



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 908-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR NORTH
END SEWAGE TREATMENT PLANT (NEWPCC) MAIN BUILDING HVAC REPLACEMENT**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR NORTH END SEWAGE TREATMENT PLANT (NEWPCC) MAIN BUILDING HVAC REPLACEMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, January 29, 2016.

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 NEWPCC Main Building located at 2230 Main Street on: January 15, 2016 at 9:30 a.m.

B3.1.1 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.

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

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Technical Proposal (Section E) in accordance with B12;
 - (d) Project Management Proposal (Section F) in accordance with B13; and
 - (e) Project Schedule (Section G) in accordance with B14.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B22.
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the Request for Proposal number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB. R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted; and
 - (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 associate 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 include a Fixed Fee for all disciplines necessary, and for the following phases as described in the Scope of Services and as listed inform Form B:Fees:

- (a) Project Management
- (b) Preliminary Design
- (c) Detailed Design ad Specification Development
- (d) Procurement Services
- (e) Additional Services

B9.2.1 In addition to the Form B:Fees, proposals shall **also** include as a minimum:

- (ii) The work activities and deliverables of the proposed Services;
- (iii) The respective number of hours per work activity 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 (v) above shall be presented in 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 amount indicated on Form B , Line 7 shall be carried as a fixed amount for Additional Work, subject to the conditions of D 5.8

B9.4 The Proponent shall include a Time Based Fee for all disciplines ,and 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.

B9.4.1 In addition to the Form B: Fees, proposals shall **also** include detailed description of the Time Based Fixed 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 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.
- B9.5 The proponent shall as a minimum, allot 150 hours for Contract Administration Services.
- (i) The proponent will include a minimum one hundred(100) hours for Non-Resident Services and
 - (ii) A minimum of fifty (50) hours of Resident Services when the Contractor is on site.
- B9.6 The proponent shall as a minimum allot twenty (20) hours for Post Construction Services.
- (i) No payment of Post Construction Services fees will be paid until the required record drawings are provided to and accepted by the Project Manager
- B9.7 The hourly fees proposed shall be fixed for the duration of the project. Escalation of labour rates will not be accepted.
- B9.8 Adjustments to the fees will only be considered on increase to the Scope of Services.
- B9.9 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.9.1 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.
- B9.9.2 The City will not consider an adjustment to the fees based on changes in the Project Budget or the Final Construction Cost.
- B9.10 If the City requires additional services, the rate to be used will be based on the rates provided in the Proponent's proposal.
- B9.11 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.
- B9.12 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.13 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.
- B9.14 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; and
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 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 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; and
- (d) Reference information (two current names with telephone numbers per project).

B12. TECHNICAL PROPOSAL (SECTION E)

B12.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of work. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B12.2 The Technical Proposal should describe:

- (a) the Proponents understanding of the Project
- (b) the Proponents approach and methodology to complete the work;
- (c) any innovation to be used to perform the services;
- (d) any activities and services to be provided by the City; and
- (e) the deliverables of the Project.

B13. PROJECT MANAGEMENT PROPOSAL (SECTION F)

B13.1 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.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D5.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) job functions of identified individuals;
- (c) time estimates by work activity;
- (d) an organizational chart outlining the roles of each of the key participants in the Project; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B13.5 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.

B14. PROJECT SCHEDULE (SECTION G)

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project, 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.

B14.2 The temperature in the Analytical Services lab must be maintained between 15 degrees Celsius and 30 degrees Celsius. The schedule must consider that seasonal outside temperatures will affect the timing of demolition and installation of the HVAC equipment. This HVAC equipment will have a long delivery time and provision may have to be made to mitigate temporary heating and /or cooling during the construction phase.

B14.3 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 should include the following minimum times for the City to review and comment on deliverables:

- (a) Preliminary Design Report and Preliminary Design Drawings 15 Calendar Days
- (b) Final Design Drawings and Tender package 15 Calendar Days

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are: N/A

B16. QUALIFICATION

B16.1 The Proponent shall:

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

- B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the 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;
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.
- B17.3 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.
- B17.4 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.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B19. WITHDRAWAL OF OFFERS

B19.1 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.

B19.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. INTERVIEWS

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

B21. NEGOTIATIONS

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

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2 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.

