" means Consultant Services Management Plan;
- (f) "**EGM**" means Engineers Geoscientists Manitoba;
- (g) "**Native format**" means the original format from which a deliverable was generated (i.e. MS Word, MS Excel, AutoCAD, etc.);
- (h) "**P&ID**" means Process and Instrumentation Diagram;
- (i) "**Professional Engineer**" means an engineer registered in the Province of Manitoba;
- (j) "**Program Team**" means the team consisting of both City of Winnipeg and Veolia personnel;
- (k) "**SEWPCC**" means South End Sewage Treatment Plant;
- (l) "**UV**" means Ultraviolet;
- (m) "**WSTP**" means Winnipeg Sewage Treatment Program; and
- (n) "**WWD**" means Water and Waste Department

D4. BACKGROUND

D4.1 Through current contracts under the South End Sewage Treatment Plant (SEWPCC) Upgrading and Expansion project, construction works around the existing effluent carrying structures adjacent to the UV disinfection building revealed that one or more structures were leaking. The

leaks were significant and impacted the project construction works. The SEWPCC upgrading / expansion project undertook a series of investigations to find the source of the leaks and has implemented temporary fixes to manage the leaks to a point that construction can continue.

- D4.2 The structures are a critical part of the operation of the SEWPCC treatment facility and are in constant use. Affecting permanent repairs are difficult with the structure in service. An opportunity to for a permanent repair has been afforded by the SEWPCC Upgrade and Expansion project as a result of the construction schedule for that project requiring the structure to be removed from service, currently scheduled for 2020 (date subject to change).
- D4.3 This RFP is for services to design and implement a permanent repair which is required to be planned for execution during the proposed window created by the SEWPCC Upgrade and Expansion Project.
- D4.4 The work will: review the information collected during the investigations and temporary repair works completed to date; define the most likely extent of leak(s); develop a plan for a permanent repair solution; procure and administer the construction services required to implement the permanent solution; provide engineering support during the construction period.

D5. RELEVANT DOCUMENTS

- D5.1 A list of relevant existing record drawings is attached as Appendix A.
- D5.2 Drawings, specifications, plans, and other related information for the SEWPCC Upgrading/Expansion project can be viewed and copied from the Materials Management website link for City of Winnipeg Bid Opportunity (BO) 976-2016 South End Sewage Treatment Plant (SEWPCC) Upgrading / Expansion Project - Contract 4 – Sitewide Mechanical, Electrical, Concrete and Site Works at http://www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=976-2016&YEAR=2016
- D5.3 Other relevant and confidential documents and videos are available on Digital Video Disc (DVD) by request to the Department's Project Manager. Reference Appendix B for a listing of the available confidential information.
- (a) In order to be provided with the DVD, the Proponent will be required to sign a Non-Disclosure Agreement prior to receiving the confidential documents and videos. Reference Appendix U for the sample Non-Disclosure Agreement.
- (b) The DVD will be available from the Project Manager either directly at one of the Site Investigation meetings outlined in B3.1 and by providing the Project Manager with a signed Proponent Non-Disclosure Agreement or by contacting the Project Manager listed in D2 to make arrangements for in person pickup with a signed Proponent Non-Disclosure Agreement.

D6. GENERAL REQUIREMENTS

- D6.1 General Requirements of the Consultant
- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
- (b) Final design documents irrespective of the level of design shall have an engineer's seal.
- (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.

- (d) Repair works will be made in a Confined Space and will require inspection by the Consultant at various times during the work. The Consultant must provide resources with required skills and training to work safely in Confined Spaces.
 - (i) Confined Entry procedures for the inspection approved by Workplace Health and Safety must be followed.
 - (ii) The Consultant shall supply their own confined entry equipment appropriate for the safe method of work.
 - (iii) The Consultant shall obtain their own safety training for this equipment and complete fitting of their facemasks by a licensed technician.

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

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

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

- D6.1.5 As sewage treatment is a continuous operation twenty four hours a day, seven days a week, the Consultant shall maintain close coordination between the Project and WWD engineering staff and plant operations staff so that process disruptions are minimized.

- D6.1.6 The Consultant shall maintain close coordination with BO 976-2016 Project Team to minimize conflict with the General Contractor who will be working on the last major contract for the SEWPCC Upgrading / Expansion (i.e. Contract 4 under City of Winnipeg Bid Opportunity No. 976-2016). The General Contractor for Contract 4 has mobilized on site. The Consultant will take account of any constraints and safety requirements from BO 976-2016 in the design.

