



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 353-2014

**REQUEST FOR PROPOSAL FOR CONSTRUCTION COST CONSULTING
SERVICES FOR SEWPCC UPGRADING/EXPANSION PROJECT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR CONSTRUCTION COST CONSULTING SERVICES FOR SEWPCC UPGRADING/EXPANSION PROJECT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 10, 2014.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D4.1.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 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.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request For Proposal to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Form B: Fees (Section B) in accordance with B8;
- B6.2 The Proposal shall consist of the following components:
- (a) Experience of Proponent and proposed Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and seven (7) hard copies for sections identified in B6.1 and B6.2.
- B6.5 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.
- (a) Proposal submissions should generally employ a minimum printed text font size of 10 point.
- B6.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a)
- B6.7 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.9 Proposals shall be submitted to:

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

B6.10 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL

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

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

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

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

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

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

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

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

B8. FEES (SECTION B)

B8.2 The Proponent shall complete Form B: Prices, making all required entries.

B8.3 The Proposal shall include a Lump Sum Fee for scope of work identified in D5.

B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Work.

- B8.5 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.
- B8.6 Fees submitted shall not include the Goods and Services Tax (GST). GST shall be shown separately.
- B8.7 Manitoba Retail Sales Tax (MRST, also known as PST) shall be extra where applicable and shown separately.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.9 All fees shall be stated in Canadian Funds.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 The Proponent should submit the experience of their firm and that of their Subconsultants as described in this Section and as listed in Form D: Experience of Proponent and Subconsultants.
- B9.2 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 showing their ability to undertake the current work.
- (a) Information submitted shall be limited to a maximum of 15 pages total for Proponent and Subconsultant (not including Form D).
- B9.3 Proponent and Subconsultants should submit up to a total of 5 projects performed in the last ten (10) years, demonstrating their experience in projects of similar size, scope and complexity as per the following criteria:
- (a) Projects involving costing services for Water or Wastewater Treatment Plants
- (b) Projects of a total construction value of at least \$10,000,000. Projects of lesser value will be evaluated at a reduced score.
- (c) Projects in which the Proponents or Subconsultants had a similar role as the one expected on the current project.
- B9.4 For each project listed in B9.3 the Proponent should submit:
- (a) A clear and comprehensive description of the project – include project owner, project objectives, size of Water or Waste Water Treatment Plant, and other relevant information demonstrating similarity to project criteria in B9.3;
- (b) A clear and comprehensive description of the Costing Services and details of the role of the Proponent / Subconsultants and other relevant information demonstrating similarity to the role expected on the current project;
- (c) A cost estimate value and the associated costing accuracy. Indicate the percentage of design available at the time the costing services were performed.
- (d) Provide related information to help disclose the relevance of the costing performed.
- (e) Reference information (two current names with telephone numbers per project).
- (f) Utilize Form D for each Project experience submittal.

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

- B10.1 The Proponent should submit the experience of the Key Personnel assigned to this project as described in this section and in Form E: Experience of Key Personnel.
- B10.1.1 A maximum of two (2) key personnel positions may be assigned to one individual.

- B10.2 Key Personnel anticipated to be assigned to this project are:
- (a) Team Leader / Project Manager
 - (b) Civil Quantity Surveyor
 - (c) Structural Quantity Surveyor
 - (d) Mechanical Quantity Surveyor
 - (e) Electrical Quantity Surveyor
 - (f) Instrumentation and Control Quantity Surveyor
- B10.3 All Key Personnel must hold the designation of a Professional Quantity Surveyor and be a member in good standing with the Canadian Institute of Quantity Surveyors.
- B10.4 Using Form E: Experience of Key Personnel, the Proponent should indicate the experience of the Key Personnel as follows
- (a) Proposed role and responsibilities;
 - (b) Core capabilities and/or technical skills;
 - (c) Educational background, degrees, professional recognitions, job title and years of experience (related to scope of services, in similar role as proposed and with existing employer).
 - (d) At least two comparable projects in which they have played a similar role as proposed for this project. For each project provide the following:
 - (i) Role of the person on the project
 - ◆ Emphasize roles which are similar to those proposed for this project.
 - (ii) Project name and owner;
 - (iii) Description of project;
 - (iv) Responsibilities, achievements and methodologies employed;
 - (v) Cost estimate value, accuracy, and percentage of design available at the time the costing services were performed;
 - (vi) Related information to help disclose the relevance of the costing performed.
 - (vii) Reference information (two current names with telephone numbers per project).
 - (viii) Other required information as indicated on Form E.
 - (e) For evaluation purposes, higher scores will be given to Key Personnel with similar role in projects similar to the current one as per the criteria defined in B9.3(a) to B9.3(c).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's approach and team organization during the performance of the Work so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.1.1 Include an organizational chart for the project
- B11.2 The description of the Proponent's proposed approach/methodology to the Project should include:
- (a) a description of the Proponent's understanding of the Scope of Work and vision, and how these will be achieved;
 - (b) a detailed proposal of what will be delivered by the Proponent, including the expected outcome and benefits to the City;
 - (c) provide examples of format layout for the Construction Cost Report. The Construction Cost Report shall be broken down by City's Area Code and Process Code. Coding attached as per Appendix A;

