



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1191-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
HURST PUMPING STATION STRUCTURAL REPAIRS AND DRAINAGE BUILDING
UPGRADE**

Note to Proponents: Please be aware of revisions to B17.3

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 HURST PUMPING STATION STRUCTURAL REPAIRS AND DRAINAGE BUILDING UPGRADE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 7, 2019.

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 Hurst Pumping Station (located at 60 Hurst Way) on:

(a) January 15, 2019 at 2:00 PM;

B3.1.1 Proponents are required to register for the Site Investigation **a minimum of 48 hours in advance** by contacting the Project Manager identified in D2.

B3.2 Proponents registered for the Site Investigation must provide the Project Manager with a Public Safety Verification search obtained not earlier than one (1) year prior to the Site Investigation.

(a) The Public Safety Verification Check may be obtained from Sterling Talent Solutions. Proponents will need to set up a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. See PART E - SECURITY CLEARANCE for further information.

(b) The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Proponents must grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

(c) Proponents that do not provide a Public Safety Verification Check to the Project Manager prior to the Site Investigation will be denied entrance to the Hurst Pumping Station.

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.

B3.5 CSA approved safety footwear and a hardhat are required for all personnel attending the Site Investigation.

B3.6 Proponents will not be allowed to take pictures at the Site Investigation. The Proponent may request pictures of specific areas from the Contract Administrator. The pictures will then be issued to all the Proponents registered for the Site Investigation.

B3.7 Proponents are advised that Site access is restricted and access to view the Site can only be made under supervision of the City.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager.
- 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 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.
- B4.4 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.
- B4.5 All correspondence or contact by Proponents with the City in respect of this Request for Proposal must be directly and only with the Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

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.
- B6.3 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>
- B6.4 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.
- B6.5 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.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

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

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Form 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;
- (d) Project Schedule (Section F) in accordance with B13; and
- (e) Form P: Person Hours in accordance with B12.

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 B22.1(a).

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the Request for Proposal 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 (2) 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 (2) or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proponent Shall Complete Form B: Fees, making all required entries and summarizing all Fees for the Scope of Services.
- (a) Include a Fixed Fee for all phases of the work listed in D7 except for Resident Services.
 - (i) The Fixed Fee for As-Built Drawings shall be \$40,000.00, to be paid upon satisfactory completion of the As-Built Drawings as described in D12.
 - (b) Include a Time Based Fee for Resident Services.
 - (i) The Proposal shall include a Time Based Fee schedule calculated on a time basis for Resident Services.
 - (ii) Time Based Fees shall be based on on-site inspection services as described in D11.
 - (iii) For Proposal purposes these fees shall be based on 1200 hours of inspection.
 - (iv) The number of hours listed in B9.1(b)(iii) is to be considered approximate only. The City will use this number for the purpose of comparing bids.
 - (v) The number of hours for which payment will be made to the Consultant for Resident Services is to be determined by the actual amount of hours worked by the Consultant.
- 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 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.
- B9.4 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.
- B9.5 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.
- B9.6 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 design, management of construction and contract administration services on three (3) projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner; and
 - (f) reference information (two (2) 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 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.
- B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including:
- (a) the principals-in-charge;
 - (b) the Consultant's Representative;
 - (c) managers of the key disciplines;

- (d) lead designers;
- (e) site inspector; and
- (f) any other personnel with over 5% of total project hours.

B11.3.1 Include the following for each of the Key Personnel:

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

B11.4 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 of the Key Personnel identified, list two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a Key Person is included in B10, provide only the project name and the role of the Key Person. For other projects provide the following:

- (a) description of project;
- (b) role of the Key Personnel;
- (c) project owner; and
- (d) reference information (two (2) current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services using project specific details, 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 broad functional and technical requirements;
- (b) the team's understanding of the constraints that will affect the undertaking of the work;
- (c) the team's understanding of the project deliverables;
- (d) the proposed Project construction budget; and
- (e) any other issue that conveys the 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 on Form P: Person Hours.

B12.7 For each of the Key Personnel identified in B11.3, list:

- (a) the total number of hours to be dedicated to the Project;

- (b) the number of project hours to be dedicated to each phase of the Project listed in D7.3;
and
- (c) the hourly charge out rate.

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 Personnel), 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:
- (a) work breakdown structure;
 - (b) resource assignments (Key Personnel);
 - (c) durations (weekly timescale);
 - (d) milestone dates or events;
 - (e) critical dates for review;
 - (f) anticipated approval processes by the City during the design and tendering phases of the project
 - (i) A minimum of three (3) weeks should be allowed for completion of these processes;
 - (g) project meetings;
 - (h) submission of monthly progress reports; and
 - (i) submission dates for required deliverables.
- B13.3 The schedule shall be based on the critical dates listed in D20.