B22. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%

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|-----|--|-----|
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) | Technical Proposal (Section E) | 15% |
| (g) | Project Management Proposal (Section F) | 10% |
| (h) | Project Schedule. (Section G) | 5% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.5 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B22.6 Further to B22.1(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.
- B22.7 Further to B22.1(f), Technical Proposal will be evaluated considering your firm's understanding of the City's Project, project deliverables and associated task requirements for the scope of work.
- B22.8 Further to B22.1(g), Project Management Proposal will be evaluated considering your firm's project management approach and project team organization during the performance of services.
- B22.9 Further to B22.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B22.10 Notwithstanding B22.1(d) to B22.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.3, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B23.5.1 The Contract documents as defined in C1.1(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.
- B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n)(ii).
- B23.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 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:

Verden Jeancart, C.E.T.

Email: vjeancart@winnipeg.ca

Telephone No. 204 986-5310

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) "CHAIR " means Construction Hazard Assessment Implication Review;
- (b) "CSMP" means Consultant Services Management Plan;
- (c) "DMS" means Document Management System
- (d) "HAZOP " means Hazard and Operability Plan
- (e) "Native format" means the original format from which a deliverable was generated (e.g. MS Word, MS Excel, AutoCAD, etc.
- (f) "P&ID" means Process and Instrumentation Diagram
- (g) NEWPCC means " North End Sewage Treatment Plant;
- (h) "WSTP " means Winnipeg Sewage Treatment Program consisting of both city and Veolia personnel.

D4. BACKGROUND

D4.1 The purpose of this project is to reduce high facility maintenance costs and to address facility reliability issues by replacing two air handling units at the NEWPCC Main Building. These units are over 19 years old and are unreliable due to condenser, motor and control software failures and they are costly to maintain.

D4.2 The air handling unit M-639 for the NEWPCC laboratory installed in 1996 requires cooling water to be sprayed on the condenser coils for the last 10 years to avoid condenser failure during the summer when the outside air temperature is above 25 degrees Celsius. This cooling water is causing issues with roof leaks on the Administration building.

D4.3 The unreliability of air handling unit M-639 is a concern for the laboratory that requires temperatures be maintained between 15 C and 30 C., in order to perform quality control tests that meet the operating licenses of the Water and Waste Department.

- D4.4 Replacing Air Handling Unit M639 will provide reliable air supply equipment to provide the required continual air temperature range in the NEWPCC laboratory.
- D4.5 The air handling unit M-651 for the administration building office area installed in 1982 also has continual issues with temperature control.
- D4.6 Replacing Air Handling Unit M651 will provide reliable temperature control in the office and operating control rooms of the main building at the NEWPCC.
- D4.7 The City of Winnipeg is soliciting Professional Consulting Engineering services for the preliminary design, detailed design, contract administration and additional services as required for the design, construction, commissioning and project turn-over of the replacement of air handling units M639 and M651 at NEWPCC Main Building.
- D4.8 The City has engaged Veolia 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 this 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 for the preliminary design, detailed design, contract administration and additional services as required for the design, construction, commissioning and turn-over of the Project in accordance with the following:

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" as 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 Waste Water Treatment and Collection Facilities. The Consultant shall liaise with the City on application of codes and standards.
- D5.2.3 The Consultant shall coordinate with outside agencies as required to perform the services.
- D5.2.4 The Consultant shall identify all permits necessary for construction.
- D5.2.5 The Consultant shall record all minutes in all meetings in which they attend. Minutes to be forwarded to all present within four (4) business days of the meeting.
- D5.2.6 The Consultant shall follow the following City of Winnipeg Design Standards for all phases of the project unless otherwise instructed to do so.
- (a) Documents outlined below will be provided to the successful proponent upon project award.
- Electrical and Instrumentation standardization vendors;
 - WSTP Tag Naming Standard;
 - Environmental Management Policy
- (b) Documents outlined below are provided in Appendix J Design Standards for reference.
- WSTP Automation Design Guide
 - WWD Electrical Design Guide
 - Identification Standard
 - Document Numbering System
 - WSTP Architectural Design Guideline

- WSTP Building Mechanical Design Guidelines
- WSTP Structural Design Standard Guideline

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 E and a sample PG –PM –TO-08 Sample CSMP is attached in Appendix F. Requirements of this document form a part of this scope. This RFP document overrides 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 completion of the 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 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 on D5 Scope of Services.
 - (ii) Documents to be presented or reviewed in a meeting or workshop shall be issued at 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 H 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 HVAC controls designed. The Consultant should assume a three (3) hour workshop. 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 on Appendix I, 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, 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.
- (i) Submit two (2) hard copies and one (1) electronic PDF copy of the “Draft Consultant Services Management Plan”
- (j) Upon receipt of City review comments submit two (2) hard copies and one (1) electronic copy of the “Final Consultant Services Management Plan

