



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 382-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
WEST END SEWAGE TREATMENT PLANT (WEWPCC) RETURN ACTIVATED SLUDGE
AND FLUSHING WATER PIPE REPLACEMENT PROJECT**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	3

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D4. Background	1
D5. Scope of Services	2
D6. Invoices	7
D7. Ownership of Information, Confidentiality and Non Disclosure	7

Submissions Prior to Start of Services

D8. Authority to Carry on Business	8
D9. Insurance	8

Schedule of Services

D10. Commencement	9
D11. Critical Stages	9

Appendix A – Drawings

Appendix B – Definition of Professional Consultant Services

Appendix C – CD-CP-PL-01 CSMP

Appendix D – PG-PM-TO-08 Sample CSMP

Appendix E – CD-PD-PC-01 HAZOP Procedure

Appendix F – CD-CP-PC-01 CHAIR Procedure

Appendix G – WWD Environmental Preservation and Compliance Statement

Appendix H – WWD Identification Standard

Appendix I – CD-CP-TO-05 Project Documentation Requirement sheet
Appendix J – PG-RM-TO-01 Risk Register draft
Appendix K – CD-PM-PC-01 Contract Administration Manual

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE WEST END SEWAGE TREATMENT PLANT (WEWPCC) RETURN ACTIVATED SLUDGE AND FLUSHING WATER PIPE REPLACEMENT PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 9, 2015.

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 West End Sewage Treatment plant on:

(a) May 26, 2015 at 9:00am;

(b) May 27, 2015 at 1:30 pm.

B3.1.1 Proponents are to meet at the reception area of the WEWPCC located at 7740 Wilkes Avenue.

B3.1.2 Proponents are required to provide their own Personal Protective Equipment (PPE); at a minimum hard hat, safety footwear and safety glasses.

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

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

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

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

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

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

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

B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

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

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

B7. PROPOSAL SUBMISSION

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

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

B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (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 be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

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

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

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

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

B9. FEES (SECTION B)

B9.1 The Proponent shall include and complete Form B: Fees, making all required entries to summarize their Fee proposal for the proposed Services. The Proponent shall be responsible to verify and ensure the correctness of the associated submittals.

B9.1.1 The Form B: Fees comprises of the following tables:

- (a) Fee Summary; and
- (b) Time-Based Fee Breakdown

B9.2 The Proponent shall submit a Fixed Fee for all disciplines necessary, and for the following phases as described in the Scope of Services, for each of the two pipe scopes, and as listed in Form B: Fees:

- (a) Preliminary Design
- (b) Detailed Design and Specification Development
- (c) Procurement Services
- (d) Other Services: Forensic Engineering

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

- (ii) the work activities and deliverables of the proposed Services;
- (iii) the respective number of hours per work activity per task per each proposed individual;
- (iv) name and role of proposed individuals;
- (v) the respective engineering discipline or management function as applicable; and
- (vi) information relating to points (i) to (vi) above shall be presented in a Matrix form that allows easy understanding of their connections, and the associated Form B: Fees summaries shall be issued from a direct traceable compilation of the Matrix input.

B9.3 The Proponent shall submit a Time Based Fee for all disciplines and the following phases as described in the Scope of Services and as listed in Form B: Fees:

- (a) Contract Administration Services; and
- (b) Post-construction services.

B9.3.1 In addition to the Form B: Fees, proposals shall **also** include detailed description of the Time Based Fees for all disciplines according to the Scope of Services. Details shall include as a minimum:

- (i) the work activities of the proposed Services;
- (ii) the respective number of hours per work activity per task per each proposed individual;

- (iii) name and role of proposed individuals;
- (iv) the respective engineering discipline or management function as applicable;
- (v) the applicable hourly rates;
- (vi) the associated disbursements; and
- (vii) information relating to points (i) to (v) above shall be presented in a Matrix form that allows easy understanding of their connections, and the associated Form B: Fees summaries shall be issued from a direct traceable compilation of the Matrix input.

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

B9.4.1 The City will not consider an adjustment to the Fees based on

- (a) Changes in the Project budget or the final total construction cost; and
- (b) Increases to hourly rates;
 - (i) The total fee in the proposal shall not include rate escalations.