- D6.1.7 The Consultant shall comply with the following:
 - (a) WSTP Design Standards including but not limited to:
 - (i) WSTP Architectural Design Guideline (Appendix C),
 - (ii) WSTP Building Mechanical Design Guideline (Appendix D),
 - (iii) WSTP Structural Design Guideline (Appendix E),
 - (iv) WSTP Civil Design Guideline (Appendix F), and
 - (v) WSTP Process Mechanical Design Guideline (Appendix G);
 - (b) Water and Waste Department (WWD) Identification Standard (Appendix H) – the Consultant shall request clarification from the Project Manager should undefined identification requirements be encountered;
 - (c) WSTP Project Document Numbering Standard (Appendix I);
 - (d) WWD Wastewater Historical Data Retention Standard (Appendix J);
 - (e) WSTP CHAIR Procedure (Appendix K);
 - (f) WSTP Contract Administration Manual (Appendix L);
 - (g) City Templates (Appendix M).

- D6.1.8 The Project Manager shall be notified of any conflict between the documents listed under D6.1.7 for resolution.

- D6.1.9 The Consultant and their Subconsultants, and contractors shall be aware of their obligation as stated in the Water and Waste Department Wastewater Services Division Environmental Preservation and Compliance Statement / Environmental Management Policy attached as Appendix N.

- D6.1.10 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.
- D6.2 General Requirements for Project Deliverables
- D6.2.1 Project deliverables include but are not limited to:
- (a) Preliminary Design Report (PDR), recommending methods of repair.
 - (b) Detailed Design Report (DDR), which will define how the recommended method of repair will be executed and providing details of contingency plans for foreseeable risks.
 - (c) Preparation, tendering and contract administration of a separate Bid Opportunity to procure Construction Services for the required permanent repair work defined under the Preliminary Design phase of this Project.
- D6.2.2 The submittal format for Project deliverables is outlined in WSTP Project Documentation Requirements (Document Number CD-CP-TO-05) attached as Appendix O.
- D6.2.3 All Project Deliverables are to be delivered with a document lifecycle approach.
- D6.2.4 Where possible, all documents provided as PDF shall be in a single electronic file and searchable.
- D6.2.5 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of ten (10) business days. The Consultant will show City document review periods in their schedule.
- D6.2.6 All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- D6.2.7 The deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the Department's Project Manager.
- D6.2.8 These documents shall be written as a standalone documents and submitted separately for review. All City review comments shall be incorporated into the final version of the respective documents.
- D6.3 General Requirements for Drawings
- D6.3.1 The drawings shall not be prepared using the City's GeoMedia or 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 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.3.5 All drawings shall be submitted in AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.
- D6.4 General Requirements for Cost Estimates
- D6.4.1 Complete cost estimates as listed in D7 Scope of Services.
- (a) Submit all cost estimates using the Basis of Estimate form found in Appendix P.
- D6.5 General Requirements for Photographs
- D6.5.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

- (a) Date photograph was taken.
- (b) Location and orientation where the photograph was taken.
- (c) A brief description of what is depicted by the photograph.

D6.6 General Requirements for Meetings

D6.6.1 Schedule and chair Project meetings as listed in D7.2.3.

- (a) The Consultant shall prepare an agenda for all Project meetings with a copy to be sent to the City Project Manager at least two (2) business days prior to the meeting.
- (b) The Consultant shall record minutes in all meetings in which they attend. Minutes to be forwarded to all present within five (5) Business Days of the meeting.

D6.6.2 All in-person Project related meetings will be held at the SEWPCC as far as possible to facilitate input or feedback from SEWPCC plant staff. Alternative meeting locations shall include WWD's main office located at 1199 Pacific Avenue (Winnipeg, Manitoba), the Consultant's office located in Winnipeg, or any alternative site agreed upon by the City and the Consultant.

D7. SCOPE OF SERVICES

D7.1 The Services required under this Contract shall consist of Professional Consulting Engineering Services required for the design, construction, and turnover of the Project in accordance with the following:

- (a) Project Management;
- (b) Preliminary Design Services;
- (c) Detailed Design Services;
- (d) Contract Administration Services
- (e) Post Construction Services

- (a) The Scope of Services outlined in D7 provides a brief description of the Services and is only to be considered a guideline for Proposal preparation. The Consultant is encouraged to use their initiative when developing their Proposal to refine the Scope of Services activities and propose additional or alternative activities which they consider appropriate or beneficial to the Project.

D7.1.1 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" (Appendix Q) shall be applicable to the provision of Professional Engineering services for this Project.