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are:
- (a) AECOM Canada Ltd.
 - (b) WSP Canada Inc
 - (c) Dillon Consulting Ltd.
- B14.3 The following reports were prepared by the organizations identified in B14.2 and are also listed in Appendix B:
- (a) Hurst Pumping Station Structural Repairs – Preliminary Design (AECOM, 2012)
 - (b) Hurst Pumping Station Rooftop Equipment Relocation (AECOM, 2014)
 - (c) Hurst Drainage Station Feasibility Report (WSP, 2017)
 - (d) Short Term Recommendations for Gas Chlorine Facilities (Dillon, 2018)

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 Proponents, by responding to this Request for Proposal, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the 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 Request for Proposal 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 Request for Proposal process) of strategic and/or material relevance to the Request for Proposal process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

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

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

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

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

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

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

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

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

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

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

B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B16.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the 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/>

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B19. WITHDRAWAL OF OFFERS

B19.1 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.

B19.1.1 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.

B19.1.2 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.

B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 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.

B20. INTERVIEWS

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents

without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the 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) 25%
- (g) Project Schedule. (Section F) 5%

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

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

B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.5 Further to B22.1(d) Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:

- (a) ability of Proponent to complete the job;
- (b) similarity of the Proponent's past projects to this project;
- (c) success of the Proponent on past projects; and

B22.5.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants will be rejected in accordance with B22.3

B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the information provided in response to B11, including but not limited to the following criteria:

- (a) appropriateness of related years of experience of the Key Personnel;
- (b) relevancy of experience of the Key Personnel; and
- (c) appropriateness of approach to overall team formation and coordination of team members.

B22.6.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel will be rejected in accordance with B22.3.

B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:

- (a) the appropriateness of the project management approach;
- (b) the methodology, including appropriateness of hours assigned to individual tasks;
- (c) the Proponent's understanding of the Project, including its deliverables and its constraints; and
- (d) demonstration of insight beyond the information that was presented in the Request for Proposal.

B22.7.1 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology will be rejected in accordance with B22.3.

B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the information provided in response to B13, including but not limited to the following criteria:

- (a) the completeness of the project schedule; and
- (b) the appropriateness of the timelines provided.

B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B23.4 The City may, at its discretion, award the Contract in phases.

B23.5 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.

B23.5.1 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.

B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

- B23.7 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.
- B23.8 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:

Rob Carroll, P.Eng

Email: rcarroll@winnipeg.ca

Telephone No. 204 986-8409

Facsimile No. 204 224-0032

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.

D3. BACKGROUND

D3.1 Hurst Pumping Station

D3.1.1 Hurst Pumping Station, located at 60 Hurst Way, is one of the City's three (3) regional water pumping stations. The original station was constructed in 1960 and an addition was built in 1993.

D3.1.2 The original 1960 pumping station roof was reroofed in 1994 with a conventional built-up two-ply modified bitumen waterproofing system. The 1993 building addition was waterproofed with a conventional built up asphalt and gravel roof system. Both roofs have a flat design for the drainage of water. Both roofs have experienced leakage problems and ponding of water has been observed on the reroofed section of the original pumping station.

D3.1.3 In the crawlspace below the south portion of the pumping station, no permanent measures have been provided to retain the soil below the perimeter grade beams. This has resulted in exterior soil sloughing into the crawlspace. Interim measures have been unsuccessful at retaining the exterior soil. Additionally, the accumulation of water in this area has led to water leaking through the wall into the lower level of the pumping station.

D3.1.4 Settlement and sloughing of soil have caused the areas immediately adjacent to the building to have a negative slope, preventing the drainage of water away from the building.

D3.1.5 The exterior of the original 1960 pumping station is clad with exposed aggregate precast wall panels. The cladding is generally in fair condition, however several panels have cracked and broken. Reinforcing steel is exposed in several locations. The sealant between panels is hard and cracked in several locations.

D3.1.6 Sections of the interior walls of the original 1960 pumping station have been insulated with cork. A black bitumen-based mastic coating was used to adhere the cork to the walls. This adhesive has been found to be very flammable and easily ignitable.

D3.2 Hurst Drainage Building

D3.2.1 The Hurst Drainage Building was constructed in 1959 as part of the construction of Wilkes Reservoir. The building functions as a lift station, discharging land drainage and reservoir

cell leakage collected by the Wilkes Reservoir drain system to the 1350mm land drainage sewer (LDS) on Hurst Way. The building is also used to dewater the reservoir cells for cleaning and maintenance.

