



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 499-2012**

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE DESIGN OF A  
WATER TREATMENT RESEARCH AND PROCESS OPTIMIZATION FACILITY**

**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 PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE DESIGN OF A WATER TREATMENT RESEARCH AND PROCESS OPTIMIZATION FACILITY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 18, 2012.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

B4.1 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.

B4.2 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.

## **B5. ADDENDA**

- B5.1 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.
- B5.2 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Past Performance of Proponent and Subconsultants (Section E) in accordance with B11;
  - (d) Project Understanding and Methodology (Section F) in accordance with B12; and
  - (e) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1, 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.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and eight (8) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. 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.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

B8.1 The Proponent shall complete Form B: Fees, making all required entries and summarizing all Fees for the Scope of Services.

- B8.2 Proposals shall **also** include detailed description of Fees that are summarized in Form B: Fees.
- B8.3 Details shall include
- (a) number of hours by work activity for each person identified in B10.2;
  - (b) Total number of hours by each phase and sub-phase of work for each person identified in B10.2 ;
  - (c) hourly rates;
  - (d) work activities and costs; and
  - (e) total cost for each phase and sub-phase identified in Sections D7 to D13.
- B8.4 Increases to hourly rates due to annual cost of living shall be included in the Fees.
- B8.5 The City will only consider adjustments to Fees based on increases or decreases to the Scope of Services.
- (a) The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.6 Fee Proposals shall conform to the “Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM) - Guide for the Engagement of a Consulting Professional Engineer”, January 2008.
- B8.7 Fees shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B8.7.1 Overhead head costs indicated in C1.1(b) or disbursements typically referred to as type 1 disbursements or general expenses shall be factored into the hourly rates.
- (a) Such disbursements or overhead costs shall not be described or indicated separately in the proposal.
- B8.8 The City will take possession of all non-consumable disbursement items either during the course of the Project or at Project completion and to this end an inventory of these items including their disposition shall be prepared and maintained. As this assignment may require the loaning of City records in original form, an inventory of these items shall be prepared and maintained.
- B8.9 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**
- B9.1 Proposals should include three projects of similar size and complexity with details demonstrating the history and experience of the Proponent and Subconsultants in providing
- (a) preliminary and detailed design including
    - (i) water treatment processes;
    - (ii) control systems;
    - (iii) development of PLC logic; and
    - (iv) Communications network.
  - (b) construction inspection;
  - (c) contract administration; and
  - (d) commissioning services.
- B9.1.1 Projects shall be associated with water treatment pilot plants and/ or water treatment plants as it relates to the scope of work specified in D6.

B9.2 For each project listed in B9.1, the Proponent should submit:

- (a) name of the project;
- (b) description of project;
- (c) role of the consultant;
- (d) date of assignment;
- (e) project owner;
- (f) project's original contracted construction cost and final construction cost;
- (g) design and construction schedule (project start and finish dates and duration); and
- (h) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 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.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of all the Key Personnel assigned to the Project.

- (a) Include the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers.
- (b) Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer.
- (c) Identify roles of each of the Key Personnel in the organizational chart referred to in B10.1.1.
- (d) Identify the key personnel or Subconsultant carrying out the development and commissioning of the control system PLC logic for the Water Treatment Research and Process Optimization Facility.

B10.2.1 The experience of the key personnel shall be relevant to the scope of services indicated in D6.

B10.2.2 Proponents shall not substitute names of key personnel without the written permission from the Project Manager.

**B11. PAST PERFORMANCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)**

B11.1 Proposal should include a list of three recent or ongoing projects for each key personnel identified in B10 in which they have played a primary role. The projects shall be related to the scope of work specified in D6 as it relates to water treatment pilot plants and / or water treatment plants.

B11.2 If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) name of the project;
- (b) description of project;
- (c) role of the key personnel;

- (d) date of assignment;
- (e) project owner; and
- (f) reference information (two current names with telephone numbers per project).

