



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 306-2013**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PHASE  
4 COMBINED SEWER OVERFLOW MONITORING PROGRAM: INSTRUMENTATION AND  
REPORTING**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Project Objectives	2
D5. Scope of Services	2
D6. Definitions	9
D7. Responsibilities During Instrument Installation	10
D8. Inspection	11
D9. Risk and Responsibility	11

#### Submissions Prior to Start of Services

D10. Authority to Carry on Business	12
D11. Insurance	12

#### Schedule of Services

D12. Commencement	13
D13. Critical Stages	13

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PHASE 4 COMBINED SEWER OVERFLOW MONITORING PROGRAM: INSTRUMENTATION AND REPORTING

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 29, 2013.

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

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

### **B3. SITE INVESTIGATION**

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Marion CSO outfall monitoring location at 11 Poulin Dr. on April 11, 2013 at 9:00 a.m.

B3.2 The site investigation may include confined spaces entry to view the installation.

(a) Confined spaces entry can only be undertaken by qualified individuals that have the necessary training and certification.

(b) The Proponent must supply all equipment, permits and the necessary personnel to permit an entry.

(c) A maximum of two hours for site entry is allocated; an additional two hours at the site can be arranged.

(d) There will be no operation of gates, pumps, or any other ancillary equipment during the site visit.

B3.3 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

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

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

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

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

- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.
- B4.7 Proponents questions will be placed in two different categories:
- (a) General Proponent questions;
  - (b) Confidential questions.
- B4.8 Proponents must submit their questions in writing. Questions not marked "Confidential" will be considered "General".
- B4.9 The Project Manager may determine that a "Confidential" question requires clarification to all Proponents. In that case, the Project Manager will notify the Proponent who submitted the question and request that they revise the "Confidential" label to read "General". If the question remains "Confidential", the Project Manager reserves the right to not provide an answer.
- B4.10 Questions in B4.7(a) will be answered by Addenda. Questions in B4.7(b) will be answered, in writing, to the Proponent that issued the Question.
- B4.11 Proponents shall submit questions to the Project Manager at least five (5) business days prior to the Submission Deadline.

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B6. ADDENDA**

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

- B6.3 The 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.
- B6.4 Proponents are entirely responsible for disseminating information regarding Addenda to an person(s) involved in this Project.

**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 Project Team (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;
  - (d) Project Schedule (Section F) in accordance with B13; and
  - (e) Initiative and Innovation (Section G) in accordance with B14.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B7.1 and B7.2. Proponents should also include one (1) electronic copy, in a searchable format of the original document. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B7.6 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above and that the proposal shall be limited to fifty (50) pages, excluding Appendices. An additional (30) pages are allowed for Appendices. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL (SECTION A)**

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

**B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Time Based Fee schedule calculated on a time basis for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 For the purpose of establishing fees, the Proponent should consider the following:

- (a) The overall project budget shall not exceed five million dollars (\$5,000,000).
- (b) Assume that the installation of nine (9) sites, including gauging equipment and material costs as well as installation, will cost two hundred thousand dollars (\$200,000) per site.

- (i) The Proponent should provide the fee structure for personnel during the installation stage of the project including installation crews(s), consultants, site supervisors, subcontractors, etc.
  - (ii) The Proponent should provide the fee structure for all vehicle/truck and equipment costs incidental to this Project.
  - (iii) Notwithstanding C1.1(b), fees outlined B9.3(b)(i) and B9.3(b)(ii) shall include costs for out of town travel, related meals and accommodations, and vehicle requirements for the duration of the installation and maintenance stages of this Project and shall not be considered an Allowable Disbursement unless otherwise agreed upon at the beginning of this Project.
  - (iv) Notwithstanding B9.3(b)(iii), should the City request to augment installations through the use of additional crews, additional costs that might be incurred would be considered allowable disbursements. This would include equipment costs/truck rentals and a per diem rate, to be mutually agreed upon, that would include accommodations, vehicle rental, mileage, living allowance, etc. Detailed receipts for fuel, food, hotel, etc are not to be submitted but inclusive in the fees outlined in B9.3(b)(ii).
  - (v) Equipment inherent to the installation work (i.e. confined spaces equipment, harness, waders, gloves, tools, etc.) must be included in the fees outlined in B9.3(b)(ii).
  - (vi) In accordance with C1.1(b), expenses for specialized equipment should be identified at the budgeting stage as an allowable disbursement. Additional expenses over and above what has been provisioned for in allowable disbursements will require a change of scope.
- (c) Other tasks associated with the project should be estimated on a time and material basis - including assumptions for allowable disbursements in accordance with C1.1(b).
- (i) Fee structure for personnel and estimated breakdown of budget for tasks should be provided.
  - (ii) Travel costs for meetings must be clearly identified in the proposal as an allowable disbursement. The budget can not be exceeded during the Project without prior written approval by the Project Manager.
  - (iii) Notwithstanding B9.3(b)(iii), fees for out of town travel, living allowance, related meals and accommodations, and vehicle requirements related to the milestone meetings can be considered an Allowable Disbursement during installation stages of the Project.
  - (iv) Proposals should provision for work required by the Proponent during the procurement process.
- (d) Proposals should identify applicable mark-ups that will be charged for work undertaken or use of Subcontractors and Subconsultants for the duration of the Project.
- B9.4** 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, public works road restoration/cut costs. These fees should be identified as early as possible in the design phase to include estimates in the site costs.
- B9.5** Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6** Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10. EXPERIENCE OF PROJECT TEAM (SECTION C)**
- B10.1** The Proposal should include general firm profile information, including years in business, number of employees and other pertinent information for the Project Team (Proponent and all Subconsultants and Subcontractors).