B9.4.2 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.5 If the City requires additional services, the rates to be used will be based on the rates provided in the Proponent's proposal.

B9.6 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.

B9.7 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

B9.8 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar 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 construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).
 - (i) References shall have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) References may be used to confirm the information provided in the proposal.

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

B11.3 Experience and Qualification of Key Personnel as described in B11 must clearly demonstrate an understanding of Wastewater treatment plant design and operations. Specifically design of sludge and effluent piping systems and operational constraints of activated sludge plants.

B11.4 Experience and Qualification of Key Personnel undertaking work as outlined in Section D5.9 Other Services: Forensic Engineering, must clearly demonstrate expertise in the field of Corrosion Engineering and Forensic Failure Analysis. Personnel should be Certified by NACE in the field of Corrosion Engineering.

B11.5 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project)
 - (i) References shall have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) References may be used to confirm the information provided in the proposal.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5.

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 project;
- (c) any innovation to be used to perform the services;
- (d) any activities and services to be provided by the City;
- (e) the deliverables of the Project;

(f) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The timing of RAS replacement construction work is a critical element of this project. Construction can only be undertaken from October 1, 2015 to February 29, 2016 inclusive. Substantial Performance of the RAS replacement pipe construction must occur on or before February 29, 2016. In order to meet this timeline, the consultant shall prioritize the completion of the design of the RAS replacement works and Bid-Opportunity for construction before the design for the FW pipe replacement, in order for the RAS Bid-Opportunity to be posted on the Materials Management website no later than August 17, 2015. Proponents shall indicate this in their proposal.

B13.3 The consultant shall note that during the summer months the painting of new pipe is unfavourable due to the sweating of pipe under certain climactic conditions. The consultant shall take this into consideration when preparing the proposed schedule.

B13.4 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes. The schedule shall include the following minimum time periods for each of the RAS and FW scopes of work.

- | | |
|-------------------------------------|------------------|
| (a) Draft Preliminary Design Report | 10 Calendar Days |
| (b) Draft Detailed Design Package | 10 Calendar Days |
| (c) Tender Package Review | 21 Calendar Days |

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) KGS Group

B15. QUALIFICATION

B15.1 The Proponent shall:

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

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

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

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

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

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

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

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

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

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

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

B17. IRREVOCABLE OFFER

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

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

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Proponent and Subconsultants; (Section C) 10%

- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
 - (f) Project Understanding and Methodology (Section E) 10%
 - (g) Project Schedule. (Section F) 20%
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the Fixed Fee components of work and the Time Based components of work as indicated in the Fee Summary Table from Form B: Fees adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by deducting both items 6 and 12 together from Form B: Fees in an attempt to achieve the budgetary provision.
- B21.5 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.11 Notwithstanding B21.1(d) to B21.1(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. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;

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

- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Bronwyn Jones, P.Eng.

Email: bjones@winnipeg.ca

Telephone No. 204 986-8664

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 B7.10

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "BNR" means Biological Nutrient Removal;
- (b) "CHAIR" means Construction Hazard Assessment Implication Review;
- (c) "CSMP" means Consultant Services Management Plan;
- (d) "DMS" means Document Management System
- (e) "FW" means Flushing Water;
- (f) "HAZOP" means Hazard and Operability Study
- (g) "NACE" means National Association of Corrosion Engineers
- (h) "Native Format" means the original format from which a deliverable was generated (e.g. MS Word, MS Excel, AutoCAD, etc.)
- (i) "P&ID" means Process and Instrumentation Diagram;
- (j) "RAS" means Return Activated Sludge;
- (k) "WEWPCC" means West End Sewage Treatment Plant;
- (l) "WSTP" means Winnipeg Sewage Treatment Program consisting of both City and Veolia personnel.

D4. BACKGROUND

D4.1 The West End Sewage Treatment Plant (WEWPCC) was built in 1993 and is located at 7740 Wilkes Avenue. The majority of the Return Activated Sludge (RAS) and Flushing Water (FW) piping systems are original however some sections have been upgraded as required to incorporate plant improvements. Over the past few years, a number of leaks have occurred in both pipe systems. The failure mechanism of the pipes is not known and assumptions are that the pipes have reached the end of their useful life and require replacement.