B11.3 Utilizing the information requested in Section B11.1, but not limited to this information, the Proponent will be rated by the Project owner identified in B11.1 or B11.2 on the following criteria:

- (a) adherence to Project Budget;
- (b) adherence to Project Schedule;
- (c) quality of work; and
- (d) overall satisfaction with the Proponent.

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. The methods should include:

- (a) job function for each person or group of people identified;
- (b) activities to be performed outside the City of Winnipeg either by the Proponent's staff or by Subconsultants. Identify proposed arrangements involving out-of-town staff to participate in coordination and review functions;
- (c) describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project; and
- (d) Proponents are encouraged to identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the Project.

B12.2 Proposals should address:

- (a) the Methodology that the Proponent intends to use to carry out the Scope of Services;
  - (i) Methodology should be presented in accordance with the Scope of Services identified in D6; and
  - (ii) include the number of hours assigned to each work activity and phase per key personnel.
- (b) the team's understanding of the broad functional and technical requirements by
  - (i) clearly identifying and explaining work activities;
  - (ii) stating assumptions and interpretations of the Scope of Services;
  - (iii) stating the Proponents' understanding of the constraints that will affect the work;
  - (iv) indicating activities and services to be provided by the City; and
  - (v) stating other information that conveys the Proponent's understanding of the Project requirements.

## **B13. PROJECT SCHEDULE (SECTION G)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software.

B13.1.1 The schedule should be detailed and practical. It should address each requirement and phase of the Scope of Services.

B13.2 The schedule should include:

- (a) work breakdown structure;
- (b) resource assignments (key designers);

- (c) durations (daily timescale);
- (d) milestone dates or events;
- (e) Submission dates for required deliverables. A minimum of three weeks should be allowed for anticipated approval processes by the City;
- (f) critical stages indicated in D18;
- (g) project meetings ( allow for adequate number of meetings for each phase of work); and
- (h) submission of monthly progress reports.

## **B14. QUALIFICATION**

B14.1 The Proponent shall:

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

B14.2 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>

B14.3 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, construction inspection, contract administration and commissioning services for water treatment pilot plants and/ or water treatment plants; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) provide proof satisfactory to the Project Manager the Security Clearances as identified in Appendix A.

B14.4 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.

B14.5 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.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 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.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 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 B14:                                 | (pass/fail) |
| (c) Fees (Section B);  | 40%         |
| (d) Experience of Proponent and Subconsultants (Section C);  | 5%          |
| (e) Experience of Key Personnel Assigned to the Project (Section D);   | 15%         |
| (f) Past Performance of Proponent and Subconsultants (Section E);  | 10%         |
| (g) Project Understanding and Methodology (Section F); and   | 25%         |
| (h) Project Schedule (Section G).  | 5%          |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B9 including, but not limited to the following criteria:
- |  |
|--|
| (a) ability of Proponent to complete the job; and  |
| (b) similarity of the Proponents past projects to the design, contract administration, contract inspection, commissioning, and control system design including development of PLC logic for water treatment pilot plants and/ or water treatment plants. |
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the information provided in response to B10, 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 to design, contract administration, contract inspection, commissioning, and control system design including development of PLC logic for water treatment pilot plants and/ or water treatment plants; and
  - (c) appropriateness of approach to overall team formation and coordination of team members.
- B20.7 Further to B20.1(f), Past Performance of Proponent and Subconsultants will be evaluated considering the information provided in response to B11 including, but not limited to the following criteria
- (a) adherence to Project Budget;
  - (b) adherence to Project Schedule;
  - (c) quality of work; and
  - (d) overall satisfaction with the Proponent.
- B20.8 Further to B20.1(g) 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;
  - (c) appropriateness of hours assigned to individual tasks and per person;
  - (d) the Proponent's understanding of the project and its constraints; and
  - (e) demonstration of insight beyond the information that was presented in this Request for Proposal.
- B20.9 Further to B20.1(h), 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;
  - (b) the appropriateness of the timelines provided; and
  - (c) incorporation of critical stages as stated in D18.
- B20.10 Notwithstanding B20.1(d) to B20.1(h), where Proponents fail to provide complete responses to B6.2(a) to B 6.2(e), the score of zero will be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.

- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 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.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Remi Adedapo, M.A.Sc., P.Eng.

Email: [radedapo@winnipeg.ca](mailto:radedapo@winnipeg.ca)

Telephone No. 204 986-5496

Facsimile No. 204 224-0032

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

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

D2.4 Proposal Submissions must be submitted to the address in B6.10.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "DAF" means Dissolved Air Flotation.
- (b) "DBPS" means Deacon Booster Pumping Station.
- (c) "DCFF" means Deacon Chemical Feed Facility.
- (d) "HMI" means Human Machine Interface.
- (e) "PLC" means "Programmable Logic Controller.
- (f) "UV" means Ultraviolet.
- (g) "UVT" means Ultraviolet Transmittance.
- (h) "WDWTP" means Winnipeg Drinking Water Treatment Plant.
- (i) "WTRPO" means Water Treatment Research and Process Optimization.

#### **D4. BACKGROUND**

D4.1 Professional engineering consulting services are required to design a Water Treatment Research and Process Optimization Facility in the Winnipeg's Drinking Water Treatment Plant.

D4.2 The Facility will be used for

- (a) simulating the existing processes in the WDWTP, DBPS and DCFF;
- (b) testing alternative chemicals and optimizing existing chemical usage;
- (c) testing of potential improvements to the water treatment plant unit processes;
- (d) testing and monitoring of corrosion control;
- (e) evaluating filter and adsorption media;

- (f) testing alternative and emerging treatment processes that could be beneficial;
- (g) training and process optimization; and
- (h) education and research.

- D4.3 The Facility will be a scalable enhanced baseline of Winnipeg's Drinking Water Treatment processes. The Facility shall include provision for adding alternative treatment train(s) and monitoring stations / pipe loops to mimic the distribution system.
- D4.4 The City of Winnipeg drinking water treatment process baseline consist of enhanced coagulation, high-rate dissolved air flotation, ozone, biologically activated carbon filtration, chlorination, pH adjustment, ultraviolet disinfection, fluoridation, and corrosion control. A pictorial schematic drawing of Winnipeg's water treatment processes are shown in Figure 1 of Appendix B.
- D4.5 There is a dedicated room in the WDWTP building for the construction of WTRPO Facility. The dimension of the dedicated area for the Facility is 31.6m x 13m. Located within the room is a lab for bench testing and water analysis. Figure 2 of Appendix B shows an architectural floor plan of the room in which the WTRPO Facility will be located.
- D4.6 A mezzanine will be located at an elevation 245.00m within the room dedicated for the WTRPO Facility. Figure 3 of Appendix B shows the proposed location of the mezzanine area.

## **D5. CITY RESPONSIBILITIES**

- D5.1 The City will provide the Consultant with available existing data, drawings and reports necessary to complete the work.
- D5.2 The Water and Waste Department will construct and commission the WTRPO Facility, including the development of the WTRPO control system HMI with the exception of the
- (a) mezzanine;
  - (b) development and the commissioning of the WTRPO control system PLC logic;
  - (c) installation, termination and calibration of all instrumentation for the WTRPO Facility; and
  - (d) termination and performance verification for the WTRPO control system communications network.
- D5.2.1 After the award of the professional engineering consulting services for this project, but prior to the commencement of the detailed design and commissioning for the development of the WTRPO control system PLC logic, the detailed design and commissioning for this aspect of work may be deleted from the contract subject to the City's availability to carry out this aspect of the work
- D5.2.2 After the award of the professional engineering consulting services for this project, but prior to the commencement of the contract administration for the
- (a) mezzanine;
  - (b) termination, installation and calibration of all WTRPO Facility instrumentation ; and
  - (c) termination and performance verification for the WTRPO control system communications network.
- parts of the contract administration phase of work listed in D5.2.3(a), D5.2.3(b), and D5.2.3(c) may be deleted from the contract. The deletion of parts of the contract administration phase of work is subject to
- (i) the design of the mezzanine and the City's availability to carry out the installation of the mezzanine ;
  - (ii) the City's availability to carry out the termination, installation and calibration of all instrumentation; and

- (iii) the design of the WTRPO control system communications network and the City's availability to carry out the termination and performance verification for the WTRPO control system communications network.