D7.2 Project Management

D7.2.1 Upon award of the Contract, the Consultant shall begin to prepare a comprehensive Consultant Services Management Plan (CSMP) detailing the process that will be applied during the provision of the Project Services. The Proponent shall allow for a minimum of twenty (25) hours to complete the CSMP. Requirements are outlined in WSTP Consultant Services Management Plan Minimum Requirements (Document Number CD-CP-PL-01) attached as Appendix R. WSTP Sample Consultant Services Management Plan (Document Number PG-PM-TO-08) is attached as Appendix S. Requirements of this document form a part of this Scope of Services. This RFP document shall override the CSMP document requirements where indicated. For this assignment the following sections of the CSMP shall be modified as follows;

- (a) Section 1.1: The initial Consultant Services Management Plan shall be submitted from the Consultant to the City for approval within four (4) weeks of the award of the Contract.
- (b) Section 2.2.1: The Consultant shall provide a list of expected risks and mitigations as part of their proposal. The Consultant shall lead a baseline Risk workshop during the

Project Definition phase and complete a Risk Register in the City format. The Consultant will update the Risk Register prior to the following milestones as a minimum:

- (i) Detailed Design Report
 - (ii) Prior to construction
- (c) Section 2.2.4: The Document Management System (DMS) will not be required for this assignment.
- (d) Section 2.3.2:
- (i) Submissions shall be made to the Project Manager at stages referred to in D7 Scope of Services.
 - (ii) Documents to be presented or reviewed in a meeting or workshop shall be issued a minimum of five (5) Business Days prior to the presentation.
 - (iii) For any document, the City requires a minimum of ten (10) Business Days for review or approval, unless otherwise noted in the RFP.
- (e) Section 2.3.6: Earned Value Analysis reporting and Estimate at Completion forecasting are not applicable to this project.
- (f) Section 3.1.3: HAZOP will not be required for this assignment.
- (g) Section 3.1.3: CHAIR "3" workshop will not be required for this assignment. CHAIR 1 and 2 will be required to plan for safe construction.
- (h) Value Engineering workshops are not required.

D7.2.2 The window for construction is dependent on the schedule of BO 976-2016. The asset is currently planned to be removed from service in during 2020, however this is not finalized and is subject to change. To manage schedule uncertainty the Consultant will advance this project to Bid-Op award in anticipation that the outage window is brought forward.

D7.2.3 Meetings

- (a) Attend meetings with the Department's Project Manager, the Program Team, and/or other City staff at the following stages:
- (i) pre-commencement: schedule and chair a Project kick-off meeting with the Program Team after award of the Project to review the CSMP, scope of work and Project team.
 - (ii) workshop with WWD staff to identify operational constraints, and potential construction issues/concerns.
 - (iii) lead risk review workshops with the Program Team with minimum frequency as stated in D7.2.1.
 - (iv) upon completion of the draft Preliminary Design Report (with Program Team)
 - (v) upon completion of the final Preliminary Design Report (if necessary; with Program Team)
 - (vi) upon completion of draft the Detailed Design Report (with Program Team)
 - (vii) upon completion of the final Detailed Design Report (if necessary; with Program Team)
 - (viii) upon completion of the draft Bid Opportunity documents (with Program Team)
 - (ix) upon completion of the final Bid Opportunity documents (if necessary; with Program Team)
 - (x) prior to construction (with Program Team, the Contractor and the and General Contractor from BO 976-2016
 - (xi) Upon completion of the D7.5.4(d) Pre Repair Inspection (with Program Team and the Contractor)
 - (xii) construction progress meetings (with Program Team and the Contractor) as required through the construction period.

- (xiii) Upon completion of the D7.5.4(e) Post Repair Inspection (with Program Team and the Contractor)
- (xiv) meetings to confirm and certify Substantial Performance, Total Performance / warranty period commencement, and Final Acceptance / end of warranty period (with Project Manager and the Contractor)
- (b) Additional meetings between the Consultant, the Department's Project Manager and/or the Program Team may be required in the event of outstanding issues or disagreements between the Consultant and the City regarding any Project Deliverables.