**B10.2 Proposals should include:**

- (a) Details demonstrating the history and experience of the Project Team in providing design and installation of CSO outfall monitoring sites, hydraulic analysis of instrumentation and data, real-time modeling for volumetric analysis, development of a real-time CSO reporting system, and maintenance of installed equipment;
- (b) Include details of prior working arrangements for the proposed Project Team, such as methods of communications between companies on these projects, length and scope of projects jointly worked on, and required level of interaction and communication;
- (c) Details of prior work for the City of Winnipeg, including an understanding of Winnipeg specific health and safety requirements and any other consideration that may impact the job costs and schedule; and
- (d) Details demonstrating prior work experience with instrumentation design, installation, and maintenance within a Class 1 Zone 2 Classified Hazardous Environment.

**B10.3 For key projects listed in B10.2, the Proponent should submit:**

- (a) description of the project;
- (b) role of the Proponent, Subconsultant or Subcontractor;
- (c) details of project cost and schedule;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner; and
- (f) reference information (consisting of contact names, email addresses, and phone numbers).

**B10.3.1** Where applicable, information should be separated into Proponent and Subconsultant, and Subcontractor project listings.

**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 with clearly identified task leads.

**B11.2** Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

- (a) For each person identified, list at least two comparable projects in which they have played a primary role.
- (b) For each person identified, list the percent of their time for an average month's workload to be dedicated to this Project.

**B11.3** Requests for changes in project personnel during this Project must be submitted to the Project Manager for approval in writing. There shall be no negative financial or schedule impacts to the Project as the result of staffing changes to the Project Team.

**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 Project Team will use in the delivery of this Project.

**B12.2** Methodology should be presented in accordance with the Scope of Services identified in D4.

**B12.3** Describe the collaborative process/method to be used by the Key Personnel of the Project Team in the various stages of the Project.



**B12.4** Proposals should address:

- (a) the Team's understanding of the overall objectives of the Combined Sewer Overflow monitoring program;
- (b) the Team's understanding of the broad functional and technical requirements of executing Phase 4 of the Program;
- (c) the proposed Project construction budget and schedule;
- (d) the Team's understanding of key considerations that could affect project schedule and costs – assume a one year duration;
- (e) the City's project methodology with respect to the information provided within this RFP;
- (f) any requirements of the City to facilitate this Project;
- (g) key project deliverables; and
- (h) any other issue that conveys your team's understanding of the Project requirements.

**B13. PROJECT SCHEDULE (SECTION F)**

**B13.1** Proponents should present a carefully considered Work Breakdown Structure using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations and milestone dates or events. The schedule should address each main 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, construction, analysis/assessment, and maintenance stages of the Project. Reasonable times should be allowed for completion of these processes.

**B14. INITIATIVE AND INNOVATION (SECTION G)**

**B14.1** The Proponent should also identify opportunities for expediting the schedule; including potential financial implications associated with the Work should the City wish to do so.

**B15. QUALIFICATION**

**B15.1** The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business;
- (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; and
- (d) have or establish a representative in Winnipeg for the duration of the Project up to the point of final commissioning of all sites.

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

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

**B15.3** The Proponent and any proposed Subconsultant or Subcontractor (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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

#### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

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

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

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

#### **B17. IRREVOCABLE OFFER**

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B18. WITHDRAWAL OF OFFERS**

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

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

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

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

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

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

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Project Team; (Section C) 11%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 22%
- (f) Project Understanding and Methodology (Section E) 17%
- (g) Project Schedule. (Section F) 7%
- (h) Initiative and Innovation (Section G) 3%

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Further to B21.1(h), Initiative and Innovation will be evaluated based on potential improvements to the Project's execution and/or deliverables.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide complete responses to B7.2(a) to B7.2(e), the score of zero or fail will be assigned to the incomplete part of the response.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.