D5.2.3 The City will commission the WTRPO control system PLC logic, instrumentation and communications network if carried out by the City.

D5.3 It is anticipated that the WTRPO Facility will be constructed between September 2013 and May 2014.

D5.4 The Water and Waste Department will prepare all documents relating to the procurement of equipment and materials for constructing the WTRPO Facility with the exception of the mezzanine area.

D5.4.1 The exclusion of the mezzanine is subject to the design of the mezzanine.

## **D6. SCOPE OF SERVICES**

D6.1 Unless otherwise stated, Appendix C – 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 Preliminary Design, Detailed Design and Contract Administration.

D6.2 In consultation with the Water and Waste Department, the consultant shall design the WTRPO Facility according to the Scope of Services. The Services required under this Contract shall consist of the following phases and as outlined in D7 to D13:

- (a) Project Management;
- (b) Preliminary Design;
- (c) Detailed Design;
- (d) Contract Administration;
- (e) Construction Inspection;
- (f) Commissioning; and
- (g) As-built Drawings.

D6.3 Notwithstanding D6.1, Section 1.2 of Appendix C shall apply to Project Management Construction Inspection, Commissioning and As-built Drawings phases of the Scope of Services.

## **D7. PROJECT MANAGEMENT**

D7.1 Plan, organize, secure, and manage resources to complete the phases outlined in D8 to D13

D7.2 Coordinate project meetings, and distribute minutes. The meetings shall be used to update the City on the status of the project, and obtain clarifications on the project.

- (a) If PowerPoint slides are used at the meetings, copies of the slides must accompany the minutes.

D7.3 Carry out other project management activities as required

D7.4 Deliverables for this phase of the work are as follows:

D7.4.1 A project management plan for managing the design of the WTRPO Facility project.

- (a) The plan shall be submitted on or before the kick off meeting.
- (b) The plan shall include but not be limited to:
  - (i) The schedule submitted under B13. Proponent should note that:

- ◆ Progress meetings shall be scheduled when pre-defined milestone are achieved and upon completion of major deliverables defined in D8 to D13;
  - ◆ The successful Consultant may be required to make changes to their schedule.
  - ◆ The reviewed and approved schedule shall not change during the course of the project.
  - ◆ If the Consultant is behind schedule, they shall find ways of making up for lost time without affecting the schedule.
- (ii) Schedule management – how the successful Consultant intends to submit deliverables in a timely fashion.
  - (iii) Cost management – how the successful Consultant intends to complete the Project on budget.
  - (iv) Change control process.
  - (v) Quality assurance and quality control of deliverables.
  - (vi) Communication plan.

D7.4.2 Monthly project report - The reports shall consists of the following:

- (a) maximum of 2 pages;
- (b) work carried out in the previous month;
- (c) work in progress;
- (d) work anticipated for the following month;
- (e) percentage completion of the overall project and each phase of work outlined in D8 to D13;
- (f) information request for the following month; and
- (g) issues to date.

## **D8. PRELIMINARY DESIGN**

D8.1 Review relevant drawings and reports associated with WDWTP.

D8.2 Review the feasibility of using standardized monitoring stations described in *Water Distribution System Monitoring – A Practical Approach for Evaluating Drinking Water Quality by Abigail Cantor* and/or pipe loops to monitor corrosion control in the WTRPO Facility.

D8.3 Assist the City in identifying regulatory requirements and assist in working with the regulator where applicable.

D8.4 Confirm that the dedicated floor area for the WTRPO Facility at the WDWTP can structurally withstand the load of the WTRPO Units.