D7.3 Preliminary Design Services

- D7.3.1 Review previous reports, correspondence and drawings relating to the leak.
- D7.3.2 The structure cannot be easily accessed for physical inspection as it is in continuous operation. The Consultant will assess available information and make recommendations to address significant knowledge gaps that create high risk to success of the repair during the planned outage.
- D7.3.3 Review relevant tender documents for BO 976-2016 including but not limited to the following:
 - (a) Appendix A – List of Relevant Existing Record Drawings
 - (b) BO 976-2016, Appendix AA Detailed Design Project Commissioning Plan.
http://winnipeg.ca/finance/findata/matmgt/documents//2016/976-2016//976-2016/976-2016_Appendices_AA_to_Z.zip
- D7.3.4 The Consultant shall meet with the Program Team and identify their general strategy for completing the project.
- D7.3.5 The Consultant shall gather all necessary relevant data, drawings, and reports and perform any site investigations necessary to do the Work.
- D7.3.6 The Consultant shall define the structures within the scope on a drawing, or set of drawings as necessary.
- D7.3.7 Risk Management - Preliminary Design
 - (a) The Consultant shall meet with the Program Team to review and update the Project risk register prior to completion of the Preliminary Design Services and finalization of the preliminary design report (PDR) (estimated duration of approximately three (3) hours).
 - (b) The Consultant shall consider any constraints relating to the scope of work during the risk workshop.
 - (c) The Consultant shall summarize the information from the initial risk review workshop into WSTP Risk Register (Document Number PG-RM-TO-01) attached as Appendix T).
- D7.3.8 Repair Planning
 - (a) The structures are normally continually in operation and opportunities to physically access these assets are rare. It is known that the structure leaks, some leaks have been narrowed down however it is likely that there are other leak points that are not discovered. Time to access to the structures will be constrained by the SEWPCC Upgrade and Expansion Project commissioning strategy. The approach to planning will be to prioritize what is known and the most likely unknown's and be prepared to act on other possible failure points at short notice.
 - (b) Provide a list of all likely failure mechanisms that could result in leaks.
 - (c) From background information, confirm faults that are known and provide recommendations on permanent repairs.
 - (d) Plan to repair faults that are not confirmed but have a good likelihood of being present and provide recommendations on permanent repairs.

- (e) Prepare contingency plans for faults that are unlikely but are possible in this system with a realistic plan to address these when they are discovered during the construction.
- (f) Consider and, where necessary, plan for preparatory work or purchasing for items where the lead time is likely to impact completion of repairs within the time constraints.
- (g) Consider and plan for any necessary dewatering of the structure during the planned outage required for a successful repair.
- (h) Consider how the success of any repair will be verified and make appropriate recommendations.
- (i) Assess the risk, likelihood and impact, of "voids" that may have been created beneath or around the structure due to the prolonged leakage. Perform any necessary structural calculations to assess the risk. Make recommendations, if required, to address the risks.

D7.3.9 Cost Estimate

- (a) Provide a cost estimate for the repairs. Itemize costs for known, possible repairs and contingency plans separately. Outline any additional anticipated costs associated with the work such as mobilization, disbursements, etc..
- (b) The PDR cost estimate will be to an accuracy level consistent with AACE Class 3 (-20% to +30%). The estimate shall be broken down into logical construction phases.

D7.3.10 Schedule

- (a) Provide a preliminary level critical path schedule from Detailed Design to Total Completion.
 - (i) The level of detail shall be such that it clearly conveys the significant activities related to the various Project components with their inter-dependencies.
 - (ii) The breakdown of the work shall be into logical phases to accommodate sewage treatment plant operations.
 - (iii) The schedule shall be configured suitable for use by Microsoft® Office Project 2010.
- (b) Indicate deliverables and milestones.
- (c) Indicate sequence of construction, process shutdown schedules, including magnitude and duration, and Manitoba Conservation notification requirements, if applicable.
- (d) Identify site constraints and develop installation strategies considering:
 - (i) Lead time for delivery of equipment,
 - (ii) Site access, and
- (e) Evaluation of overall impact on plant operations throughout construction

D7.3.11 Preliminary Design Report

- (a) The Consultant shall prepare a Preliminary Design Report (PDR) which documents the planning for repairs, schedule and costs
- (b) The PDR will include, but not limited to:
 - (i) Background Information
 - (ii) Summary of condition and design information reviewed
 - (iii) The Consultant's professional opinion on likely scenarios for leaks
 - (iv) Recommendations for permanent repair methodologies
 - (v) List of Specifications and Drawings to be created in Detailed Design (as required)
 - (vi) Schedule
 - (vii) Cost Estimates

- (c) The Consultant shall submit a draft copy of the PDR to the Project Manager two (2) weeks prior to a Preliminary Design review meeting scheduled by the Project Manager.
- (d) The Consultant shall present and discuss their recommendations with the Program Team at the Preliminary Design review meeting. The Program team will provide feedback on the PDR and direction to the Consultant regarding the options to take forward to Detailed Design.
- (e) Upon receipt of the Program Team's comments per the timelines outlined in the CSMP, the Consultant shall incorporate the Program Team's feedback and direction and submit the Final PDR within three (3) weeks.