- B22.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B22.7 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.
- B22.8 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 2010-10-01) 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](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:

Ho Lau, C.E.T.

Email: hlau@winnipeg.ca

Telephone No. 204 986-5418

Facsimile No. 204 224-0032

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

D2.4 Proposal Submissions must be submitted to the address in B7.10

#### **D3. BACKGROUND**

D3.1 The Request for Proposal (RFP) documents the City's invitation to Proponents to submit a proposal in accordance with the requirements identified in this RFP for the design, installation, maintenance, and reporting of nine (9) new CSO (Combined Sewer Overflow) monitoring sites (the Project). Included in the Project are the ongoing data analysis and reporting as well as the instrument maintenance for the City's new (9 sites) monitoring locations.

D3.2 The City of Winnipeg's combined sewer system is divided into 43 districts with a total of 79 CSO outfalls. Diversion structures were originally designed to capture a minimum of 2.75 times average dry weather flow. Under wet weather conditions, resulting from rainfall and snowmelt events, flows in excess of this capacity are spilled to the rivers.

D3.3 After the Clean Environment Commission (CEC) hearings in 1992, the Water and Waste Department undertook extensive investigations to develop a CSO Management Strategy. Aspects of that Management Strategy were presented to the CEC at additional public hearings conducted in 2003.

D3.4 In 2003, the Manitoba CEC recommended that the City of Winnipeg be directed to take immediate action to instrument combined sewer overflows.

D3.5 In 2008, the Water and Waste Department initiated the first phase of the CSO Monitoring Program; the second phase began the following spring and the third phase commenced in summer 2012.

D3.6 To date, twenty-five (25) CSO outfalls have been instrumented and are currently being monitored through the City's ClearSCADA software. Four stations are in the process of being instrumented during the summer of 2013. The districts with instrumented primary outfalls include:

Phase 1	Phase 2		Phase 3		
Assiniboine	Ash	Despins	Ainslie (Olive)	Marion	River (Mayfair)
Clifton	Aubrey	Dumoulin	Colony	Metcalfe	Riverbend
Cockburn	Baltimore	Hawthorne	Ferry Road	Moorgate (Conway)	Strathmillan
Mager	Chataway	Jessie	Hart*	Munroe*	Syndicate
Tylehurst	Cornish	Mission	Linden*	Polson*	

Note: \* - currently in the process of instrumentation for the summer of 2013

#### D4. PROJECT OBJECTIVES

D4.1 The purpose of this Project is to undertake Phase 4 of the CSO Monitoring Program within an overall Project budget not to exceed \$5,000,000.

D4.2 Objectives of the Project are to:

- (a) Design and instrument an additional nine (9) CSO outfall locations.

Phase 4	
Alexander (Galt)	Roland
Armstrong <sup>2</sup>	Selkirk
Bannatyne	St John's
Jefferson East	Woodhaven <sup>1</sup>
Newton	

Note: 1 - station may be upgraded to a gate chamber complete with a positive and flap gate  
2 - diversion chamber at Main St; no superstructure and no power source at gate chamber

- (b) Undertake a full year of hydraulic assessment of the installations and analysis of monitoring data for all existing and newly instrumented sites. Previous Phases of the Project included weekly overflow summaries; while the City is open to alternative reporting formats and methodologies, a weekly summary is the minimum desired.
- (c) Maintenance of all newly instrumented sites for one full year after final commissioning of all newly instrumented sites are complete.
- (d) Further calibrate the operational real-time model for volume determination of overflow discharges.

#### D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of undertaking Phase 4 of the CSO Monitoring Program in accordance with the following:

- (a) **Project Management**

Detailed project tracking will be required to ensure the Project remains within scope and budget, and that the schedule is adhered to. The Proponent should outline details of the intended budget, schedule and scope tracking and reporting(s) they intend to use on this Project.

- (i) Monthly progress reports will be required prior to the approval of invoices. This should include costs to date, an estimate of costs to complete, and an earned value analysis. Any budgetary concerns during that month of foreseen in the future should be identified. During the installation stage, monthly updates to the installation schedule should be provided.
- (ii) Bi-weekly (or as required) team meetings and/or teleconferences should occur during the design and installation stages. Key representatives of all teams should be included. Meeting minutes are to be prepared and submitted to the City within three business days of all scheduled meetings and key conference calls.
- (iii) The City desires to have some level of tracking installation costs (time and material) per site. Following the preliminary site investigation, the Project Team will provide a



planning level cost estimate and installation schedule for each site. Issues identified during construction that contribute to cost and schedule overruns should be identified and clearly documented. The Project Team should identify how significant deviations or unusual circumstances will be documented and tracked throughout the installation stage.