- (d) a complete definition of the process that will be employed to meet the objectives of this Project, (e.g., approach to be taken, etc.);
 - Describe how you would account for local conditions in Winnipeg, MB
 - Identify source of labor rates for use in costing services.
 - Costing tools utilized (unit rates, benchmarks, RFQ, CPI...);
- (e) identification of all facts and assumptions made by the Proponent in developing the Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (e.g., data availability, level of involvement of City staff, etc.);
- (f) describe experience with the use of software and databases for the purpose of cost planning and cost management;
- (g) a detailed description of any information, resources, or services required to be provided by The City of Winnipeg.

B11.3 Methodology should be presented in accordance with the Scope of Work identified in D5.

B11.4 For each person identified in B10.2 and any additional staff, list the estimated hours to be dedicated to the project on Form C: Person Hours, in accordance with the Scope of Work identified in D5.

B12. QUALIFICATION

B12.1 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; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.3 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>

B12.4 The Proponent and/or any proposed Subconsultant (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work 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);

B12.5 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B13. ELIGIBILITY

B13.1 Any organizations currently providing services for the SEWPCC Upgrading/Expansion project are deemed ineligible for this project

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 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/>

B14.3 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.

B14.4 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.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 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.

B19. EVALUATION OF PROPOSALS

B19.1 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 B12:
(pass/fail)
- (c) Fees (Section B); 40%
- (d) Experience of Proponent and Subconsultants (Section C); 15%
- (e) Experience of Key Personnel Assigned to the Project (Section D); 20%
- (f) Project Understanding and Methodology (Section E); and 25%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size, scope and complexity as well as other information requested in Form D: Experience of Proponent and Subconsultants.

B19.6 Further to B19.1(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 similar size, scope and complexity as well as other information requested in Form E: Experience of Key Personnel.

- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering the overall approach to team formation, project management approach, and methodology to be used to carry out the scope of services.
- B19.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B19.9 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide responses to B6.1(f) to B6.1(h), the score of zero will be assigned to the incomplete part of the response.
- B19.10 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B19.11 The City has full power to conduct an independent verification of information in any Proposal received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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.
- B20.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract
- B20.5 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
- B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Project Manager.
- B20.8 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. DEFINITIONS

D2.1 When used in this Request for Proposal:

- (a) "SEWPCC " means South End Water Pollution Control Center ;
- (b) "Program Team " means the Program Team consisting of both City of Winnipeg and Veolia personnel. ;
- (c) "Consultant" means the Person undertaking the performance of Services under the terms of the Contract;
- (d) "Subconsultant" means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;

D3. BACKGROUND

D3.2 The City of Winnipeg (City) is expanding and upgrading the South End Water Pollution Control Centre (SEWPCC) to accommodate increasing wastewater loadings to the plant and to provide enhanced treatment capability to address environmental and public health concerns. The project will enable the upgraded facility to meet Manitoba Regulatory License requirements and accommodate year 2031 forecasted influent flows and loads.