D7.4 Detailed Design Services

D7.4.1 General Requirements

- (a) Provide a comprehensive set of detailed design documents and tender services to allow the City to engage a contractor to execute the repairs. The development of the Detailed Design shall be based upon the final Preliminary Design Report and recommendations.
- (b) The Detailed Design shall address technical, operational and safety issues and all current and applicable code requirements.
- (c) The Detailed Design shall include all requirements including but not limited to: site development, civil, structural, architectural, de-watering, process and temporary facilities.
- (d) Where necessary, conduct field investigations to verify existing conditions and to supplement available information.
- (e) Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
- (f) Identify all permits necessary for construction.
- (g) Provide any other information applicable to the design.
- (h) Unless otherwise stated, the indicated deliverables and any other deliverables which, in the opinion of the Project Manager are typical of a Detailed Tender Package, shall be prepared by the Consultant. Delegation of deliverables to the contractor will not be accepted.
- (i) Ensure WSTP guidelines and standards as well as WWD guidelines and standards are incorporated into the Detailed Design as outlined in Appendices C to J.

D7.4.2 Deliverables from the Detailed Design Phase shall include, but not be limited to:

- (a) Detailed Design Report;
- (b) Detailed Tender Package;
- (c) Class 1 Cost Estimate; and
- (d) Detailed Design Notes and Calculations Package.

D7.4.3 Risk Management – Detailed Design

- (a) The Consultant shall lead a Risk Workshop (estimated duration of approximately three (3) hours). The purpose of this workshop is to identify risks and appropriate responses that can be addressed through detailed design and tendering.
- (b) The Consultant shall update the project risk register following the workshop. The risk register is a live document and the Consultant will document and communicate other relevant risks outside of the workshop as required.

D7.4.4 Progress Meetings

- (a) Throughout the Detailed Design phase, meet with City Steering Committee monthly to discuss progress, findings, obtain input from City personnel, and discuss design options.
- (b) These meetings shall be shown in the Consultant's Project schedule.
- (c) Additional formal meetings can be accommodated to suit the Consultant's requirements, and should be shown in the Consultant's Project schedule.

D7.4.5 Civil / Site

- (a) Provide a comprehensive civil / site detailed design package, including but not limited to:
 - (i) Site plan drawings.
 - (ii) Drawings to direct repairs.

D7.4.6 Temporary Construction Requirements (if required)

- (a) Provide a comprehensive temporary construction requirement detailed design package, including but not limited to:
 - (i) Temporary construction work drawings.
 - (ii) Temporary dewatering arrangements.
 - (iii) Phasing drawings.
 - (iv) Temporary construction supports.

D7.4.7 Structural (if required)

- (a) Provide a comprehensive structural detailed design package, including but not limited to:
 - (i) Legend and general notes drawing(s).
 - (ii) Plan drawings.
 - (iii) Section and detail drawings.
 - (iv) Concrete reinforcing drawings.
 - (v) Detail drawings showing hatches, guardrails, and other structural steel.
- (b) Provide structural design calculations and notes.

D7.4.8 Specifications

- (a) Provide a comprehensive specification package for all disciplines and the entire scope of work in NMS specification format. Ensure that the following are included:
 - (i) All submittal requirements.
 - (ii) All quality assurance requirements.
 - (iii) All repair techniques recommended from the PDR and how their success could be validated.

D7.4.9 Construction Drawings

- (a) Consultant shall follow WWD construction drawing standards. These standard are available on the "Guides and Manuals" page at the City of Winnipeg, Water and Waste Department, Department Information website at <http://www.winnipeg.ca/waterandwaste/dept/manual.stm#wastewater>, specifically:
 - (i) Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards at http://www.winnipeg.ca/waterandwaste/dept/cad_gis.stm, and
 - (ii) "Manual for the production of construction drawings" at <http://www.winnipeg.ca/waterandwaste/pdfs/dept/constructionManual.pdf>

D7.4.10 Construction Plan

- (a) Provide a construction plan that details the proposed construction sequence, schedule, and mitigation of site constraints. The plan shall clearly demonstrate how the work will be implemented within the planned outage window and provide

information sufficient for coordination with BO 976-2016. The plan shall be suitable for both City and contractor use.

- (i) The construction schedule for the repair works shall account for known plant operational constraints as well as coordination with the latest revision of the construction schedule for BO 976-2016.

D7.4.11 Repair Validation Plan

- (a) Prepare a Plan to detail the processes required to validate success of all repairs including validation processes, roles and responsibilities, specifications and objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the Project.
 - (i) Note that the plan should show detailed planning, lists, and schedules, not merely a high level description of 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 any pre-construction requirements.
- (b) Ensure integration of contractor requirements for validation of work into the Detailed Tender Package.

D7.4.12 Class 1 Cost Estimate

- (a) Provide a construction cost estimate consistent with AACE Class 1 (-5%, +10%) for the construction costs of the proposed work.
- (b) The cost estimate shall be provided a minimum of two (2) weeks prior to tender.