- (iv) The Project Team is responsible for maintaining all documentation related to this Project in a systematic and orderly fashion. The Project Team should outline how they intend to manage the communication and record keeping aspects of this Project; including, but not limited to:

- ◆ The communication plan;
- ◆ Data management plan; and
- ◆ Document and drawing revision control.

- (v) The Project Team may be required to co-ordinate with other City projects and initiatives.

**(b) Instrumentation – Design, Procurement and Installation**

**(i) Outfall Instrumentation Design**

- (i) A preliminary survey will be required at each site. The City will provide a geodetic benchmark elevation and location from which to base the survey. All CSO locations (existing and proposed) are to be tied to the same benchmark. Benchmarks at existing CSO locations are to be verified during the survey; river elevations to confirm calibration of outfall level gauges should also be taken. The Project Team is responsible for all on-site measurement and should not rely on as-built drawings provided by the City.
- (ii) The Project Team should identify trenching needs as early as possible in the design process. Drawing schematics showing trench and conduit runs will need to be submitted through the Underground Structures Review process for approval.
- (iii) Preliminary surveys should also consider the hydraulic suitability of each site for monitoring. Potential issues and/or constraints with monitoring a chosen site should be identified at the design stage.
- (iv) The Project Team should create an instrumentation plan for each outfall location based on the information collected in the preliminary survey. The plan should include recommendations for instrumentation based on site specific hydraulic conditions, the results of the three previous Phases, as well as the City's current monitoring objectives outlined below:
- ◆ For ongoing operational and maintenance reasons, it is the City's intent and desire to standardize equipment and installations as much as feasibly possible. The detailed results from the previous Phases should be utilized for recommending appropriate equipment;
  - ◆ Notwithstanding the above, a review of current available monitoring technology should be made in order to ensure no additional equipment should be piloted in the fourth phase. Recommendations for further equipment pilots can be made to the City for consideration;
  - ◆ The City's current desire for instrumenting sites in Phase 4 is to install two level gauges and one inclinometer per site (assuming the outfall location has one incoming pipe); opportunistic use of flow meters is desired if site hydraulic conditions are conducive to flow gauging;
  - ◆ All instrumentation and installation methods must conform to the Canadian Electrical Code Part 1, Section 18 criteria for installation in Class 1 Zone 2 hazardous locations;
  - ◆ All radar level gauges and junction boxes are to be installed above the flood protection limit (to be provided by the City) wherever practical unless otherwise agreed to by the City;

- ◆ All instrumentation must be able to withstand surcharged conditions within the sewers and meet the minimum environmental protection standard for NEMA 6, IP67 or equivalent rating unless otherwise agreed to by the City;
  - ◆ Instruments should have an instrument status, dry contact if possible; and
  - ◆ Consistent with Phase 2 and 3 installations, the City's desire to use Teck cable for instrument installation (2TR-18 for all sensor installations excluding inclinometers; 2PR-18 for inclinometer installations). The Project Team must ensure that Suppliers provide written approval to splice equipment to the Teck cable prior to recommending equipment in the Instrumentation Plan.
- (v) The Project Team will issue the instrumentation plan as a Technical Memorandum; this will be reviewed and approved by the City prior to the beginning of installation. The Instrumentation Plan will include, at a minimum:
- ◆ Equipment recommendation and rationale;
  - ◆ Preliminary drawings of each site; and
  - ◆ Preliminary cost estimate and construction schedule for each site.
- (ii) Equipment Procurement
- (i) The Project Team is responsible for liaising with the supplier and procuring the equipment itemized in the approved Instrumentation Plan.
  - (ii) All equipment is to be procured on behalf of the City; the City will be the sole owner of all equipment purchased.
  - (iii) The equipment should be received by the Project Team, who is responsible for inspecting and accepting the equipment as fit for purpose prior to installation.
  - (iv) Equipment warranty is to begin on the date of installation or within six months from date received, whichever comes first.
  - (v) The Project Team is required to support the City with any supplier related warranty claims through the one-year post commissioning maintenance period.
- (iii) Site Installation
- (i) The Project Team must be familiar and comply with all applicable Manitoba Workplace Safety and Health Regulations.
  - (ii) Installation of equipment should conform to standard industry practice; the Project Team must demonstrate quality control for installation and maintain consistency throughout the Project.
  - (iii) All instrumentation and installation methods must conform to the Canadian Electrical Code Part 1, Section 18 criteria for installations in Class 1 Zone 2 hazardous locations.
  - (iv) All electrical work must be undertaken by a qualified electrician.
  - (v) The Project Team will provide all equipment and consumables inherent to the installation (i.e. health and safety equipment, installation tools, etc.) at no additional cost to the City.
    - ◆ Exceptions can be made for highly specialized equipment.
  - (vi) The Project Team will be required to liaise with City Wastewater Services staff should any pumps or gates need operating; the Project Team is not to operate any City ancillary structures without direct authorization by the City.
  - (vii) The Project Team is responsible for liaising with all utilities as required during the installation process.
  - (viii) The Project Team is responsible for obtaining all necessary clearances, permits and approvals prior to the commencement of work.
  - (ix) The Project Team must notify City Wastewater Services staff on daily entry and exit to each site, or as otherwise requested by the Project Manager.