D8.4.1 Design a mezzanine level for accessing and servicing process units such as filter columns

D8.4.2 Design structural supports for components in the Facility.

D8.4.3 Identify other structural components required for the proper functioning of the Facility

D8.5 The WTRPO Facility shall include a small-scale model of the treatment processes in the WDWTP, DBPS and DCFF as stated in Sections D4.3 and D4.4.

D8.5.1 The Facility shall be scalable to the minimum; maximum; variable between minimum and maximum; and future WDWTP flow rates.

D8.5.2 The design shall address

- (a) location of source water for the Facility;
- (b) backflow prevention;

- (c) size of components in the Facility including pumps, tanks, pipes and all related equipment ;
- (d) provision for future testing of alternate and emerging water treatment processes;
- (e) safety management such as ozone monitoring, chemical containment systems and flood control; and
- (f) lighting, power, power outage and uninterrupted power supply for the Facility

D8.5.3 The consultant shall ensure the WTRPO Facility

- (a) includes adequate number of trains and treatment processes and allow for interconnection and isolation of trains;
- (b) consists of options for bypassing and isolating pumps and treatment processes;
- (c) includes options and recommendations for disposal of unused chemicals, handling of backwash waste, dechlorination and disposal of finished water discharge, and separation of solids and handling of waste streams;
- (d) reflects the same raw water temperature as that of the WDWTP;
- (e) includes ports for dosing chemicals and carrying out of water samples complete with drains;
- (f) includes transparent windows in the flocculation /DAF tank for viewing the treatment processes;
- (g) incorporates flexibility in backwash patterns including combination of air scour, low and high rate wash; and
- (h) includes Process Research Solutions Monitoring Stations and/or pipe loops to mimic the distribution system.

D8.6 Develop a control philosophy for the WTRPO Facility.

D8.6.1 The control philosophy shall include instrumentation, control automation levels and degree of control;

D8.6.2 Provide options and recommendations for WTRPO Facility control system PLC hardware. The control system PLC hardware shall be Schneider Electric Modicon PLC based architecture developed with Unity Pro version 4.1 software or higher;

- (a) Provide options and recommendations for the WTRPO control system PLC redundancy

D8.6.3 Provide options and recommendations for the WTRPO control system communications network architecture and hardware.

- (a) This shall include a plan to integrate the WTRPO control system communications network with the WDWTP control system communications network.
- (b) The WTRPO control system communications network architecture and hardware shall be consistent with the existing WDWTP control system communications network for ease of integration of the two networks (i.e. communication protocols, hardware, cabling types etc).

D8.6.4 As a minimum, the strategy shall allow the following parameters, to be measured inline with instrumentation specified to match the WDWTP Instrumentation.

- (a) raw water flow rate, temperature, pH, turbidity;
- (b) flow rate of chemicals dosed (such as pH adjusting agents, coagulant, polymer, disinfectant, fluoride, phosphoric acid, etc.);
- (c) post-DAF temperature, pH, turbidity, UVT;
- (d) dissolved ozone in the contactors, atmospheric ozone in and near the contactors;
- (e) filters in service, filter flow rate, head loss, filter run length, unit filter run volume, backwash frequency, backwash rates, quantity of backwash water used;

- (f) individual filter effluent turbidity and particle count (2-5  $\mu$ , 5-15  $\mu$ , 15-20  $\mu$ , and >50  $\mu$ );
- (g) UV dose, intensity, lamp status and flow rate through UV reactors;
- (h) finished water flow rate, temperature, pH, turbidity, UVT, fluoride, orthophosphate, free and total chlorine; and
- (i) waste stream flow rate.

D8.7 Recommend solutions for managing the WTRPO Facility when not in use.

D8.8 These are the deliverables associated with this phase of work

- (a) A minimum of two (2) technical memorandums.
- (b) Draft and final preliminary design report detailing options and recommendations for items in D8.1 to D8.7.
  - (i) Submit the draft report electronically in Microsoft Word and PDF.
  - (ii) Submit nine (9) copies of the final report as follows:
    - ◆ one(1) unbound paper copy
    - ◆ seven (7) bound paper copies
    - ◆ one(1) PDF copy on compact disk

## D9. DETAILED DESIGN

D9.1 The consultant shall proceed into detail design with all aspect of work outlined in D8 after the City approves the preliminary design report.