D7.4.13 Detailed Design Report

- (a) The Consultant shall prepare a Detailed Design Report (DDR) which documents the design, schedule and costs
- (b) The DDR will include, but not be limited to:
 - (i) Background Information
 - (ii) Design details
 - (iii) Other sections as required
 - (iv) Schedule
 - (v) Cost Estimates
- (c) The Consultant shall submit a draft copy of the DDR to the Project Manager two (2) weeks prior to a Detailed Design review meeting scheduled by the Project Manager.
- (d) The Consultant shall present and discuss their recommendations with the Program Team at the Detailed Design review meeting. The Program team will provide feedback on the DDR and direction to the Consultant to take forward to create a Bid-Op for construction.
- (e) Upon receipt of the Program Team's comments per the timelines outlined in the CSMP, the Consultant shall incorporate the Program Team's feedback and direction and submit the Final DDR within three (3) weeks.

D7.4.14 Detailed Design Notes and Calculations Package

- (a) Prepare and submit a detailed design notes package including items such as structural, or other, design calculations related to the work and detailed engineering calculations, drawings and criteria employed in the design(s).
 - (i) Submit package as outlined in Appendix O Project Documentation Requirements.
 - (ii) Provide Draft Detailed Design Notes and Calculations Package together with the Draft Detailed Tender Package to allow for review in parallel.

D7.4.15 Bid Opportunity

- (a) Provide a Bid Opportunity document for the tender package, utilize the appropriate City template from Materials Management, identify and comply with all Materials Management policies and requirements, and consult with the City of Winnipeg's Insurance Branch for review of the insurance requirements.
- (b) To ensure full outage period is available for construction, it is important that the successful Construction Contractor is ready to start on site as soon as the structure is taken out of service and available. It is preferred that the construction Contractor is selected and has a tender awarded before the structure is taken out of service, without a specific date for start of construction. The Consultant will consider the risks associated with this procurement strategy and include appropriate clauses in the Bid-Op to manage the City risk, including but not limited to notice period for start of construction.

D7.4.16 Detailed Tender Package

- (a) The Detailed Tender Package shall include:
 - (i) Drawings from all disciplines;
 - (ii) Specifications;
 - (iii) Bid Opportunity document;
 - (iv) Construction Plan;
 - (v) Repair validation Plan
 - (vi) Applicable reference drawings of the existing site; and
 - (vii) Any other applicable information required by the contractor.
- (b) Submit package as outlined in Appendix O Project Documentation Requirements.
 - (i) Intermediate review (60%) of the Detailed Tender Package is not required on a formal basis, however, the Consultant is encouraged to submit for review at an earlier stage for any individual components that may be of interest to the City or where City direction is required. Coordinate with the Project Manager as required.
- (c) The Consultant should allow for a four (4) week review period for the City to provide comments. This should be accounted for and shown in the proposal.
- (d) Upon receipt and implementation of the City's review comments, submit the Final Detailed Tender Package outlined in Appendix O Project Documentation Requirements.
- (e) Prepare detailed construction sequencing that addresses site constraints identified in D7.3.10(d).
- (f) The structure will be shut down and isolated under BO 976-2016. The Consultant will consider the need for dewatering the structure and provide a detailed dewatering plan (if required).
- (g) Attend a Detailed Design review meeting with the City and incorporate changes arising from that meeting.

D7.4.17 Tender Services

- (a) After approval by the Project Manager, submit the Detailed Tender Package to Materials Management for public bidding.
 - (i) All tender packages shall be prepared and posted in accordance with the City of Winnipeg Materials Management Division requirements.
 - (ii) Coordinate review of the package with Materials Management and make changes as requested to the tender package.
- (b) Provide appropriate response to bidders and advice to the City during tender call and issue addenda to the contract documents as necessary.
- (c) Arrange for and lead bidder's site visit(s).
- (d) If required, coordinate and lead a pre-award meeting with contractor.

- (e) Complete a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Contract.
 - (i) Submit a Letter of Recommendation, copies of the bids, a tender comparison sheet, and a tender tabulation as outlined in Appendix O Project Documentation Requirements.
- (f) Following tender close, submit Final Detailed Tender Package including all addenda as outlined in Appendix O Project Documentation Requirements.