- (x) The Project Team will promptly notify the Project Manager, or other designate, of any significant, unusual, or unexpected installation issues encountered; these should also be documented in writing and included in the weekly installation summary.
  - (xi) Installations are to end at a termination panel installed by the Project Team. The City will indicate where the panel should be located within the station; unless otherwise indicated, the City will connect the termination panel to the RTU panel. The termination panel must meet City standards.
  - (xii) The RTU panel will be supplied by the City unless otherwise requested. Any request for the construction of an RTU panel by the Project Team would constitute a change of scope for the Project.
  - (xiii) All instruments must be tagged with nameplates; all wires should be tagged in the panels. The City will provide tag names.
    - ◆ The Project Team is to confirm all tagging from the first 29 sites is complete and uniform with current tagging practices.
  - (xiv) Proper scheduling of installations should account for typical City of Winnipeg climatic conditions. Reasonable assumptions should include:
    - ◆ Rain delays and the need to pump down the wet side of CSO outfalls;
    - ◆ Winter weather;
    - ◆ High river levels in spring; and
    - ◆ Drawdown of river mid-October.
  - (xv) The Project Team is encouraged to help minimize costs by considering efficient and effective scheduling of electrical subcontractors during installation.
  - (xvi) Daily site records must be kept; weekly progress reports to be submitted to the Project Manager; weekly (or as required) site meetings to be held during the installation stage.
  - (xvii) As per (a)(iii) above above, in so much as it is possible, accurate records of time spent and material used for installation at each site should be kept to accurately track installation costs and schedule. The Project Manager will work with the Project Team to determine the best means of undertaking this task.
  - (xviii) All equipment to be calibrated and verified by field measurements as part of commissioning; calibration procedures should be documented for each instrument.
  - (xix) The commissioning report is to include, at a minimum:
    - ◆ Photographs of locations and instrumentation installation;
    - ◆ Surveyed details of installations; and
    - ◆ All calibration parameters and information clearly documented for each piece of equipment installed.
  - (xx) The commissioning report will be revised following the one-year maintenance period should instruments be relocated or offsets changed.
  - (xxi) The post installation survey is required to confirm location of all instrumentation for final drawings.
  - (xxii) The Project Team will provide a one-year warranty on installation commencing from final commissioning of each site. Work undertaken on warranty is to be done at the Project Team's expense. Rework required due to sewer deterioration or outside influences (i.e. vandalism) is not considered as warranty work.
- (iv) Preliminary and Record Drawings
- (i) All drawings, both preliminary and final, are to conform to City drawing standards.
  - (ii) City to provide record drawing number.
  - (iii) Draft final drawings are to be submitted within one month following post installation survey.

- (iv) Revised drawings will be required within one month of the completion of the one-year maintenance period should any equipment locations or offsets be modified during the maintenance period.
- (v) Revised drawings for newly installed or replaced inclinometers for Phase 1 and 2 sites.