- D3.2.2 There is currently no backflow protection on the 600mm discharge line from the Hurst Drainage Building connecting to the 1350mm LDS on Hurst Way. There is the potential for backflow into the station during a high water event.
- D3.2.3 A dechlorination system was installed in 2011. Upgrades to this system are required to ensure that water discharged to the LDS is adequately dechlorinated.
- D3.2.4 High humidity levels within the Hurst Drainage Building have led to mold issues on the building's interior.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **"AHU"** means Air Handling Unit;
 - (b) **"CAD"** means Computer Assisted Drafting;
 - (c) **"FTP"** means File Transfer Protocol;
 - (d) **"GIS"** means Geographic Information System;
 - (e) **"GPH"** means Gallons per Hour;
 - (f) **"HVAC"** means Heating Ventilation and Air Conditioning;
 - (g) **"kg/hr"** means Kilograms per Hour;
 - (h) **"L/s"** means Litres per Second;
 - (i) **"LDS"** means Land Drainage Sewer;
 - (j) **"O&M"** means Operations and Maintenance;
 - (k) **"PCN"** means Proposed Change Notice;
 - (l) **"PDF"** means Portable Document Format.
 - (m) **"RFI"** means Request for Information;
 - (n) **"SBS"** means Styrene Butadiene Styrene;
 - (o) **"SCADA"** means Supervisory Control and Data Acquisition; and
 - (p) **"WBS"** means Work Breakdown Structure;

D5. RELEVANT DOCUMENTS

- D5.1 Refer to Appendix B for a listing of relevant documents to the Project. These documents are available in electronic PDF format by request to the Project Manager after completion of a Non-Disclosure Agreement and will be released at the sole discretion of the City.

D6. GENERAL REQUIREMENTS

- D6.1 General Requirements of the Consultant
- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall have an engineer's seal.

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

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

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

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

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

D6.1.6 The following shall apply to the Services:

- (a) City of Winnipeg Water & Waste Department Electrical Design Guide
- (b) City of Winnipeg Water & Waste Department Electrical Identification Standard
 - (i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.
- (c) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at http://winnipeg.ca/waterandwaste/dept/cad_gis.stm

D6.2 General Requirements for Project Deliverables

D6.2.1 Project Deliverables include but are not limited to detailed design, specifications and drawings, and cost estimates.

D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.

D6.2.3 Where possible, all documents provided as PDF shall be searchable.

D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of three (3) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B13.

D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
- (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City.

D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

- (a) Draft versions of documents shall be submitted in Native Format.
- (b) All Deliverables shall be submitted to the Project Manager.

D6.3 General Requirements for Drawings

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

- D6.3.2 All profile components of Drawings shall be in natural scale.
- D6.3.3 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.
- D6.3.4 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 Photographs
- D6.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
 - (b) location and orientation where the photograph was taken; and
 - (c) a brief description of what is depicted by the photograph.
- D6.5 General Requirements for Meetings
- D6.5.1 Provide an agenda within two (2) Business Days of the meeting date.
- D6.5.2 Provide meeting minutes within one (1) week of the meeting date.

D7. SCOPE OF SERVICES

- D7.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this project. These services are specific to Detailed Design and Contract Administration Services.
- D7.2 Provide consulting engineering and contract administration services necessary to facilitate the completion of the following:
- (a) replacement of the existing roofs on the original 1960 Hurst Pumping Station and the 1993 building addition;
 - (b) mitigation of sloughing of soil and water infiltration into the crawlspace of the Hurst Pumping Station;
 - (c) remediation of surface drainage around the Hurst Pumping Station;
 - (d) repairs to the concrete building exterior of the Hurst Pumping Station;
 - (e) removal or encapsulation of the interior cork insulation within the Hurst Pumping Station;
 - (f) removal of asbestos ceiling tiles within the Hurst Pumping Station;
 - (g) safety upgrades to the railing on the upper level of the within the Hurst Pumping Station;
 - (h) installation of backflow protection for the Hurst Drainage Building;
 - (i) upgrades to the dechlorination system in the Hurst Drainage Building; and
 - (j) HVAC upgrades to the Hurst Drainage Building.
- D7.3 The Services required under this Contract shall consist of the following phases and as outlined in D8 to D14
- (a) Project Management;
 - (b) Detailed Design;
 - (c) Non-Resident Services;
 - (d) Resident Services;

- (e) Commissioning Services;
- (f) As-Built Drawings; and
- (g) Post-Construction Services.

D8. PROJECT MANAGEMENT

D8.1 Plan, organize, secure and manage resources to complete the phases outlined in D9 to D14.

D8.2 Create and submit a project management plan at least two (2) days prior to the Project kick-off meeting. The project management plan shall include but not be limited to:

- (a) Scope and Schedule
 - (i) Include the information required in B13.
 - (ii) Provide a Deliverable based work breakdown structure that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline throughout the Project.
- (b) Budget
 - (i) Include the information required in B9.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance and quality control for the following:
 - (i) field surveying procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.
- (d) Human Resources
 - (i) Describe the team organizational and management approach.
 - (ii) Include an organizational chart.
- (e) Communication
 - (i) Describe communication interfaces (organizational, technical and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Health, Safety and Security
 - (i) Include a health and safety plan (which will be updated as needed throughout the Project) specific to the Scope of Services.
- (g) Change Management Plan
 - (i) Identify the schedule, quality and budget impacts of any proposed changes.
- (h) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all project deliverables.
- (i) Risk Management Plan

- (i) Develop a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
- (ii) Outline process for updating the risk management plan in various phases of the Project.