- D5.3.2 Ensure Project team members, including the Project Manager, understand the established project methodology and gain commitment from all team members on activities and deliverables identified in the plan;
- (a) identify to the Project Manager the impact (time, quality, cost) of proposed changes, so that the Project Manager may make well-informed decisions whether or not to proceed with the proposed changes;
 - (b) continuously review and assess the status of the actual cost, projected costs to completion, and schedule;
 - (c) chair regular project meetings and provide minutes. Minutes are to be submitted within four (4) working days of the meeting date;
 - (d) resolve Project disputes in a timely manner
 - (e) prepare a detailed engineer's cost estimate including submission of detailed monthly cost statements and projections for engineering services or any other items in a manner acceptable to the City.
 - (f) Monitor and maintain the Project Schedule in a manner acceptable to the City.
- D5.4 Preliminary Design
- D5.4.1 Collect and review all available existing information about the site including files, reports, drawings, operating manuals, etc. related to the NEWPCC Main Building HVAC equipment. Existing plant drawings of the Main Building HVAC system renovations included in the scope of this replacement project are attached in Appendix A. Where necessary conduct field investigations and informal meetings with 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 D3
- D5.4.3 Attend a pre design briefing / kick off meeting with City steering committee at the NEWPCC of approximately 4 hours.
- D5.4.4 The Consultant shall allow time in their project schedule to meet and review in detail with City staff, all of the issues concerning the main Building HVAC system. This should be shown in the proposal. The Consultant shall account for the following in their project schedule:
- (a) the Consultant shall allow for a minimum of two (2) days on-site to review the current facility configuration, programming logic, etc. and resolve and mitigate early issues; and
 - (b) the Consultant shall allow for a minimum of a half day to discuss operational concerns with City staff.
- D5.4.5 Attend and participate in a Risk Workshop of approximately 3 hours. Summarize the information in the document PG-RM –TO-01 Risk Register. Guide the Project team in the identification of risks and, where appropriate, contingency plans. The City will develop an initial risk register which the Consultant shall incorporate into the project. The City and Consultant shall work together to update the risk register during the various phases of the project. The Consultant shall be responsible for updating the risk register. The register shall be incorporated into monthly reports and updated accordingly. A template of the risk register can be found in Appendix G;
- D5.4.6 Perform an evaluation of the requirements: Air Changes per hour, heating, and cooling capacities to allow for calculations and sizing of existing or in terms of new equipment
- (a) As part of the preliminary design phase the consultant will conduct a condition assessment and make recommendations for the following items in the HVAC system related to these two air handling units M639 and M651:
 - Water and Sewage Analytical Control Laboratories
Air Handling Unit M-639.
2 speed general exhaust fans

Fume hood exhaust fans
2 Hot water heating coils
Control and monitoring system

- Main Office Area
Air Handling Unit M-651
exhaust fans
Variable air volume boxes
Control and monitoring system
- The following existing items will not be included in the scope of this project
Air distribution ductwork, dampers, glycol pumps for M651

- D5.4.7 Perform engineering assessment and design for the replacement of two Air Handling units at the NEWPCC Main Building using City standards listed in D5.2.6. The assessment should incorporate structural components, mechanical and electrical requirements, ancillary work, and supplementary work based on a preferred option including an analysis and reinforcing of roof if required to support the installation of the specified equipment;
- D5.4.8 Perform engineering assessment and design for the install of an industrial grade PLC integrated system to monitor and control the new Air Handling units and tie into the DCS in the Main Building. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option;
- (a) Commercial grade controls for Air Handling Unit M-638 for the laboratories area will not be accepted
 - (b) An optional commercial grade control system using BAK NET protocol / Direct Digital Controls (DDC) for Air Handling Unit M651 for the Main office area will be considered.
 - (c) investigate scope of all electrical, PLC, and DCS and compatibility requirements
- D5.4.9 Provide complete P&ID Drawings for review as part of preliminary design.
- D5.4.10 Review and provide recommendations of current technologies, cost implications and operational dependency of replacing these two air handling units;
- D5.4.11 Identify required instrumentation, controls, and programming. Define work needed to install new instrumentation and controls within the plants existing distributed control system (DCS). PLC programming and connection to the DCS will be done by contractor. Programming on the DCS will be done by the City;
- D5.4.12 Perform engineering assessment and design for intake and discharge exhaust ducting design. The assessment should incorporate structural components repair requirements, ancillary work and supplementary work based on the preferred option;
- D5.4.13 Review and provide recommendations on the abandonment of existing Air Handling units M639 and M651;
- D5.4.14 Coordinate phasing and space on the roof for another ongoing separate project for NEWPCC Head End Upgrades in the adjacent areas of the NEWPCC Main Building. Preliminary Engineering Drawings for that project are available for reference upon request to the Project Manager.
- D5.4.15 Examine site constraints and develop installation strategies for all works replacing these two Air handling units in the Main building site considering:
- (a) Lead time for delivery or equipment;
 - (b) Lead time for the design of facility upgrade components