**(c) CSO Monitoring Equipment Maintenance**

- (i) The calibration report should form the basis of an ongoing maintenance log/data repository. All accessible equipment is to be recalibrated and cleaned during each scheduled monthly maintenance visit.
- (ii) Maintenance is to occur monthly. Maintenance is to include checking all sites, re-verification of instruments, cleaning of debris, identifying any problems with equipment, modifying installation as required to optimize data quality.
- (iii) Detailed notes of maintenance for each piece of equipment are to be included in a maintenance log; summary maintenance notes are to be submitted to the Project Manager following each round of scheduled maintenance.
- (iv) The Project Team is to provide support during the maintenance period and, from data review, identify potential maintenance issues prior to each maintenance period.
- (v) New equipment installed is to be maintained throughout the installation period. Maintenance for all new sites shall continue until one-year following final commissioning of newly installed sites.
- (vi) The Project Team is to provide all equipment and consumables inherent to the maintenance of the equipment (i.e. health and safety equipment, installation tools, etc.) at no additional cost to the City.
  - (i) Exceptions can be made for highly specialized equipment agreed upon with the Project Manager.
- (vii) The calibration report is to be revised and updated following the one-year maintenance period to reflect any changes made in installation during the maintenance period.
- (viii) A final maintenance report/manual will form a key deliverable at the conclusion of the maintenance period. The Project Team will analyse existing instrumentation and data to recommend a long term maintenance program for each site, which will include intervals and activities for each site. Maintenance logs and summary reports should be included.
- (ix) If requested, the maintenance manual and details of maintenance required for different instruments will be presented to City staff.
- (x) The Project Team is responsible for all QA/QC of the data.
- (xi) The Project Team is responsible for uploading collected data from the sites to Kisters WISKI software for the duration of this Project.
- (xii) The Project Team is responsible for maintaining the equipment in optimum working order for the duration of the project and to ensure data loss is kept to a minimum.
- (xiii) The Project Team is responsible for replacing equipment found to be damaged or defective during the maintenance period. Replacement and re-installation costs will be at the City's expense if not resulting from an installation warranty issue. For equipment warranty issues, the Project Team will liaise with suppliers/manufacturers on the City's behalf.
- (xiv) At the conclusion of the maintenance period, the Project Team will provide an estimate of the ongoing maintenance costs. An estimate of equipment service life (i.e. expected frequency of instrument replacement) may be requested as well.

**(d) Reporting & Technical Assistance**

- (i) Online Data Analysis and Reporting Tool
  - (i) The Project Team will configure the existing Online Data Analysis and Reporting Tool to include the nine (9) newly installed outfall monitoring sites.
  - (ii) Further analysis into the use of real time hydraulic models to report secondary overflows without the need to instrument the outfall sites. This will include:

- ◆ Temporary gauging of up to ten (10) districts with secondary overflows; these will be selected from the initial 29 locations instrumented;
  - ◆ Enhancement and expansion of the existing hydraulic models for the chosen test districts as required;
  - ◆ Temporary flow monitoring will be undertaken by the Project Team at the secondary outfall locations.
  - ◆ Temporary flow monitors must conform to the Canadian Electrical Code Part 1, Section 18 criteria for installations in Class 1 Zone 2 Hazardous Locations;
  - ◆ Maintenance and data QA/QC of the temporary meters as per the permanent installations; and
  - ◆ The integration of the temporary gauged sites into the InfoWorks model.
- (iii) The Project Team will identify and recommend modeling improvements. Approved recommendations will be integrated into the InfoWorks model.
- (iv) The Project Team will further analyse the preliminary results of the Flow Through the Flap Gate calculation obtained in 2012. This will include:
- ◆ Temporary gauging of up to three (3) outfall locations selected from the existing 29 instrumented sites;
  - ◆ Temporary flow monitoring will be undertaken by the Project Team at the outfall locations with an existing inclinometer installed;
  - ◆ Temporary flow monitors must conform to the Canadian Electrical Code Part 1, Section 18 criteria for installations in Class 1 Zone 2 Hazardous Locations;
  - ◆ Maintenance and data QA/QC of the temporary meters as per the permanent installations; and
  - ◆ The results will be integrated into the Reporting Tool.
- (v) The Project Team will integrate modeling for the 9 new sites as well as the 4 ongoing sites (Phase 3) as per D3.6 if available.
- (ii) Ongoing and Post-Installation Technical Assistance
- (i) The ongoing technical assistance will begin immediately upon award of this contract for the existing 29 outfall locations and continue until all new sites have been commissioned. Four (4 of 29 – Hart, Linden, Munroe and Polson) stations are in the process of being instrumented during the summer of 2013. Technical assistance for the aforementioned four sites will begin once the sites are commissioned.
- (ii) The post-commissioning reporting period will begin when all new sites are commissioned and continue for a period of one year for all outfall locations (to coincide with the one-year maintenance period). The reporting will also include an assessment of overflow indicators under various river elevations and hydraulic conditions including:
- ◆ Spring high river level;
  - ◆ Fall draw down of river; and
  - ◆ Winter low river elevations.
- (iii) Unless otherwise agreed to, overflow reports should be provided as follows:
- ◆ March through October: detailed weekly summary of data, monthly overflow totals including details of overflow events;
  - ◆ November through February: analysis of stations where a dry weather overflow occurs; and
  - ◆ There should also be an allowance for specific event analysis assistance based on City needs either under specific rainstorm events or for dry weather flow anomalies.