D8.3 Submit monthly project status reports, including the following:

- (a) work carried out in the previous month;
- (b) work in progress;
- (c) work anticipated for the following month, including projected person-hours;
- (d) percentage completion of each task and the overall Project;
- (e) information requests for the following month;
- (f) issues to date;
- (g) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
- (h) modifications to the Project management plan;
- (i) budget and actual cost for completed tasks and projected cost for planned tasks; and
- (j) description, action and mitigation of extreme and high risk(s);

D8.3.1 Monthly project status reports shall be a maximum of two (2) pages and be submitted within three (3) days of months end.

D8.4 Coordinate regular project meetings and provide minutes. The meetings shall be used to update the Project Manager on the status of the Project and to discuss other project management issues.

- (a) Meetings shall typically be held monthly during detailed design.
- (b) Meetings shall typically be held weekly during construction.
- (c) The frequency of meetings may vary based upon the level of project activity.

D8.5 Schedule and chair milestone meetings and provide minutes at the following stages:

- (a) project kick-off meeting – to be scheduled upon award of the Project;
- (b) upon completion of the detailed design;
- (c) upon completion of the bid opportunity documents; and
- (d) pre-construction meeting – to be scheduled upon award of the construction contract.

D8.5.1 Additional meetings may be required in the event that issues arise during the course of the project.

D8.6 Provide adequate notice (at least one (1) week) prior to any site visit or work that will require assistance from City personnel.

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

D9. DETAILED DESIGN

D9.1 Review all pertinent background information listed in Appendix B.

D9.2 Detailed design to be based on the April 2012 report “Hurst Pumping Station Structural Repairs – Preliminary Design” prepared by AECOM Canada Ltd, the October 2017 report “Hurst Drainage Station Feasibility Report” prepared by WSP Canada Inc., and the June 2018 Technical Memorandum “Short Term Recommendations for City of Winnipeg Gas Chlorine Facilities” by Dillon Consulting Ltd. Alternative designs will be considered but will require approval from the City.

- D9.3 Where necessary conduct field surveys and investigations to verify existing conditions and to supplement available information.
- D9.4 Prepare a detailed design, including drawings and specifications, for the following:
- D9.4.1 All civil works required to replace the existing roofs on the original 1960 Hurst Pumping Station and 1993 building addition, including:
- (a) removal of the existing roofing system and roof divider to the existing steel deck;
 - (b) installation of tapered roof insulation to provide positive roof drainage at a minimum of 1% slope;
 - (c) addition of vertical height to the parapet as necessary to accommodate the new roofing elevation;
 - (i) The parapet should be designed to accommodate the future replacement of the building's exterior cladding;
 - (d) waterproofing with a new two-ply Styrene Butadiene Styrene (SBS) roof system;
 - (e) removal of the existing roof top insulated mechanical ducts and replacement upon completion of repairs;
 - (i) Temporary relocation of Air Handling Units (AHUs) to grade during re-roofing. Note that at least one (1) AHU is required to be operational between May 15 and October 15;
 - (f) installation of new roof drains;
 - (i) Determine the number and location of roof drains required to ensure adequate roof drainage;
 - (g) installation of downspouts on the stair enclosure and main entrance vestibule scuppers;
 - (h) installation of splash pads at each downspout; and
 - (i) installation of safety guardrails along access paths to rooftop mechanical units.
 - (i) The guardrails shall be compliant with the latest revision of the Manitoba Workplace Safety and Health Regulation and the Manitoba Building Code.
- D9.4.2 All civil works needed to mitigate the sloughing of soil and water infiltration into the crawlspace beneath the Hurst Pumping Station chlorine room, including:
- (a) installation of structural steel to support exterior soil pressure;
 - (b) installation of weeping tile and sump pump system to mitigate water infiltration; and
 - (c) removal of non-acceptable soil and re-grading of existing soil in the crawlspace.
- D9.4.3 The remediation of surface drainage problems around the Hurst Pumping Station, including:
- (a) grading to direct surface water away from the building; and
 - (b) the repair of voids around the base of the building.
- D9.4.4 The remediation of the fire hazard posed by the interior cork insulation and bituminous adhesive within the Hurst Pumping Station, including:
- (a) a recommendation on whether the cork should be removed or encapsulated; and
 - (b) selection of any replacement materials or encapsulation materials to be used.
 - (i) For the purpose of bidding on the Request for Proposal, assume that the cork insulation and adhesive will be removed and a replacement material will be required.
- D9.4.5 The remediation of asbestos ceiling tiles within the Hurst Pumping Station, including:
- (a) removal of the existing asbestos ceiling tiles; and
 - (b) selection of an appropriate replacement material.