- (c) Site access may be limited to operating hours of the Laboratory and Main Office area. Work outside of these hours is subject to the approval of the Supervisor of the NEWPCC.
- (d) Evaluation of overall impact on laboratory and office throughout construction to keep the control room and laboratory operational at all times except in defined windows. The defined window for physical replacement of these air handling units will be determined by seasonal weather conditions and to mitigate the need to provide for temporary heating or cooling measures. The laboratory temperature shall be maintained between 15 degrees C and 30 degrees C.;

D5.4.16 Review of Hazardous Material Systems (HMIS) on line observation reports for the City of Winnipeg Water and Waste Department NEWPCC Administration Building.

D5.4.17 Adhere to appropriate safety protocols and Work Place Safety regulations for all work in the NEWPCC;

D5.4.18 Deliverables

- (a) Submittal format for each deliverable is outlined in CD-CP-TO 05 Project Documentation Requirements in Appendix I
- (b) The CSMP shall be considered a Preliminary Design Phase deliverable.
- (c) 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.
- (d) Identify all permits necessary for construction;
- (e) Develop a construction work plan addressing site constraints identified in the preliminary design;
- (f) Submit preliminary design notes for mechanical and electrical design calculations related to the HVAC process equipment;
- (g) Prepare a comprehensive Preliminary Design Report documenting investigations performed, findings, recommendations, cost estimates, and project schedule. The Consultant shall allow for in their schedule a fifteen (15) Calendar Day review period for the City to provide comments prior to the preliminary design report meeting. This must be accounted for and shown in the schedule and included in the proposal;
 - (i) Submit ten (6) hard copies and two (2) electronic PDF copies of the "Draft Preliminary Design report";
 - (ii) Upon receipt of City review comments submit ten (6) hard copies and three (3) electronic PDF copies of the "Final Preliminary Design Report" and;
 - (iii) Upon receipt of City review comments submit ten (6) hard copies and three (3) electronic PDF copies of the "Final Preliminary Design Drawings" and "Final Preliminary Tender Package."

D5.5 Detailed Design

D5.5.1 The Consultant shall produce the following deliverables as part of the Detailed Design. Submittal format for each deliverable is outlined in CD-CP-TO-05 Project Document requirements in Appendix I

D5.5.2 Prepare Detailed Engineering Drawings and Bid Opportunity package including technical specifications

- (a) include structural engineering design to any building modifications required to accommodate the new units;
- (b) include mechanical engineering design, including air ducting, gas piping, fire dampers, and all related components if required to the new equipment as well as removal of the unused and obsolete components;
- (c) include electrical engineering design, including panels, breakers, starters and all related components to provide required power to the new or modified equipment;

- (d) coordinate and define PLC programming and control installation between contractor and the City's DCS team as required;
- (e) the replacement equipment will need to specify new approved air conditioning refrigerant because the existing air conditioning units use R-22 refrigerant which will be phased out by 2020;
- (f) air flow calculations will be needed as part of the design to determine required capacity and operating criteria of new air handling units. Air balancing tests will be performed to verify design intent;
- (g) The removal and replacement of this air handling equipment to ensure that the heating and cooling equipment replacement shall be coordinated and scheduled.
- (h) Prepare detailed construction sequencing to assist contractor to ensure the installation meets the constraints of operating the control room and laboratories under temperatures of 15C to 30 C; 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