D9.2 This phase of work shall also include

- (a) support to the City during preparation of bid opportunity documents and review of shop drawings;
- (b) investigating if previous pilot plant materials are reusable;
- (c) applying the City's standard naming convention for the Facility and the equipment. The tag names used for the WTRPO Facility shall not duplicate that of the WDWTP.
- (d) developing the WTRPO control system PLC logic, complete with documentation within the PLC program.
  - (i) This aspect of work may be deleted as indicated in D5.2.1.

D9.3 Deliverables associated with this phase of work are as follows

- (a) detailed material lists complete with costs;
- (b) a User Requirement Specification for the WTRPO Facility control system;
  - (i) The User Requirement Specification shall provide a written explanation of the control philosophy for process equipment as depicted on the process and instrumentation drawings for developing the WTRPO Facility control system PLC logic.
- (c) an I/O Index for the WTRPO Facility control system;
  - (i) The index shall be a sorted index of the control system I/O points shown on the process and instrumentation drawings including details such as tag names, I/O addresses, analog raw and engineering unit ranges, digital states, etc.
- (d) a master instrumentation list
  - (i) The list shall be a sorted index of all WTRPO instrumentation shown on the process and instrumentation drawings including details such as tag names, instrument type and description, model number, calibration details, scaling range etc.
- (e) PLC programming logic complete with detailed documentation within the logic
- (f) seven (7) hardcopies and a PDF copy, of all drawings and technical specifications of design, necessary to construct and effectively control the Facility;

- (i) The drawings, specifications, lists and documentation shall be provided at 66% and 99% of design.
  - (ii) Drawings shall include, but not limited to, structural, architectural, process mechanical, process and instrumentation, hydraulic, electrical, plant communication and network block diagrams, network communication cabinet drawings, network termination wiring diagrams, loop drawings and PLC cabinet drawings including I/O card wiring diagrams
  - (iii) Drawings shall also include an isometric layout of the WTRPO Facility.
- (g) submit ten (10) hardcopies, an AutoCAD and a PDF copy of all final drawings specified in D9.5(e)
- (i) Consultants shall obtain drawing numbers from the City.
  - (ii) Drawings shall be on 11" x 17" size paper. Drawings may be printed on full size paper where appropriate.
- (h) submit ten (10) hardcopies, and a PDF copy of all final technical specifications specified in D9.5(e)

## **D10. CONTRACT ADMINISTRATION**

D10.1 This phase of the work shall apply only to the

- (a) construction of the mezzanine area;
- (b) installation, termination and calibration of all instrumentation in the WTRPO Facility; and
- (c) termination and performance verification for the WTRPO control system communications network.

D10.1.1 These aspects of work may be deleted as indicated in D5.2.2.

D10.2 The consultant shall allow for **full time construction inspection** for this phase of work.

D10.3 Contract Administration Services defined in Appendix C shall apply to this aspect of the phase of work including

- (a) arranging for and attending bidder's site visit(s);
- (b) providing appropriate response to bidders and advice to the City during the bid period;
- (c) conducting a kick-off meeting with the City and Contractor;
- (d) resolving design deficiencies and outstanding warranty issues; and
- (e) providing inspection services during warranty period.

D10.4 The deliverables associated with this phase of work are

- (a) Bid Opportunity (tender and addenda) documents consistent with the standards and guidelines of the City;
- (b) detailed formal construction contract estimate;
- (c) evaluation of bids received. The consultant should have reviewed, analyzed, compared, tabulated and calculated the bids;
- (d) a report that recommends a bidder for contract award. The report shall include
  - (i) reasons for recommending the bidder; and
  - (ii) explanation in the variation between the consultant's construction contract estimate and the recommended bid price.
- (e) Substantial Performance, Total Performance and Acceptance certificates.