D3.3 The upgrade/expansion will add additional process trains to existing treatment steps as well as replace existing processes or add entirely new treatment processes to further improve effluent quality and plant reliability. The project will implement the following key facility changes:

- Increase average influent flow from current 53 ML/d to 95 ML/d in 2031;
- Increase raw sewage pumping capacity by replacement of one existing raw pump with larger pump;
- Influent screening replacement;
- New vortex grit system and repurposing of existing aerated grit tanks for wet weather flows;
- New high rate clarification system for wet weather flow management;
- Replacement of the existing pure oxygen activated sludge system with a BNR system in new bioreactor tanks;
- More secondary clarifiers, increasing from 3 to 5;
- Expanding and upgrading the existing Ultra Violet disinfection system;
- New chemical handling facilities for ferric chloride, sodium hydroxide (alkalinity), chlorination (hypochlorite), dechlorination (bisulphite) and polymers (secondary treatment, high rate clarification and sludge thickening)
- New and modified odour control systems, including a new three-cell biofilter located in southern portion of repurposed HPO tanks;
- New sludge thickening utilizing Rotary Drum Thickeners in repurposed PSA area
- New sludge fermenter in northern portion of repurposed HPO tanks;

- Required upgrades to the electrical supply and distribution;
- Expanded standby power generation;
- Replacement of existing distributed control system with new PCL based automation system;

D3.4 During performance of the upgrade/expansion works, impacts to the current facility operation and treatment capability need to be minimized to the greatest extent possible.

D3.5 The City is engaging an independent third party cost consultant to determine, for internal purposes, the cost of construction for the planned upgrade/expansion.

D4. PROJECT MANAGER

D4.1 The Project Manager is:

Tim Turzak, C.E.T.
Project Coordinator
Telephone No. 204- 986-3760
Facsimile No. 204- 224-0032
Email tturzak@winnipeg.ca

D4.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B6.9

D5. SCOPE OF WORK

D5.1 Shortly after award the Consultant shall attend a Project Kickoff meeting with the City

D5.2 The City will provide the following Preliminary Design Cost Development Documents to the Consultant:

(a) Site Development Drawings

- (i) Site development design drawings that highlight preliminary concepts related to yard piping, roads, and other major civil works.
- (ii) Drawings that show pipes and appurtenances, above and underground, greater than 100 mm in diameter, on plan to scale.
- (iii) An estimated allowance for smaller pipes and appurtenances and minor items not detailed at this stage.
- (iv) Associated specifications will be provided as required to convey quality information.

(b) Structural Design

- (i) The Project's structural requirements will be provided and conveyed in such a manner that a quantitative take-off of required components, piling, reinforced concrete and structural steel etc. can be performed.
- (ii) Associated specifications will be provided as required to convey quality information.

(c) Building / Architectural

- (i) Based on process and operational requirements and equipment layout, the design of any new building/room envelopes and interior details will be provided.
- (ii) Drawings will provide preliminary architectural plans and building elevations. Typical wall sections will also be shown.
- (iii) Associated specifications will be provided as required to convey quality information.

(d) HVAC

- (i) Heating, ventilation and air conditioning design layouts and criteria including schedule of equipment will be provided to convey the requirements.
 - (ii) Associated specifications will be provided as required to convey quality information.
- (e) Process Mechanical Design
- (i) Plant process flow diagrams will be provided.
 - (ii) Area process mechanical design drawings will be provided which show plans and key sections to highlight major equipment layouts, arrangement and interconnection of key process components, hydraulic profile and standard mechanical details such as pipe and valve supports, backflow prevention, etc.
 - (iii) Associated specifications will be provided as required to convey quality information.
- (f) Electrical
- (i) A Preliminary electrical site plan, single line diagrams and area electrical plans identifying all major equipment and building services loads and requirements will be provided.
 - (ii) Standby power requirements for critical plant operations will also be assessed and identified.
 - (iii) Other electrical requirements such as plant lighting, low voltage power distribution, security system, telephone/communication systems, HVAC power, detection and alarm systems, electrical decommissioning and other miscellaneous electrical systems, etc., will be identified on electrical plans.
 - (iv) Associated specifications will be provided as required to convey quality information.
- (g) Instrumentation / Controls / Automation
- (i) Preliminary area process and instrumentation drawings (P & ID) together with a preliminary process control narrative for the Project will be provided.
 - (ii) A preliminary instrument list defining all process sensing equipment including level, flow, pressure and on-line monitoring instrumentation will be provided.
 - (iii) Associated specifications will be provided as required to convey quality information.
- (h) Summary of Major Equipment
- (i) A detailed listings of major equipment and associated information (major equipment being defined as equipment with significant electrical loads, process implications or capital/operational cost contribution) will be provided. The listings will include all major process equipment, major valves and key instruments.
 - (ii) Preliminary equipment data sheets will be provided for major process equipment. The data sheets will include general process / mechanical data, service conditions, performance requirements, materials of construction, electrical data, environmental controls etc.
- (i) Preliminary Project Commissioning Plan
- (i) Preliminary Project Commissioning Plan will be provided.
 - (ii) The plan will provide the concept and preliminary details as to how the Project components can be brought on-line relative to the overall plant construction and ongoing operations.
 - (iii) The plan will address all key Project components.