- D9.4.6 Localized repairs to the Hurst Pumping Station's exterior pre-cast concrete cladding, including:
- (a) inspection of the exterior cladding to determine the extent of repairs required; and
 - (b) selection of an appropriate repair method.
- D9.4.7 Installation of a new safety guardrail on the interior mezzanine level of the pumping station.
- (a) The guardrail shall be compliant with the latest revision of the Manitoba Workplace Safety and Health Regulation and the Manitoba Building Code.
- D9.4.8 All civil works required to install backflow protection for the Hurst Drainage Building, including:
- (a) provision of a recommendation as to whether backflow protection can be achieved through modifications to the existing structure;
 - (b) provision of a design for either:
 - (i) modifications to the Drainage Building if backflow protection can be achieved this method; or
 - (ii) a separate valve chamber on the 600mm discharge line including flap gate and sluice gate
 - (c) installation of a high level alarm in the Drainage Building wet well
 - (i) the City will supply and install a wireless data transmitter and receiver to allow the device to communicate with the Water & Waste Department SCADA system.
 - (d) Note that the Drainage Building is required to pump reservoir leakage and land drainage from the reservoir weeping tile/drainage system. Temporary pumping will be required if the Drainage Building is to be taken out of service during construction.
 - (e) For the purpose of bidding on the Request for Proposal, assume that the option listed in D9.4.8(b)(i) will be the preferred option.
- D9.4.9 All civil works required to ensure water discharged from the Hurst Drainage Building is adequately dechlorinated, including:
- (a) installation of an 8 GPH dechlorination chemical dosing pump;
 - (b) installation of a level sensor in the dechlorination chemical batching tank;
 - (i) the City will supply and install a wireless data transmitter and receiver to allow the device to communicate with the Water & Waste Department SCADA system.
 - (c) modifications to the existing water sampling system.
- D9.4.10 All civil works required to provide adequate ventilation and dehumidification in the Hurst Drainage Building, including:
- (a) installation of a dehumidifier capable of removing 1.6 kg/hr of moisture; and
 - (b) installation of an exhaust fan with minimum air flow of 44.4 L/s.
- D9.4.11 Upgrades to the Hurst Pumping Station chlorine room, including:
- (a) installation of an egress door with panic hardware and viewing window;
 - (b) sealing all wall and floor penetrations;
 - (c) inspection of the emergency exhaust system components; and
 - (d) relocation of the emergency exhaust fan and light switches to outside of egress doors.
- D9.5 Loading Assessment
- (a) Review and assess the buried infrastructure in the vicinity of the Work to determine whether any restrictions are required in terms of equipment loading and/or construction methodology. This infrastructure includes, but is not limited to:

- (i) reservoir yard piping;
 - (ii) valve chambers;
 - (iii) Hurst Pumping Station discharge piping; and
 - (iv) feeder mains.
- (b) Summarize the results of the loading assessment in a technical memorandum addressed to the Project Manager.
- (c) Include any required load restrictions in the construction bid opportunity.

D9.6 Permits

- (a) Identify all permits necessary for construction.
- (b) 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.

D9.7 Bid Opportunity Preparation

D9.7.1 Prepare a 66% design draft bid opportunity package for all aspects of the Work listed in D9.4, including detailed construction drawings and technical specifications.

- (a) Submit one (1) electronic copy of the 66% design draft bid opportunity package for City review;
 - (i) the electronic copy of the draft bid opportunity and technical specifications shall be submitted in Microsoft Word format; and
 - (ii) the electronic copy of the draft drawings shall be submitted in PDF format.
- (b) Allow a minimum of three (3) weeks for the City to review the 66% design draft bid opportunity package.
- (c) Conduct a meeting to review the City's comments on the 66% design draft bid opportunity.
- (d) Incorporate all City comments into a 99% design draft bid opportunity package.

D9.7.2 Prepare a 99% design draft bid opportunity package for all aspects of the Work listed in D9.4, including detailed construction drawings and technical specifications.

- (a) Submit one (1) electronic copy of the 99% design draft bid opportunity package for City review;
 - (i) the electronic copy of the draft bid opportunity and technical specifications shall be submitted in Microsoft Word format; and
 - (ii) the electronic copy of the draft drawings shall be submitted in PDF format.
- (b) Allow a minimum of three (3) weeks for the City to review the 99% design draft bid opportunity package.
- (c) Conduct a meeting to review the City's comments on the 99% design draft bid opportunity.
- (d) Incorporate all City comments into the final bid opportunity package.

D9.7.3 All construction drawings are to have a Water & Waste Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos, telephone 204-986-7636.

D9.7.4 Prepare and submit a Class 1 cost estimate for construction of the Works.

- (a) The cost estimate shall be completed using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>
- (b) The Class 1 cost estimate is a prerequisite to issuing the bid opportunity.