D5.5.3 Produce a pre-tender construction cost estimate equivalent to an accuracy level consistent with AACE Class 1 (-5%, +10%) that must be provided to the Project Manager with the draft detailed engineering drawings and specifications package for review at least seven (7) calendar days prior to tendering. The project shall not be tendered without this review;

D5.5.4 Submit a detailed design notes package including items such as structural, mechanical, and electrical design calculations related to HVAC process equipment and building services; process design calculations; and instrumentation and process control design calculations; detailed engineering calculations, drawings and criteria employed in the design(s);

D5.5.5 Make application to public agencies (e.g. permits) for necessary authorizations, prepare and submit reports and drawings thereto, and appear before the same in support of all applications

D5.5.6 Throughout detailed design meet with the City to discuss findings, obtain input from City personnel, and discuss design. A minimum of one (1) formal meeting will be required. Additional formal meetings can be accommodated to suit Consultant's requirements, and should be shown in the Consultant's project schedule;

D5.5.7 Prepare a Draft Detailed Design package. Present and discuss recommendations at a Detailed Design review meeting. The Consultant shall allow for a fifteen (15) 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.

D5.5.8 Provide complete updated P&ID drawings for the replacement works as part of Detailed Design. The drawings shall be prepared consistent with the current P&ID Drawings for the NEWPCC.

D5.5.9 Upon receipt and implementation of the City's review comments of the Draft Detailed Design Package, incorporate into a Final Detailed Design Package.

D5.5.10 Complete Project Management requirements as outlined in section 5.3.

D5.6 Procurement Services

- D5.6.1 Prepare and submit a complete tender package for public Bid Opportunity following all City of Winnipeg templates as listed on the Materials Management website.
- D5.6.2 During tender periods, provide appropriate response to bidders and advice to the City during tender call and issue addenda to the contracts documents as necessary.
- D5.6.3 Arrange for and attend bidder's site visit(s)
- D5.6.4 Submit a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Contract
- D5.6.5 Following tender close, submit Final Detailed Design Drawings, Final Detailed Design 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 C.
- 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 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 The Consultant shall use the appropriate City Templates throughout the course of the project (Appendix G);
- D5.7.6 Arrange for, review and report laboratory, field, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of their contractual and other legal obligations in respect thereof.
- D5.7.7 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City
- D5.7.8 Consult and advise the City during the course of construction;
- D5.7.9 Furnish the City with an electronic copy of all correspondence (paper where applicable) relating directly or indirectly to the project, originating from or distributed to, parties external to the Consultant, immediately following receipt or dispatch of same by the Consultant;
- D5.7.10 Arrange and chair regularly held on-site or off-site review meetings, which shall include representatives of the Contractor and the City. Prepare and distribute records of meeting minutes in both hard and electronic version, shop drawing submission log, and change management log.
- D5.7.11 Provide part time resident engineering services of at least fifty (50) hours for when the Contractor is on-site to ensure that the construction is carried out in conformance with the drawings and specifications.
- D5.7.12 Visit and inspect work at fabrication shops, staging areas, manufacturing facilities as necessary;
- D5.7.13 Monitor and manage the Contractors schedule.
- D5.7.14 Plan and coordinate all work by third parties including but not limited to, hydro, telephone, gas utility work, and City personnel. Prepare and submit applications, reports, drawings, and other information as required in support of work by third parties.