- D4.2 It is the intention that the RAS and FW replacement works will be delivered through separate construction bid-opportunities in order to meet the desired October 1, 2015 start of construction date for the RAS scope of work.
- D4.3 This project will replace the east and west branches of the RAS pipeline including all isolation and control valves. Existing plant drawings are attached for reference in Appendix A. Each approximately 110 meter branch draws from a common line and discharges to a dedicated biological reactor. To remove each RAS branch line and valves, the associated biological reactor must be taken out of service and drained, thus decreasing the plant's secondary treatment capacity. To maintain plant operations, only one biological reactor can be taken offline at one time. A three (3) week period is required after start-up before the next bioreactor can be taken offline. Replacement works must be completed between October 1st and February 29th, which corresponds to the period of low flow for the plant. Pipe replacement scheduling to maintain treatment plant operation is a critical element of this work. The replacement strategy must be coordinated with Operations and conceived so that reactor downtime is kept to a minimum.
- D4.4 This project will also replace the common FW trunk pipeline from the FW pump discharge valves to the end of the common trunk distribution main, including the inline filter bank and isolation valves (approximately 250 meters). Existing plant drawings are attached for reference in Appendix A. FW is used on a constant basis for sealing of various process pumps throughout the plant, on an intermittent but daily basis for cleaning, and for supply of fire hydrants. As a result, alternate water supply arrangements need to be considered to allow the WEWPCC treatment plant process and daily operations to continue safely. As the FW system provides water for the plant's fire suppression system, a strategy for maintaining fire protection must be designed by the consultant for implementation during construction.
- D4.5 The City has engaged Veolia Water North America to provide advice to the City during the delivery of this Project. Veolia will be in attendance at meetings and workshops and assist with reviews throughout the project. This does not relieve the Consultant of their obligation.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of Professional Consulting Engineering Services required for the Preliminary Design, Detailed Design, Procurement Services, Contract Administration, Post-Construction Services, and other services for the RAS and FW pipe replacement at the WEWPCC in accordance with the following sections.
- D5.2 General Requirements
- D5.2.1 Professional Consulting Engineering services shall be performed under the direct supervision of a professional Engineer as defined in the Document "Definition of Professional Consultant Services" attached as Appendix B. The professional sealing of documents shall be as defined in Section 1 of the above mentioned document.
- D5.2.2 The Project shall generally conform to the latest codes, standards, regulations and legislative requirements in effect. Without limitation to the preceding, the Consultant shall take into consideration the Manitoba Workplace Health and Safety Legislation and the National Fire Protection Association Code NFPA 820-Standard for Fire Protection in Wastewater Treatment and Collection Facilities. The Consultant shall liaise with the City on the application of codes and standards.
- D5.2.3 The Consultant and any Project related Subconsultants and Contractors shall be made aware of the Environmental Preservation and Compliance obligations as per the Wastewater Services Environmental Preservation and Compliance Statement – Appendix G.
- D5.2.4 The Consultant shall coordinate with outside agencies as required to perform the services.
- D5.2.5 The Consultant shall identify all permits necessary for construction.

D5.2.6 The consultant shall record minutes in all meetings in which they attend. Minutes to be forwarded to all present within four (4) business days of the meeting.

D5.2.7 The Consultant shall follow all City of Winnipeg design standards unless otherwise instructed to do so. Such standards will be made available upon project award.

D5.3 Project Management

D5.3.1 Upon assignment award, the Consultant shall prepare a comprehensive Consultant Services Management Plan (CSMP) detailing the process that will be applied during the provision of the assigned services. Requirements are outlined in CD-CP-PL-01 Consultant Services Management Plan Minimum Requirements in Appendix C and a sample PG-PM-TO-08 Sample CSMP is attached in Appendix D. Requirements of this document form a part of this scope. This RFP document shall override the CSMP document requirements where indicated. For this assignment the following sections of the CSMP shall be modified as follows;