- D9.8 Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes package”, including detailed engineering calculations, drawings, and criteria employed in the design(s).
- D9.9 Procurement
- D9.9.1 Arrange for advertisement of the bid opportunity with the City’s Materials Management Division.
- D9.9.2 Submit one (1) electronic copy of the final bid opportunity package in a PDF format acceptable to the Materials Management Division.
- D9.9.3 Provide appropriate response to bidders and advice to the City during the bid opportunity posting period.
- D9.9.4 Issue addenda to the bid opportunity, as required.
- D9.9.5 Arrange for and attend bidder’s site visit(s).
- D9.9.6 Evaluate the bids received and recommend an award of contract.

D10. NON-RESIDENT SERVICES

- D10.1 Administer the construction contract.
- D10.2 Use the appropriate City templates throughout the course of the Project. Upon Project award, the City will supply the Consultant with the following City templates to be used during the project:
- (a) pre-construction meeting agenda and meeting minutes;
 - (b) proposed change notice;
 - (c) proposed change notice log;
 - (d) request for information (RFI);
 - (e) RFI log;
 - (f) field instruction;
 - (g) field instruction log;
 - (h) change control log;
 - (i) change in scope of service;
 - (j) change work order;
 - (k) decision log;
 - (l) daily construction report;
 - (m) inspection report;
 - (n) meeting minutes;
 - (o) site meeting minutes;
 - (p) project status report;
 - (q) Certificate of Substantial Performance;
 - (r) Certificate of Total Performance; and
 - (s) Certificate of Acceptance.
- D10.3 Conduct a pre-construction meeting and provide minutes.
- D10.4 Prior to construction, prepare and submit a written and photographic record of the physical condition of the Work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.

- D10.5 Provide five (5) complete sets of Tender Documents including addenda and drawings to the contractor.
- D10.6 Review and accept contractor submittals (ie shop drawings, safe work plan, etc) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
- D10.7 Review and report to the City on laboratory, shop, and other test results conducted upon materials and/or equipment.
- D10.8 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D10.9 Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the consultant, immediately following receipt or dispatch by the consultant.
- D10.10 Coordinate and prepare proposed change notices (PCN's) regarding the contractor scope of work as required. This may include the preparation of specifications and drawings for the PCN.
- D10.11 Review and respond to contractor RFIs in a timely manner.
- D10.12 Prepare contractor site instructions/clarifications/directives as required.
- D10.13 Interpret technical aspects of contract as requested by the City.
- D10.14 Coordinate regular construction review meetings. The meetings shall include representatives of the City and the contractor. The meetings shall be used to update the City on the status of construction, and to discuss any other construction related issues.
 - (a) The typical frequency of meetings shall be weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
 - (b) Prepare and distribute meeting minutes within two (2) Business Days. Update the meeting minutes with corrections from other parties.
- D10.15 Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications.
- D10.16 Review and reconcile extra work claims submitted by the contractor and make recommendations to the Department for payment; if any.
- D10.17 Coordinate and lead a comprehensive, detailed inspection prior to Substantial Performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D10.18 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.
- D10.19 Coordinate and lead a comprehensive, detailed inspection prior to Total Performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D10.20 Make a recommendation to the Project Manager when the contractor has achieved Total Performance and upon approval, prepare and issue a Certificate of Total Performance.

D11. RESIDENT SERVICES

- D11.1 Provide full time inspection services when the contractor is on-site to ensure that the construction conforms to the design drawings and specifications.
- D11.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.

- D11.3 Provide a weekly construction report during the course of construction. The weekly construction report shall include, but not be limited to:
- (a) working days and days lost due to inclement weather during the course of construction; and
 - (b) written and photographic records of the construction, including construction progress;
 - (i) Provide a brief description of each photograph.
- D11.4 Keep a continuous record of project activities including but not limited to weekly reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D11.5 Witness quality control procedures implemented by the contractor.
- D11.6 Arrange for and carry out testing of materials utilized by the contractor.
- (a) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Project Manager, will be reimbursed as an Allowable Disbursement.
 - (b) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
 - (c) Costs shall be substantiated by the provision of suitable documentation.
- D11.7 Prepare, update, maintain and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the contractor.

D12. COMMISSIONING

- D12.1 The Consultant is fully responsible for the planning and leadership of the overall commissioning activities. While the contractor and the City may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning works in coordination with the contractor's schedule.
- D12.2 Project Commissioning Plan
- (a) Prepare a project commissioning plan to detail the commissioning processes, roles and responsibilities, commissioning specifications and objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the project.
 - (i) Identify all work items requiring commissioning.
 - (ii) Clearly indicate the tasks required and the party responsible for each task.
 - (iii) Include all disciplines and coordination between the disciplines.
 - (iv) Include all pre-commissioning requirements.
 - (b) Ensure the integration of contractor commissioning requirements into the bid opportunity package described in D9.7
- D12.3 Commissioning Services
- (a) Provide comprehensive leadership during the commissioning of the works. The Consultant has the responsibility to ensure that all commissioning activities are carried out to ensure all equipment is fully operational upon completion of the project.
 - (b) Consult with and advise the City during the course of commissioning
 - (c) Coordinate with City operations personnel as required. Ensure that City operations personnel are always aware of the current commissioning status and any upcoming operational requirements or impacts.
 - (d) Monitor commissioning activities, witness and certify the accuracy of the reported results.
 - (e) Sign off on all commissioning records.