D7.5 Contract Administration

D7.5.1 General Requirements

- (a) Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
- (b) The Consultant shall use the processes, procedures, forms and templates contained within the document WSTP Contract Administration Manual in Appendix L.
- (c) Use the appropriate City templates throughout the course of the Project, including but not necessarily limited to those in Appendix M City Templates.
- (d) All personnel provided by the Consultant for either non-resident or resident engineering Contract Administration work shall be experienced and qualified to perform the work.
- (e) Original photographic records shall have a minimum resolution of twelve (12) megapixel along with date and time stamps. Photos in reports may be reduced in scale. Provide original photos to the City upon request.
- (f) The City reserves the right to withhold payment of Consultant fees for additional Contract Administration services which result out of errors or omissions in the design work prepared by the Consultant.
- (g) Provide five (5) complete sets of Tender Documents including addenda and drawings as per Appendix O Project Documentation Requirements to the contractor.

D7.5.2 Deliverables from Contract Administration shall include, but not be limited to:

- (a) All Contract Administration documentation such as Meeting Minutes, RFIs, PCN, ACC, weekly construction reports, submittals, etc.,

D7.5.3 Risk Management – Contract Administration

- (a) It is anticipated that award of a construction contract will have occurred some time prior to start of construction. Anticipated risks may have changed during this time period.
- (b) The Consultant shall lead a Risk Workshop (estimated duration of approximately three (3) hours) prior to start of construction. The purpose of this workshop is to review risks and planned responses associated with the works and develop or revise responses as required. The workshop will take place sufficiently in advance of start of construction to allow changes in risks or mitigations to be addressed.
- (c) The Consultant shall update the project risk register following the workshop. The risk register is a live document and the Consultant will document and communicate other relevant risks outside of the workshop as required.

D7.5.4 Contract Administration Services

- (a) Refer to B9.3.2 for the City's estimated minimum number of hours for the Consultant to perform the Contract Administration Services.
- (b) Perform project management functions in accordance with the CSMP and City requirements.
- (c) Conduct and chair a Project kickoff pre-construction meeting and record minutes with the contractor and the Program Team, in which the Consultant shall discuss:
 - (i) Insurance,
 - (ii) Communication, and
 - (iii) Safety, etc.
- (d) Pre Repair Inspection
 - (i) Conduct a detailed physical inspection of structure, within defined scope, to identify presence of failures.
 - (ii) 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 thereto arising from the Project.
- (iii) With reference to the mechanisms in the PDR, document all repairs to be conducted along with the appropriate repair method methodology. Communicate instructions to the Contractor to begin repairs in a timely manner to enable work to be completed in the available outage window.
 - (e) Post Repair Inspection
 - (i) Inspect the Contractors work once repairs are complete.
 - (ii) Prepare and submit a written and photographic record of the completed repairs.
 - (f) Provide engineering services for unexpected faults.
 - (g) Make application to public agencies for necessary authorizations and permits, prepare and submit reports and drawings thereto, and appear before the same in support of all applications.
 - (h) Prepare a detailed Vendor Document Requirements (VDR) list based upon the requirements of the drawings and specifications. The list shall in detail identify all contractor submittal requirements.
 - (i) Manage the VDR list and logs of contractor submittals.
 - (ii) Update and forward the VDR list and current logs of submittals to the contractor and Program Team.
 - (i) Review and accept contractor submittals (i.e. shop drawings) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
 - (j) Forward final contractor submittals to the City as per document Appendix O Project Documentation Requirements.
 - (k) Review and report to the City regarding laboratory, shop and other tests conducted on materials and/or equipment.
 - (l) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
 - (m) Consult and advise the City during the course of construction.
 - (n) Provide the City with a copy of all significant correspondence relating directly or indirectly to the contract. These include correspondence originating from or distributed to, parties external to the Consultant. This shall be provided immediately following receipt or dispatch of same by the Consultant.
 - (o) Keep a continuous record of Project activities including but not limited to daily 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.
 - (p) Monitor and manage the contractor's schedule.
 - (q) Provide adequate and timely direction of field personnel by senior officers of the Consultant.
 - (r) Review acceptability of inspection and test plans from contractors, vendors or manufacturers.
 - (s) Coordinate and prepare proposed change notice (PCN) regarding the contractor scope of work as required. This may include the preparation of specifications and drawings for the PCN.
 - (t) Coordinate and prepare Approved Contract Change (ACC) forms regarding the contractor scope of work as required and provide backup material to the Project Manager as requested.