- (a) Section 1.1: The initial Consultant Services Management Plan shall be supplied for approval within two (2) weeks of assignment award. The CSMP shall be updated following the completion of preliminary design and forwarded to the Project Manager for approval along with the Final Preliminary Design Package.
- (b) Section 2.2.1: The Consultant shall update the Risk Register during Preliminary Design, Detailed Design and prior to Commissioning and submit to the Project Manager for review.
- (c) Section 2.2.4: The Document Management System (DMS) will not be finalized prior to the completion of this project and as such will not be required for this assignment.
- (d) Section 2.3.2:
 - (i) Design submissions shall be made to the Project Manager at stages referred to in D5 Scope of Services.
 - (ii) Documents to be presented or reviewed in a meeting or workshop shall be issued a minimum of five (5) Business Days prior to the presentation.
 - (iii) For any document, the City requires a minimum of ten (10) Business Days for review or approval, unless otherwise noted in the RFP
- (e) Section 2.3.6: Earned Value Analysis reporting and Estimate at Completion forecasting are not applicable to this project
- (f) Section 3.1.3 HAZOP
 - (i) HAZOP Workshop: A HAZOP study/workshop as outlined in CD-PD-PC-01 HAZOP Procedure attached in Appendix E will be required if there is a change to the P&ID drawings however, the scope will be limited to changes as a result of the additional pipe control methods designed. The Consultant should assume a three (3) hour workshop for each of the two work packages. Should a HAZOP be unnecessary, this time shall be used for other design reviews.
 - (ii) The HAZOP facilitator need not be independent of the Consultant, however the facilitator must be someone who has been trained to lead the HAZOP process.
- (g) Section 3.1.3 CHAIR
 - (i) CHAIR Procedure: As outlined in Document CD-CP-PC-01 CHAIR Procedure attached in Appendix F, will not be required however, CHAIR is a useful tool to assist designers, constructors, clients and other key stakeholders to work together to reduce construction, maintenance, repair and demolition safety risks associated with design. The proponent is not required to follow the process defined in the document however the proponent shall describe how they will ensure safe construction work within the operational constraints described in this RFP.
- (h) Value Engineering workshops are not required

D5.4 Preliminary Design

- D5.4.1 Collect and review all available existing RAS and FW system information including files, reports, drawings, operating manuals, etc. Existing plant drawings of the RAS and FW pipe included in the scope of this replacement project are attached as Appendix A. Where necessary, conduct site investigations and informal meetings with the Project Manager and Operations Staff to verify existing conditions and to supplement available information.
- D5.4.2 Complete Project Management requirements and deliverables as outlined in Section 5.3.
- D5.4.3 Attend a Pre-Design Briefing/Kick-off meeting with the City Steering Committee at the WEWPCC of approximately 4 hours.
- D5.4.4 Attend and participate in the Risk Workshop of approximately 3 hours. Summarize the information in the document PG-RM-TO-01 Risk Register. A draft preliminary Risk Register is attached in Appendix J.
- D5.4.5 Return Activated Sludge Pipe Replacement
- (a) Review and provide recommendations for the replacement of RAS pipe East and West main pipelines, including all isolation and control valves. The approximate total length of RAS pipe replacement is 220 meters.
 - (b) The consultant shall recommend pipe materials and construction methods consistent with current industry standards and best practices. The design life expectancy of the RAS pipe is 25 years.
 - (c) Review isolation requirements with Operations Staff and recommend improvements.
 - (d) Propose a construction strategy and methods that will minimize the period that each bioreactor is offline. Only one bioreactor can be taken offline at one time and, a period of at least three (3) weeks is necessary between the time that one bioreactor is reactivated and the other is taken offline. Bioreactors can only be offline from October 1, 2015 to February 29, 2016 inclusive. RAS replacement construction cannot occur concurrently with FW replacement construction.
- D5.4.6 Flushing Water Pipe Replacement
- (a) Review and provide recommendation for the replacement FW pipe main trunk pipeline, from the discharge valves at the pumps to the end of the trunk distribution, including the inline filter bank. The approximate length of pipe is 250 meters.
 - (b) The consultant shall consider alternate materials and construction methods consistent with current industry standards and best practices. The design life expectancy of the FW pipe is 25 years.
 - (c) Review the isolation requirements with Operations Staff and recommend improvements
 - (d) Assess plant FW process use requirements (location and quantity needed) and propose method for supplying plant operations with water for that use while system is offline during construction.
 - (e) Assess the impact to fire suppression system when FW system is offline for construction. Propose solution to maintain fire protection to the plant during construction activities.
- D5.4.7 Deliverables
- (a) The consultant shall produce the following deliverables separately for each of the RAS and FW scopes of work outlined in D5.4.5 and D5.4.6. Submittal format for each deliverable is outlined in CD-CP-TO-05 Project Documentation Requirements in Appendix I.
 - (i) The CSMP shall be considered a Preliminary Design Phase deliverable.
 - (ii) Produce a construction cost estimate to an accuracy level consistent with AACE Class 3 (-30%, +60%) and submit to the Project Manager with the draft preliminary design report.
 - (iii) Prepare a comprehensive Preliminary Design Report documenting investigations performed, findings, preliminary designs, recommendations, cost