- (f) Compile and hand over to the City all commissioning documentation, including but not limited to:
 - (i) commissioning plans and procedures;
 - (ii) evidence of commissioning verification;
 - (iii) deficiency reports and corrective actions taken;
 - (iv) training material and records; and
 - (v) other commissioning documents.

D13. AS-BUILT DRAWINGS

- D13.1 Prepare and submit draft as-built drawings within one (1) month of Total Performance.
 - (a) Submit one (1) electronic PDF copy of the draft As-Built Drawings for City review.
- D13.2 Upon receipt of City review comments submit one (1) set of size A1 Mylar and one (1) electronic copy of PDF and AutoCAD files of the final as-built drawings.
- D13.3 As-built drawings shall include contractor markups, contract change orders, RFI's, and Consultant markups from inspections of the work.
- D13.4 As built drawings shall adhere to the General Requirements for Drawings as stated in D6.

D14. POST CONSTRUCTION SERVICES

- D14.1 Confirm and ensure complete turnover of project documents (shop drawings, as-built drawings, O&M manuals, design notes and calculations etc.) to the City by the contractor and verify that the documents are in conformance with the construction contract.
- D14.2 Provide a Final Construction Report to the City within 3 months of Substantial Performance. The Final Construction Report shall include the following:
 - (a) A brief summary of the project (three (3) to five (5) pages), including:
 - (i) services accomplished, including the initial and final scope of the Project;
 - (ii) issues encountered during the Project and the resolutions achieved;
 - (iii) final or projected final contract cost.
 - (b) Appendices, including:
 - (i) photographs – typical pre-construction, during construction, and post-construction photographs;
 - (ii) cost summary;
 - (iii) tabulation of tenders;
 - (iv) change orders;
 - (v) summary of progress payments;
 - (vi) final Contract schedule;
 - (vii) subcontractor list;
 - (viii) daily or weekly reports;
 - (ix) meeting minutes;
 - (x) shop drawings/submittals;
 - (xi) field instructions;
 - (xii) contractor RFI's & responses;
 - (xiii) material test reports;
 - (xiv) warranty information;
 - (xv) commissioning documentation;
 - (xvi) certificates of Substantial & Total Performance;and
 - (xvii) as-built drawings.

- D14.2.1 The consultant shall submit three (3) paper copies and one (1) electronic PDF copy of the Final Construction Report.
- D14.3 Provide one (1) year warranty services tied to the date of Total Performance. The warranty services shall include but are not limited to the following:
- (a) provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the contractor appropriate notice to correct the deficiencies;
 - (b) determination if corrective work is part of contractor's warranty;
 - (c) liaison and coordination with the contractor to repair defective work;
 - (d) conduction of the inspection and approval of warranty work;
 - (e) issuance of instructions for correction of deficiencies;
 - (f) review of updates to O&M manuals and resolve deficiencies;
 - (g) respond to requests of the City related to the Project;
 - (h) provision of a detailed inspection of the Project with the Contractor and the City prior to the end of the warranty period and provide to the City in written form associated itemized deficiency list or appropriate recommendation of acceptance of the construction contract work.
- D14.4 Coordinate with the installation contractor and equipment supplier to provide an on-site training session to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.
- D14.5 Coordinate with the installation contractor and equipment supplier to provide three (3) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices

D15. SITE SECURITY

- D15.1 Each individual proposed to perform Work under this Contract and within the Hurst Pumping Station shall be required to obtain security clearances as described in PART E - Security Clearance.
- D15.2 The Consultant will be issued keys for access to the Pumping Station under the following conditions:
- (a) The Consultant shall provide the name and contact information for the person in charge and responsible for the key;
 - (b) The Consultant is to coordinate with the City of Winnipeg on the number of keys that will be required;
 - (c) A ten thousand dollar (\$10,000.00) deposit will be held back once the keys are issued to the consultant;
 - (d) The Consultant is to return all keys prior to Total Performance. On ruterun of all keys, including damaged keys, the ten thousand dollar (\$10,000.00) deposit will be released; and
 - (e) The Consultant is to immediately report any lost keys and return any damaged or non-functioning keys for replacement.
- D15.3 Additional protocols for accessing the site will be provided at the project kick-off meeting.

D16. AUTHORITY TO CARRY ON BUSINESS

- D16.1 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.

D17. SAFE WORK PLAN

D17.1 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.

D17.2 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>

D18. INSURANCE

D18.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D18.2 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 \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate.

D18.2.1 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.

D18.3 The policies required in D18.2(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.

D18.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D18.2(a) and D18.2(c).