- (u) Review and respond to contractor Request for Information (RFI)'s in a timely manner.
- (v) Prepare contractor site instructions / clarifications / directives as required.
- (w) Interpret technical aspects of contract as requested by the City.
- (x) Coordinate work with the General Contractor for BO 976-2016.
- (y) Allow for six (6) weeks of significant onsite construction activity.
- (z) Provide a weekly construction report during the course of construction. The weekly construction report shall include, but not be limited to:
 - (i) Working Days and days lost due to inclement weather during the course of the construction;
 - (ii) Written and photographic records of the construction, including construction progress; and
 - (iii) Provide brief descriptions of each photograph.
- (aa) Provide qualified personnel with appropriate discipline expertise to perform inspections of the construction, including but not limited to the following:
 - (i) Conduct inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications provide report thereof.
- (bb) Provide a specific construction inspection report for each inspection. The construction inspection reports shall be prepared by, or under the supervision of a Professional Engineer and contain appropriate detail to ascertain whether the construction meets the requirements of the drawings and specifications. The specific construction inspection reports shall be in addition to the daily construction reports.
- (cc) Witness quality control procedures implemented by the Contractor.
- (dd) Provide reference line and elevation control points for the works and check the contractor's adherence.
- (ee) Arrange for and carry out of testing of materials utilized by the contractor.
 - (i) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Project Manager, will be reimbursed as an Allowable Disbursement.
 - (ii) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
 - (iii) Costs shall be substantiated by the provision of suitable documentation.
- (ff) Maintain current logs of the following and provide to the Project Manager on a weekly basis:
 - (i) A current log of all construction reports.
 - (ii) A current log of all specific construction inspections and corresponding reports.
 - (iii) A materials testing log.
- (gg) Promptly report to the City any significant and unusual circumstances.
- (hh) Prepare, update, maintain, and coordinate a deficiency list of all issues identified during inspections by the Consultant or the Program Team. Coordinate remediation of the deficiency list with the Contractor.
- (ii) Coordinate and lead regular on-site review meetings with representatives of the Contractor and Program Team.
 - (i) The typical frequency of meetings shall be weekly, although meeting frequency may vary based upon the level of construction activity.
 - (ii) Prepare and distribute comprehensive meeting minutes within two (2) Business Days. Update the meeting minutes with corrections from other parties.
- (jj) Promptly prepare, certify, and submit progress estimates to the City for payment to the contractor(s) for construction performed in accordance with the drawings and specifications.

- (i) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba.
- (kk) Coordinate and lead a comprehensive, detailed inspection prior to Substantial Performance, including the contractor and the Program Team. Document and report on all issues identified and coordinate completion of the issues.
- (ll) Make a recommendation to the Project Manager when the Contractor has achieved Substantial Performance and upon approval, prepare and issue a Certificate of Substantial Performance.
- (mm) Coordinate and lead a comprehensive, detailed inspection prior to Total Performance, including the contractor and the Program Team. Document and report on all issues identified and coordinate completion of the issues.
- (nn) Provide an appropriate recommendation in written form to the Project Manager when the contractor has achieved Total Performance and upon approval, prepare and issue a Certificate of Total Performance.

D7.5.5 Commissioning Services

- (a) Perform testing and inspection services defined in to D7.4.11 Repair Validation Plan
- (b) Verify structures are clear of any construction debris and equipment and provide a written confirmation of such.
- (c) Verify site is clear

D7.6 Post Construction Services

- (a) Refer to B9.3.3 for the City's estimated minimum number of hours for the Consultant to perform the Post Construction Services.

D7.6.2 As-Built Drawings

- (a) Prepare and submit As-Built Drawings for the Project within one (1) month of Total Performance as outlined in Appendix O Project Documentation Requirements.
- (b) As-Built Drawings shall include contractor markups, contract change orders, RFI's, and Consultant markups from inspections of the work.
- (c) Submit one (1) draft electronic copy of the As-Built Drawings for City review prior to final issuance of the paper copies.
- (d) Upon receipt of the review comments, make required modifications. Submit final As-Built drawings in accordance with Appendix O Project Documentation Requirements.

D7.6.3 Warranty

- (a) Provide inspection services during the warranty period of the Contract on an as needed basis.
- (b) Coordinate the correction of warranty issues with the contractor and City.
- (c) Provide a detailed inspection of the Project with the contractor and the City prior to the end of the period of the contractor warranty period.
- (d) Coordinate and issue Certificate of Acceptance.

D7.6.4 Deliverables from Post Construction shall include, but not be limited to:

- (a) As-Built Drawings, and
- (b) Certificate of Acceptance.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. SAFE WORK PLAN

D9.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D10.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$5,000,000 in the aggregate.

D10.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after Total Performance.

- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.5 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 D10.8.
- D10.6 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.
- D10.7 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.
- D10.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D8;
 - (ii) evidence of the insurance specified in D10;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by October 17, 2018.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete D7.4.16, Detailed Tender Package, ready for award by sixteen (16) weeks after award of this RFP.
 - (b) Construction window to be concurrent with structural modification to UV Disinfection Facility from BO 976-2016. The current planned period is February 21, 2020 to March 15, 2020 (i.e. 24 Calendar Days), however these dates are subject to change.