- estimates, project schedules, and supplementary work performed. Present and discuss recommendations at a Preliminary Design review meeting.
- (iv) Prepare a Draft Preliminary Design Report. The Consultant should allow for a ten (10) Calendar Day review period for the City to provide comments prior to the Consultant's draft review meeting with the City. This should be accounted for and shown in the proposal.
 - (v) Upon receipt and incorporation of the City's review comments, submit the Final Preliminary Design Report.

D5.5 Detailed Design and Specification Development;

D5.5.1 The consultant shall produce the following deliverables separately for each of the RAS and FW scopes of work outlined in D5.4.5 and D5.4.6 and submit the respective Detailed Design Package. Submittal format for each deliverable is outlined in CD-CP-TO-05 Project Documentation Requirements in Appendix I.

- (a) Produce a construction cost estimate to an accuracy level consistent with AACE Class 1 (-5%, +10%) and submit to the Project Manager with the draft detailed engineering drawings and specifications package.
- (b) Prepare detailed construction sequencing to assist contractor at keeping bioreactor downtime or FW system downtime to a minimum.
- (c) Prepare detailed shutdown and tie-in procedures. To include:
 - (i) Pre-Shutdown Requirements
 - (ii) Operational Notifications: To include required notice periods, department contacts, notification details and responsibilities
 - (iii) Contractor Requirements: To include scope of work, action required and responsibilities.
 - (iv) Schedule.
 - (v) Operational Requirements: To include all process systems affected, action required and responsibility
 - (vi) Contractor Requirements: To include all responsibilities of the contractor
- (d) Prepare a Draft Detailed Design package. Present and discuss recommendations at a Detailed Design review meeting. The Consultant should allow for a ten (10) Calendar Day review period for the City to provide comments prior to the Consultant's draft review meeting with the City. This should be accounted for and shown in the proposal.
- (e) Update the P&ID Drawings for the replacement works. The drawings shall be prepared consistent with the current P&ID Drawings for the WEWPCC.
- (f) Design and prepare an alternate fire suppression plan and procedures to be implemented when the FW system is offline for construction
- (g) Upon receipt and implementation of the City's review comments of the Draft Detailed Design Package, submit the Final Detailed Design Package.

D5.5.2 Complete Project Management requirements as outlined in section 5.3.

D5.6 Procurement Services

D5.6.1 Prepare and submit two complete tender packages; one for each of the RAS and FW scopes of work outlined in D5.4.5 and D5.4.6 for public Bid Opportunity following all City of Winnipeg templates as listed on the Materials Management website.

D5.6.2 During tender periods: Provide timely responses to questions that may be asked during tender calls and issue addenda to the contract documents as necessary.

D5.6.3 Arrange for and attend bidder's site visits.

D5.6.4 Submit a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Contracts.