- D18.5 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 D18.8.
- D18.6 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.
- D18.7 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.
- D18.8 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

D19. COMMENCEMENT

- D19.1 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.
- D19.2 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 D15;
 - (ii) evidence of the insurance specified in D18;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D19.3 The City intends to award this Contract by April 1, 2019.

D20. CRITICAL STAGES

- D20.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the 66 % draft bid opportunity package shall be no later than July 2, 2019;
 - (b) Submission of the 99 % draft bid opportunity package shall be no later than August 30, 2019; and
 - (c) Posting of the bid opportunity to the City's Materials Management website shall occur no later than September 30, 2019;
- D20.2 The Consultant shall create bid opportunity documents to target:
- (a) Substantial Completion to be reached by September 30, 2020;
 - (b) Total Completion to be reached by October 31, 2020; and
 - (c) End of warranty period shall be one year after Total Completion.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under this Contract and within the Hurst Pumping Station shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- E1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
 - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912.

- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the contractor shall supply the Project Manager with a Police Information Check and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in E1.1

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

1 INTRODUCTION

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

2 ADVISORY SERVICES

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

3 PRELIMINARY DESIGN

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

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

4 DETAILED DESIGN

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

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

5 CONTRACT ADMINISTRATION SERVICES

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

NON-RESIDENT SERVICES

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

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

RESIDENT SERVICES

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

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

6 ADDITIONAL SERVICES

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

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

APPENDIX B – RELEVANT DOCUMENTS

The following documents are available electronically by request to the project manager:

1	Hurst Pumping Station Structural Repairs – Preliminary Design	
	Author: AECOM	Preliminary Design Report for Structural Repairs to Hurst Pumping Station
Published: 2012		
2	Hurst Pumping Station Roof Top Equipment Relocation	
	Author: AECOM	The report presents two options for specific roof top equipment relocation methods in order to accommodate installation of a new roof system at Hurst Pumping Station
Published: 2014		
3	Hurst Drainage Station – Feasibility Report	
	Author: WSP	Preliminary Design Report for backflow protection and dechlorination upgrades at the Hurst Drainage Building
Published: 2017		
4	O&M Manual for Hurst Dewatering Station Dechlorination System	
	Author: WWD	Operations & Maintenance Manual for the dechlorination system in the Hurst Drainage Building
Published: 2010		
5	Asbestos Reassessment – W.D. Hurst Pumping Station	
	Author: Pinchin Environmental	Reassessment of previously identified asbestos in Hurst Pumping Station to evaluate its condition and develop corrective action plans.
Published: 2018		
6	Hurst Pumping Station Re-Roofing	
	Author: WWD	Specification for 1994 re-roofing of Hurst Pumping Station
Published: 1994		
7	Short Term Recommendations for Gas Chlorine Facilities	
	Author: Dillon Consulting Ltd.	Short term recommendations to address Health & Safety Issues at the regional pumping stations. Only the section on Hurst Pumping station is relevant to this assignment.
Published: 2018		
8	The City of Winnipeg Water & Waste Department Electrical Design Guide	
9	The City of Winnipeg Water & Waste Department Equipment Identification Standard	

The following reference drawings are available in PDF format by request to the Project Manager:

Hurst Pumping Station:

<u>Drawing Number</u>	<u>Drawing Name/Title</u>
WH5622-03	Wilkes Ave Pumping Station – Floor Plans and Schedules
WH5622-04	Wilkes Ave Pumping Station – Building Elevations
WH5622-05	Wilkes Ave Pumping Station – Building Sections
WH5622-06	Wilkes Ave Pumping Station – Wall Sections
WH5622-10	Wilkes Ave Pumping Station – Reinforced Concrete Details
WH5622-11	Wilkes Ave Pumping Station – Roof Framing Plan
HURST-25	Expansion to Hurst Pumping Station – Site Plan
HURST-27	Expansion to Hurst Pumping Station – Main Floor Plan & Details
HURST-28	Expansion to Hurst Pumping Station – Building Sections, Wall Sections
HURST-29	Expansion to Hurst Pumping Station – Building Elevations & Details
HURST-30	Expansion to Hurst Pumping Station – Main Floor and Roof Framing Plans
HURST-31	Expansion to Hurst Pumping Station – Sections and Details
HURST-32	Expansion to Hurst Pumping Station – Sections and Details
HURST-33	Expansion to Hurst Pumping Station – General Structural Notes
HURST-64	Hurst Pumping Station Re-Roofing Details
HURST-71	Hurst Pumping Station Pumphouse Roof Structural Additions

Hurst Drainage Building

<u>Drawing Number</u>	<u>Drawing Name/Title</u>
WH5621-4	Wilkes Ave Reservoirs - Drainage Sewer Details
WH5621-6	Wilkes Ave Reservoirs - Lift Station Details
WH5622-25	Wilkes Ave Pumping Station – Lift Station & Valve Pit 'B' Superstructure Details
WIL-35	Wilkes Ave Reservoir Reconstruction – Floor Drain Piping Misc Details