- (iv) The Project Team will provide a compilation of CSO events for 2013 (March to October). The report will include:
  - ◆ Rainfall event characterization;
  - ◆ Compilation of volume discharged during observed rainfall events and/or triggered overflow indicators; and
  - ◆ Compilation of events for each of the 25 instrumented stations.
- (v) The Project Team should provide assistance during the maintenance period – identifying issues and potential maintenance requirements

(iii) Final reports

- (i) At the conclusion of the technical analysis period, the Project Team will issue a report summarizing the results and findings. The report will include, at a minimum:
  - ◆ An evaluation of the newly installed equipment following the one year testing period. The evaluation will include equipment performance, indicator reliability, maintenance requirements of equipment, and an overall assessment of functionality, uptime, and accuracy predicting overflows;
  - ◆ A review of the ongoing performance of the equipment at all sites;
  - ◆ A comparison of the hydraulic model response and its reliability to correctly indicate overflows;
  - ◆ A recommendation of which overflow indicators should be used for the newly installed Phase 4 sites; and
  - ◆ An evaluation of the accuracy of predicting overflows with the selected indicators for all sites;

(iv) Milestone meetings are anticipated at the following key stages in the project:

- (i) Acceptance of the instrumentation plan
- (ii) Post installation and calibration of Phase 4 sites
  - ◆ To include update on status of existing sites
- (iii) Phase 4 conclusion following the one-year maintenance and technical assistance period

(e) **Phase 1 and 2 Refurbishments**

- (i) Phase 1 and 2 were Pilot Phases used to experiment new technologies and design methods. The Project Team will identify issues from the Pilot Phase sites and determine what issues can be addressed. Some issues that have been identified but not limited to are:
  - (i) The Project Team will review data and maintenance logs of the existing Turck inclinometers from Phase 1 and 2 and determine the need to replace with the current specified inclinometers. These sites include:

Phase 1	Phase 2
Assiniboine	Aubrey
Clifton	Baltimore
Cockburn	Despins
Mager	Jessie
Tylehurst	

- (ii) The Project Team will install the current specified inclinometers into sites from Phase 1 and 2 that did not have an inclinometer previously installed. These sites include:

Phase 2
Ash
Chataway

Cornish
Dumoulin
Hawthorne

Detailed surveys will be conducted to locate the newly installed inclinometers.

- (iii) The Project Team will identify any instrumented sites from Phase 1 and 2 that do not have panel displays and install display meters.
  - (iv) The Project Team will inspect the rigid conduit installations from Phase 1 sites and recommend the removal of any conduits deemed unsafe and labour intensive for future maintenance.
  - (v) The Project Team will review data and maintenance logs of existing flow meters and recommend any decommissioning of meters which have provided poor, unreliable data.
  - (ii) Revisions to the existing Phase 1 and 2 detailed and/or electrical drawings may be required for the changes made by the Refurbishments.
- (f) **Project Close Out**
- (i) Phase 3 Project Documentation
    - (i) All final documentation should be included in hard copy and electronically searchable format.
    - (ii) At the conclusion of Phase 3 calibration and verification of the new instruments, four copies of each site binder will be required (to include record drawings, equipment information, and calibration parameters); any changes resulting in the one year maintenance period will be issued as an addendum to these binders.
    - (iii) Three copies of the complete final report including all technical memos, calibration reports, drawings, etc. will be required.

## D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) **“Goods”** means any item, tangible or intangible, that the Proponent is required to provide to the City as the subject of the Contract;
- (b) **“Hazardous Location”** is defined by the Canadian Electrical Code as premises, buildings or parts thereof in which there exists the hazard of fire or explosion due to highly flammable gases and/or flammable, volatile liquid mixtures that are manufactured, used or stored in other than the original containers.
  - (i) **“Class 1 – Gas and Vapour Environments”** means locations which are deemed hazardous due to the presence of gases or vapours that are present in the air in a sufficient quantity to produce explosive or ignitable mixtures. Locations identified as Class 1 require that enclosures and connectors be explosion-proof.
  - (ii) **“Zone 2”** means Class1 locations which:
    - (i) explosive gas atmospheres are not likely to occur in normal operation and if they do occur they will exist for a short time only; or
    - (ii) flammable volatile liquids, flammable gases or vapours are handled, processed, or used, but in which liquids, gases or vapours are normally confined within closed containers or closed systems from which they can escape only as a result of accidental rupture or breakdown of the containers or systems or the abnormal operation of the equipment by which the liquids or gases are handled, processed or used; or
    - (iii) explosive gas atmospheres are normally prevented by adequate ventilation by which may occur as a result of failure or abnormal operation of the ventilation system; or
    - (iv) the location is adjacent to a Class I, Zone 1 location from which explosive gas atmospheres could be communicated, unless such communication is prevented