- D5.6.5 Following tender close, submit Final Detailed Design Drawings, Final Detailed Specifications, and Final Tender Package including all addenda as outlined in CD-CP-TO-05 Project Documentation Requirements in Appendix I.
- D5.7 Contract Administration;
- D5.7.1 Provide Contract Administration Services as defined in Section 5 of the City of Winnipeg document Definition of Professional Consultant Services - Appendix B. The consultant shall use the processes, procedures, forms and templates contained within the document CD-PM-PC-01 Contract Administration Manual in Appendix K.
- D5.7.2 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 thereto arising from the project.
- D5.7.3 Prior to the start of construction, coordinate a Construction Site Health and Safety orientation led by the General Contractor for Plant Staff.
- D5.7.4 Submit final shop drawings as per CD-CP-TO-05 Project Documentation Requirement sheet – Appendix I.
- D5.7.5 Coordinate and manage construction related shutdowns and tie-ins according to procedures developed during the detailed design phase.
- D5.7.6 Coordinate and manage Fire Protection plan according to procedures developed during the detailed design phase.
- D5.7.7 Co-ordinate and manage start-up and commissioning of new equipment and facilities. The Consultant shall account and budget for all on-site commissioning activities and shall lead the commissioning process. The commissioning process shall include, but is not limited to the following:
- (a) Preparation of a commissioning plan and procedures
 - (b) Review commissioning and training plan with City
 - (c) Coordination and review the implementation of the commissioning plan
 - (d) Plan, schedule and co-ordinate all commissioning works
 - (e) Be present on-site during commissioning
 - (f) Review Contractor submissions and record keeping
 - (g) Sign off on appropriate training documents
 - (h) Sign off on appropriate commissioning documents
- D5.8 Post Construction Services
- D5.8.1 Submittal format for each deliverable is outlined in CD-CP-TO-05 Project Documentation Requirements in Appendix I.
- D5.8.2 Operation and Maintenance manuals: review, co-ordinate and manage the submission of Operation and Maintenance manuals. Operations and Maintenance manuals shall be submitted to the City as part of the commissioning/training activities, prior to Substantial Performance.
- D5.8.3 Prepare and submit As-Built Drawings for the project within 1 month of Total Performance.
- D5.8.4 Provide inspection services during the warranty period of the Contract.
- D5.8.5 Provide a detailed inspection of the project with the Contractor and the City prior to the end of the period of Contractor warranty period.
- D5.9 Other Services: Forensic Engineering

- D5.9.1 The cause of failure of the FW and RAS pipes is not known, analysis of samples of the removed FW and RAS pipes is required to be carried out to provide information on the probable causes of failure for future asset management purposes.
- D5.9.2 During the pipe replacement construction work, the Consultant shall arrange for a sample of removed RAS and FW pipe to be procured for the analysis.
- D5.9.3 The consultant shall recommend and perform analysis and, if applicable, tests on the removed RAS and FW pipes to determine probable causes of failure.
- D5.9.4 Submit a report detailing all findings. Consultant shall advise of timeline and incorporate into the project schedule.

D6. INVOICES

- D6.1 In addition to C10.7, the consultant shall submit invoices for all phases of the work.
- D6.2 Payments shall only be made when deliverables are submitted by the Consultant and accepted by the City.
- D6.3 Preliminary Design
 - (a) All payments for each of the fixed-fee Preliminary Design Phases will be made upon acceptance by the Project Manager of completion of all Preliminary Design requirements and acceptance of all associated deliverables.
- D6.4 Detailed Design
 - (a) All payments for each of the fixed-fee Detailed Design Phases will be made upon acceptance by the Project Manager of completion of all Detailed Design requirements and acceptance of all associated deliverables.
- D6.5 Procurement Services
 - (a) All payments for each of the fixed-fee Procurement Services Phases will be made upon acceptance by the Project Manager of completion of all requirements and acceptance of all associated deliverables.
- D6.6 Contract Administration
 - (a) All payments for this phase will be made upon a time basis approved by the Project Manager.
 - (b) The consultant shall submit monthly invoices for this phase.
- D6.7 Post Construction Services
 - (a) All payments for this phase will be made upon a time basis approved by the Project Manager, however, no payments will be made until receipt and acceptance of all deliverables associated with this phase.
- D6.8 Other Services: Forensic Engineering
 - (a) All payments for the fixed-fee Forensic Engineering will be made upon acceptance by the Project Manager of completion of all requirements.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 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 Consultants own use, or for the use of any third party.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

- D7.3 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.
- D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 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 per claim and \$ 5,000,000 in the aggregate.
- D9.2.1 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.

- D9.3 The policies required in D9.2(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.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.
- D9.8 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by June 30, 2015.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) RAS Bid-Opportunity posted on Materials Management website no later than August 17, 2015;
 - (b) RAS Substantial Performance of construction, commissioning complete and transfer to Operations by February 29, 2016.