- D5.7.15 Provide a reference line and elevation to the Contractor and check the Contractor's adherence thereto.
- D5.7.16 Prepare, certify and submit progress estimates to the City for payments to the Contractor for construction performed in accordance with the drawings and specifications.
- D5.7.17 Coordinate and manage construction related shutdowns and tie ins according to procedures developed during the detailed design process.
- D5.7.18 Coordinate 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 of Winnipeg
 - (c) Coordination and review the implementation of the commissioning plan
 - (d) Plan, schedule and coordinate all commissioning works
 - (e) Be present on-site during commissioning.
 - (f) Review Contractor submissions and record keeping
 - (g) Sign off on appropriate training documents
- D5.7.19 Coordinate and manage training sessions for City personnel for the operation and maintenance of new facilities and equipment. This includes but not limited to planning and scheduling of training sessions in coordination with operations requirements, review of training procedures and training documents prepared by the Contractor
- D5.7.20 The Consultant shall develop and submit standard operating procedures (SOP) using the City SOP template (Appendix D) for the new works, and incorporate these SOP's into the existing SOP's for the facility. The Consultant shall also review the existing facility SOP's and update them to meet City standards, prior to submittal. The Consultant shall submit three (3) draft SOP hard copies, and two (2) electronic PDF copies, as well as the MS Word files. The Consultant shall allow for a 3 week review period for the City to provide comments, and this must be accounted for and shown in the project schedule. Upon receipt of City review comments, the Consultant shall submit three (3) final hard copies of the SOP's and two (2) electronic PDF copies, as well as the MS Word files. The final SOP's shall be submitted prior to Substantial Performance;
- D5.7.21 Perform a detailed inspection of the project with the Contractor and the City prior to commencement of Substantial Performance and prior to Total Performance. Provide written appropriate recommendation of acceptance of the constructed or partially constructed project;
- D5.8 Additional Work
- D5.8.1 Additional work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of the work by the Project Manager, beyond that defined herein
 - (b) Other issues that occur on site, which require significant Contract Administration time to address.
- D5.8.2 Additional Services will not be initiated for:
- (a) Reasons of lack of performance or errors in execution
 - (b) Completion for correction of design errors or omissions.
 - (c) Additional contract administration work resulting from errors or omissions
- D5.8.3 Should it be determined that additional services are required, the Project Manager shall approve the work, prior to commencement of the additional work.

- D5.8.4 The Project Manager may also request a written quotation for the additional work.
- (a) Quotations for design work shall be lump sum.
 - (b) Quotations for contract administration services shall be hourly with an upset limit.
- D5.8.5 Measurement and Payment
- (a) Approved additional design work shall be reimbursed on a lump sum basis.
 - (b) Approved additional contract administration work will be reimbursed on an hourly basis utilizing the proposed labour rate for Contract Administration.
- D5.9 Post Construction Services
- D5.9.1 Submittal format for each deliverable is outlined in CD-CP-TO_05 Project Documentation Requirements in Appendix I
- D5.9.2 Operation and Maintenance manuals: review, co-ordinate and manage the submission of Operation and Maintenance manuals prepared by the Contractor. Operations and Maintenance manuals shall be submitted to the City as part of the commissioning/training activities, prior to Substantial Performance;
- D5.9.3 Prepare and submit “ record ” drawings for the project within 1 month of Total Performance
- (a) submit five (5) hard copies of 11x17 size “draft as-builds” and one (1) electronic copy of PDF and AutoCAD files;
 - (b) upon receipt of City review comments submit five (5) hard copies of 11x17 size, one (1) hard copy of 24 x 36 size Mylar and three (3) electronic copies of PDF and AutoCAD files of “final record drawings”
 - (c) Co-ordinate the record drawings will include updated construction drawings, contractor marked up red line drawings, P&ID drawings, loop and electrical drawings, electrical protection and device data related to Arc Flash for this project
- D5.9.4 Provide inspection services during the maintenance guarantee period of the Contract
- D5.9.5 Provide a detailed inspection of the project with the Contractor and the City prior to the end of the Contractor warranty period.

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) Payment will be made for the fixed fee Preliminary Design phase upon acceptance by the Project Manager of Preliminary Design requirements and acceptance of all associated deliverables.
- D6.4 Detailed Design
- (a) Payment will be made for the fixed fee Detailed Design phase upon acceptance by the Project Manager of Detailed Design requirements and acceptance of all associated deliverables.
- D6.5 Procurement Services
- (a) Payment will be made for the fixed fee Procurement Services phase upon acceptance by the Project Manager 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 Additional Work

- (a) Additional work for approved additional design work shall be reimbursed on a lump sum basis upon acceptance of Project Manager and acceptance of all deliverables.
- (b) Approved additional contract administration work will be reimbursed on an hourly basis utilizing the proposed labour rate for Contract Administration approved by the Project Manager.

D6.8 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

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; and
 - (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 \$2,000,000.00 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 \$1,000,000.00 . per claim and \$2,000,000.00 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; and

- (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 February 12, 2016.

D11. PROJECT MILESTONES

D11.1 It is desired that the Consultant achieve the following Project milestones in the provision of the Services for this Contract;

- (a) Provision of initial CSMP within two (2) weeks of assignment award;
- (b) Preliminary Design finalized within two (2) months of assignment award;
- (c) Detailed Design issued for tender within two (4) months of assignment award;
- (d) Construction contract awarded within (5) months of assignment award; and
- (e) Construction Total Performance complete within fourteen (14) months of assignment award