## **D11. CONSTRUCTION INSPECTION**

- D11.1 This phase shall include support to the City during the installation of the WTRPO Facility. Support shall include interpretation and clarification of construction drawings and rectifying design deficiencies.
- D11.2 The Consultant shall conduct detailed inspection of the construction of the Facility to ensure that the construction conforms to drawings and specifications.
- D11.2.1 The inspection shall include the following if the City is carrying out the work
- (a) construction of the mezzanine;
  - (b) installation, termination and calibration of all instrumentation; and
  - (c) termination and performance verification for the WTRPO control system communications network.
- D11.3 The Consultant shall allow for a minimum of 15 milestone inspections of the WTRPO Facility.

## **D12. COMMISSIONING**

- D12.1 The consultant shall
- (a) commission the WTRPO control system PLC logic according to the User Requirement Specification;
  - (b) verify that all instruments function with the PLC logic as per the User Requirement Specification; and
  - (c) Commission the WTRPO Facility instrumentation.
- D12.1.1 These aspects of work may be deleted as indicated in D5.2.1
- D12.2 This phase shall also include support to the City when the City commissions the part of the WTRPO Facility that will be constructed by the Water and Waste Department.
- D12.2.1 The consultant shall allow for four (4) site visits when the City commissions the Facility. Progress meetings shall be carried out during these site visits.
- D12.2.2 Support to the City may include
- (a) commissioning of the WTRPO control system PLC logic and instrumentation if the City is carrying out these Works;
  - (b) preparation of component testing, start-up and commissioning protocols;
  - (c) provision of direction for start-up and performance verification;
  - (d) development and management of acceptance testing procedures for all equipment, components, unit processes and overall operations;
  - (e) monitoring and witnessing of plant performance tests;
  - (f) provision of recommended solutions to address any non-conforming test results;
  - (g) provision of formal acceptance of the plant operating status;
  - (h) water quality test plan;
  - (i) experimental plan to compare the Facility with Winnipeg's water treatment processes and a process to rectify errors;
  - (j) water management plan;
  - (k) functional and performance testing;
  - (l) tie-in and shut down requirements;
  - (m) commissioning schedule; and
  - (n) risk management.

### **D13. AS-BUILT DRAWINGS**

- D13.1.1 After the successful commissioning of the WTRPO Facility, the consultant shall forward the following to the City for review:
- (a) eight (8) sets of 11" x 17" size paper as-built drawings; and
  - (b) electronic copies of the drawings in both AutoCAD and PDF
- D13.1.2 Upon approval, the consultant shall forward the following final sets of drawings to the City
- (a) a set of full size mylar drawings;
  - (b) nine (9) sets of 11" x 17" paper copies; and
  - (c) electronic copies of the drawings in both AutoCAD and PDF.

### **D14. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D14.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultant's own use, or for the use of any third party.
- D14.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D14.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D14.4 A Consultant who violates any provision of D14 may be determined to be in breach of Contract.

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

#### **D15. AUTHORITY TO CARRY ON BUSINESS**

- D15.1 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.

#### **D16. INSURANCE**

- D16.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D16.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained

- by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D16.2.1 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.
- D16.3 The policies required in D16.2(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.
- D16.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D16.2(a).
- D16.5 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 D16.10.
- D16.6 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.
- D16.7 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.
- D16.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D16.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D16.8.
- D16.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D17. COMMENCEMENT**

D17.1 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.

D17.2 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 D16;

(b) the Consultant has attended a meeting with the Project Manager

D17.3 The City intends to award this Contract by October 17, 2012.

### **D18. CRITICAL STAGES**

D18.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) final Preliminary Design report submitted by January 30, 2013;
- (b) posting of Bid Opportunity documents for the mezzanine by June 11, 2013;
- (c) final construction drawings submitted by June 24, 2013;
- (d) construction of mezzanine area completed by August 30, 2013; and
- (e) As-built drawings submitted by July 31, 2014.