- (iv) The plan will minimize impact to the facility's capability to meet its regulatory obligations and provide detail of any planned impacts.
 - (v) The plan will encompass the various aspects of commissioning including training, inspection, quality, start-up, testing, verification and handover to operations. The plan will identify roles and responsibilities, procedures and processes, quantified anticipated resources, equipment, utilities and consumables, including start-up chemicals.
- (j) Project Schedule
- (i) A schedule that provides a detailed critical path for the Project covering activities from commencement of detailed design until turnover to operations.
 - (ii) The level of detail shall be such that it clearly conveys the significant activities related to the various Project components with their inter-dependencies and anticipated contract packages.
- (k) Preliminary Project Implementation Plan
- (i) The city will provide a preliminary level Project implementation plan further detailing the concepts of how the Project will be delivered, providing recommendation on procurement packages for equipment and components and identifying any areas of risk, including impacts to current facility treatment capability that need to be addressed to achieve the Project objectives. The plan shall include construction sequencing with associated implementation schedule that takes into consideration seasonal work, potential tie-ins to the existing system, ability to accelerate construction of key process components that could provide early treatment benefits, construction staging opportunities and commissioning.
- D5.3 The SEWPCC Preliminary Design Drawing List in Appendix B is the current drawing list that forms a part of the cost development documents identified in D5.2.
- D5.4 The Consultant shall attend a one day workshop with members of the Program Team and the City's design consultant in charge of the preparation of the Preliminary Design Cost Development Documents. At this workshop the City's design consultant will review the Preliminary Design Cost Development Documents and provide clarification to the Consultant if needed.
- D5.5 The Consultant shall ensure that all communications with any organization involved with the project are directed through the City's Project Manager.
- D5.6 The Consultant is to provide a detailed Construction Cost Estimate (estimate) for the SEWPCC Upgrading/Expansion Project based on Preliminary Design Cost Development Documents provided by the City. The City's expectation is to obtain an estimate with an accuracy of +/- 20%.
- D5.7 The estimate should include the cost of the following items:
- (i) General requirements such as bond, insurances, mobilization, demobilization, construction facilities, overhead, and other such construction setup and site costs;
 - (ii) The City will provide and maintain the following Project Insurance Coverage's for the construction. These cost should not be included as part of the costing report.
 - ◆ Builder's risk insurance in the amount of one hundred percent (100%) of the total project cost
 - ◆ Wrap-Up Liability insurance in the amount of no less than 10 million dollars (\$10,000,000.00)
 - ◆ The City of Winnipeg will carry such insurance to cover all parties engaged in the Work in this Contract. Provision of this insurance by the City of Winnipeg is not intended in any way to relieve the Contractor from

his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City of Winnipeg remains with the Contractor.

- (iii) Contractors working on the project will be required to provide and maintain the following insurance coverage at all times during the performance of the work
 - ◆ Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00).
 - ◆ Contractors shall be responsible for deductibles up to \$50,000.00 maximum of any one loss
- (iv) Contractors design responsibilities and associated professional costs (such as design of pipe hangers, formwork, shoring, rigging....etc.)
- (v) Spare parts (2 year allowance)
- (vi) Construction power, heating and hording, utilities, and services
- (vii) Construction cost escalation based on the schedule
- (viii) Delivery to Site
- (ix) Start-up and Commissioning
- (x) Manitoba Retail Sales Tax as applicable

D5.8 The estimate shall not include the following:

- (i) Cost of supplying and delivering to the site the High Rate Clarification Equipment. (Note the associated unloading and installation/commissioning is to be included in the estimate).
- (ii) Cost of supplying and delivering to the site the Free-Moving Media, Screens, Aeration System and Associated Appurtenances for the Integrated Fixed Film Activated Sludge (IFAS) Bioreactors. (Note the associated unloading and installation/commissioning is to be included in the estimate).
- (iii) Land acquisition costs and impost charges
- (iv) Operating costs including operating consumables such as chemicals during construction
- (v) Cost of City staff
- (vi) Cost of the City's design consultant and Construction Manager
- (vii) Cost allowances related to contaminated soil
- (viii) Goods and Services Tax

D5.9 The Consultant is to submit a Construction Cost Estimate Report, which provides, as minimum, the following information:

- (i) Methodology of the estimate accuracy
- (ii) Methodology and valuation of escalation
- (iii) Methodology and valuation of Manitoba Retail Sales Tax (MRST)
- (iv) Estimate detailed cost breakdown by Area Code and Process Code. See Appendix A for the City's codes. The following column headings should be used at a minimum:
 - ◆ Area Code, Process Code, NMS Division, NMS Subdivision, Description of Item, Labor Hours, Labor Costs, Material Costs, Units, Construction Plant Cost, Other Amount, Total Amount
- (v) Costing tools utilized (unit rates, benchmarks, RFQ, CPI...)
- (vi) Costing of the individual components identified in the Summary of Equipment provided as per D5.2D5.2(h)

- (vii) Bill of Quantity (BOQ) rates preparation (e.g. for excavation volumes, concrete volume, piping, valves...)
- (viii) Methodology and valuation of start-up and commissioning
- (ix) Estimate cost summary by Area Code and Process Code and overall total. See Appendix A for the City's codes
- (x) Report should clearly identify for the estimate;
 - ◆ what is included
 - ◆ what is excluded
 - ◆ any allowances that have been made
 - ◆ the final accuracy of the cost estimate

D5.10 Provide a Construction Total Cost in Canadian Dollars. Include MRST as a separate line item in Cost Estimate as applicable. Costing should be based on the location of the site.

D5.11 The Consultant shall attend a ½ day workshop with members of the Program Team and present the Construction Cost Report.

D5.12 The Consultant should allow for the Program Team to review a draft of the report and make review comments. The Consultant shall update the report to final version incorporating any changes necessitated by the review comments.

D5.13 Submit ten (10) bound hard copies each including electronic PDF version on CD of the Final Construction Cost Report.

D5.14 Submit an electronic copy of the Final Construction Cost Report in its native format (excel, word, etc.). The costing details and breakdown shall be provided in excel format.

D6. PROJECT SCHEDULE

D6.1 The following Key Milestone activities are outlined below:

Milestone Activity	Estimated Timeline
Attend a Project Kickoff Meeting	1 to 2 weeks after award
City to Issue Preliminary Design Cost Development Documents	Within 3 months after award
Attend one day workshop with Program Team and Design Consultant	Within 2 weeks of issuance of documents
Present Construction Cost Report	Within 2 months after issuance of documents
Issue Final Construction Cost Report	Within 2 weeks of issuance of City final comments

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 Consultant's 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 Insured's, 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; and
 - (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 Sub-Consultants to provide comparable insurance to that set forth under D9.2(a).
- 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 D9.10.
- 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 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D9.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Sub-Consultants shall not be held to waive or release the Consultant or Sub-Consultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Sub-Consultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D9.8.
- D9.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City..

SCHEDULE OF WORK

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.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C10, the Consultant shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Water and Waste Department
Engineering Division
110-1199 Pacific Avenue
Winnipeg MB R3E 3S8

Attn: Tim Turzak, C.E.T
Facsimile No.: 204- 224-0032
Email: tturzak@winnipeg.ca

- D11.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) type and quantity of work performed categorized by key individual assigned to the project and their hourly rate;
 - (c) the amount payable with GST and MRST shown as separate amounts; and
 - (d) the Consultant's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 Bids Submissions must be submitted to the address in B6.9

D12. PAYMENT

- D12.1 Further to C10, the City may at its option pay the Consultant by direct deposit to the Consultant's banking institution.

D13. PAYMENT SCHEDULE

- D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Consultant's invoice.
- D13.2 The following payment schedule would be applicable:
- (a) 20% on the City providing the Preliminary Design Cost Development Documents to the consultant. As per clause D5.2;
 - (b) 30% on issuance of draft Cost Construction report. As per clause D5.11;
 - (c) Remainder on Total Performance.