- by adequate positive-pressure ventilation from a source of clean air, and effective safeguards against ventilation failure are provided;
- (c) **“Material”** means any things, including goods, parts, and equipment, which are to form part of the permanent Work;
  - (d) **“Phase”** means the installation and engineering work related to CSO Monitoring for a discreet group of locations;
  - (e) **“Phase 1”** means the first five CSO Monitoring locations installed as per D3.6.
  - (f) **“Phase 2”** means the next ten CSO Monitoring locations installed as per D3.6.
  - (g) **“Phase 3”** means the last fourteen CSO Monitoring locations installed as per D3.6
  - (h) **“Phase 4”** means the current phase of work as per the Scope of Services outlined in D5.
  - (i) **“Plant”** means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including material, tools, equipment, consumable supplies, fuel, power and utility connections therefore, but does not include Material;
  - (j) **“Site”** means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Proponent’s facility;
  - (k) **“Subcontractor”** means a person contracting with the Proponent for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor’s subcontractor;

## **D7. RESPONSIBILITIES DURING INSTRUMENT INSTALLATION**

- D7.1 The Project Team must arrange and carry on their site work so as not to conflict with the work being carried on or to be carried on for the City by other contractors or by the City’s employees. If the Project Team finds it difficult to work in harmony with such parties, they shall notify the Project Manager promptly.
- D7.2 The Project Team shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.
- D7.3 The Project Team shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D7.4 The Project Team shall do whatever is necessary to ensure that:
  - (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Project Teams activities in performing the work;
  - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (c) fire hazards in or about the Work or its Site are eliminated;
  - (d) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (e) adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work;
  - (f) adequate sanitation measures are taken with respect to the Work and its Site;
  - (g) all survey posts, buoys or control monuments are protected and are not removed, defaced, altered or destroyed; and
  - (h) all stakes, buoys and marks placed on the Work or its Site by or under the authority of the Project Manager are protected and are not removed, defaced, altered or destroyed.
- D7.5 The Project Team shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.



- (a) Upon attaining Total Performance, the Project Team shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- (b) Total Performance shall not be considered to have been achieved until the Project Team has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D7.6 The Project Team shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.

## **D8. INSPECTION**

### **General**

- D8.1 The Project Team shall provide the Project Manager access at the Site to observe and inspect the Work and its progress.
- D8.2 The Project Team shall provide the Project Manager any and all assistance, which they may require to observe and inspect the Work.
- D8.3 The inspection herein provided for shall in no way relieve the Project Team of full responsibility for the quality, proper operation and performance of the Work.

### **Rejection of Goods**

- D8.4 Delivery of Goods to the City, and any acknowledgement of receipt by the City, shall not be deemed to be confirmation by the City that the Goods are satisfactory in accordance with the Contract.
- D8.5 When the Goods are found to be defective or not in accordance with the Contract, the City may reject any or all of the Goods.
- D8.6 The City shall notify the Project Team within a reasonable period of time of the rejection of Goods and may direct that the rejected Goods be removed and either replaced or rectified by the Project Team at the Project Team's sole expense within such reasonable time that the City may direct.

## **D9. RISK AND RESPONSIBILITY**

- D9.1 Plant or Material brought to the Site or the Work by the Project Team shall remain at the risk and the responsibility of the Project Team from the commencement of the Work until:
- (a) Material is incorporated into the Work; or
  - (b) Plant or Material is removed from the Site or the Work by the Project Team.
- D9.2 The Project Team shall be liable to the City for any loss of or damage to Plant or Material that is supplied to or placed in the care, custody and control of the Project Team by the City in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Project Team control, from the commencement of the Work until:
- (a) Material is incorporated into the Work; or
  - (b) Plant or Material is returned, in its original condition, to the City.
- D9.3 The Work shall remain at the risk and the responsibility of the Project Team from the commencement of the Work until the date of Total Performance.

- D9.4 The Project Team shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed Work to the City in accordance with the provisions of the Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

### **D11. INSURANCE**

- D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D11.2 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 there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

- D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

- D11.3 The policies required in D11.2(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.
- D11.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.2(a).
- D11.5 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 D11.10.
- D11.6 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.
- D11.7 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.
- D11.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D11.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D11.8.
- D11.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D12. COMMENCEMENT**

- D12.1 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.
- D12.2 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 D10;
    - (ii) evidence of the insurance specified in D11;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by June 17, 2013.

### **D13. CRITICAL STAGES**

The Project Manager, in consultation with the Consultant, shall determine when the Consultant shall achieve critical stages during this project.