



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 159-2015**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
NORTH END WATER POLLUTION CONTROL CENTRE (NEWPCC) HAULED LIQUID  
WASTE FACILITY PHASE II UPGRADE**

**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 THE NORTH END WATER POLLUTION CONTROL CENTRE (NEWPCC) HAULED LIQUID WASTE FACILITY PHASE II UPGRADE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 13, 2015.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 The Proponent may make an appointment to view the Site by contacting the Project Manager identified in D2 a minimum of 48 hours in advance.

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

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

### **B4. ENQUIRIES**

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

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

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

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

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

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

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

## **B5. CONFIDENTIALITY**

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

## **B6. ADDENDA**

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

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
  - (b) 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 be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL (SECTION A)**

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

- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. FEES (SECTION B)**

B9.1 The Proposal shall include a **Fixed Fee** for all disciplines, identified and necessary, for the following Scope of Services phases of the Project:

- (a) Project Management
- (b) Conceptual Design
- (c) Preliminary Design
- (d) Detailed Design

B9.2 The Proposal shall include a fee schedule calculated on a **Time Basis** for all disciplines, identified and necessary, for the following Scope of Service phases of the Project:

- (a) Contract Administration

B9.3 The proposal shall at a minimum allot 5 months for contract administration services with an assigned Resident Engineer.

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

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

- (a) changes in the Project budget or the Final Total Construction Cost; and
- (b) Increases to hourly rates
  - (i) Proposal shall identify and detail all rate escalations including salary adjustments
  - (ii) The total fee in the proposal shall include all escalations.

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

B9.6 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.7 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

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

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

B9.10 Invoices to be submitted on a monthly basis and billed on percentage completed through each of the following design phases (conceptual, preliminary and detailed design). Each phase billed

to a maximum of 80%, the remaining 20% billable upon City approval of completed final design deliverables.

- B9.11 Invoicing for the contract administration works to be submitted monthly on a time based fee to an upset limit.

**B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;  
(b) role of the consultant;  
(c) project's original contracted construction cost and final construction cost;  
(d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);  
(e) project owner;  
(f) reference information (two current names with telephone numbers per project).

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;  
(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 D4.

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 D4.

**B14. PROJECT SCHEDULE (SECTION G)**

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 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) Conceptual Design Report                                  | 3 weeks |
| (b) Preliminary Design Report and Preliminary Design Drawings | 3 weeks |
| (c) Final Design Drawings and Tender Package                  | 4 weeks |

**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:

- (a) Stantec Consulting Ltd.
- (b) Gateway Construction & Engineering Ltd.

## **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; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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 B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Technical Proposal (Section E) 10%
- (g) Project Management Proposal (Section F) 5%
- (h) Project Schedule. (Section G) 15%

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 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 B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder 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).
- 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](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:

Reetu Dewitt, P.Eng.

Email: rdewitt@winnipeg.ca

Telephone No. 204 986-7455

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. BACKGROUND

D3.1 The North End Water Pollution Control Centre (NEWPCC) located at 2230 Main Street is the largest of the three wastewater treatment plants servicing the City of Winnipeg. The NEWPCC provides primary, secondary treatment, centrate treatment, UV disinfection, and is the only plant operated by the City that has sludge processing capabilities. The NEWPCC receives hauled liquid waste (HLW) in the form of septage for treatment and processing. The City of Winnipeg has been treating trucked hauled septage, industrial waste and leachate generated both from within the City and surrounding municipalities at one of two dumping locations since 2007.

The NEWPCC hauled liquid waste facility is comprised of 4 paved vehicle lanes; the first three being access controlled via security gates. Currently lane 1 and 2 accept HLW, while lane 3 is for leachate acceptance and lane 4 was designed to accept sludge. Each hauled liquid waste lane drains into their own concrete holding tank that provides a capacity of 21,000L per tank. The tanks act as a safety mechanism should hydrocarbons be present in the hauler loads. The tanks are outfitted with sensors to measure tank liquid levels and the presence of hydrocarbons. This information is sent back to a PLC (programmable logic controller) which services a number of components found within the HLW area.

The completion of this project will be crucial, since it will impact the impending closure of the SEWPCC HLW station. With the closure of the SEWPCC HLW station, there will be an increase in the HLW loading at NEWPCC. To meet increased HLW truck traffic, lane 3 must be converted. The most cost effective and logical course of action is to convert lane 3 into the third (3rd) HLW lane at NEWPCC. Since inception the NEWPCC HLW facility has experienced ongoing functional and operational deficiencies which has adversely affected the City's ability to provide a reliable level of service.

The City of Winnipeg is soliciting Professional Consulting Engineering services for the conceptual design, preliminary design, detailed design, contract administration and additional services as required for the design, construction, commissioning and project turn-over of the repairs and upgrades to the HLW facility at NEWPCC. These works are aimed at improving the overall HLW facility performance and operations at NEWPCC as well as mitigating any problems and concerns currently occurring with the facility and any that may occur in the future.

#### **D4. SCOPE OF SERVICES**

D4.1 The Services required under this Contract shall consist of Professional Consulting Engineering Services for the conceptual design, 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:

(a) Project Management

- (i) Plan, organize, secure and manage resources to bring about the successful completion of specific project goals and objectives.
- (ii) Create a Consultant Services Management Plan (Appendix E and Appendix F).
  - Submit two (2) hard copies and one (1) electronic PDF copy of the “draft Consultant Services Management Plan.”
  - Upon receipt of City review comments submit two (2) hard copies and one (1) electronic copy of the “final Consultant Services Management Plan.”
- (iii) Structure the Project into manageable sub-entities and prepare a Work Breakdown Structure (WBS).
- (iv) Develop a Project schedule identifying Project activities, milestones, responsibilities, time lines for each and links to other project activities and deliverables.
- (v) Establish protocol for all communication issues throughout the Project including change management.
- (vi) Establish appropriate levels of review and approvals for all Project deliverables.
- (vii) 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 B.
- (viii) 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.
- (ix) 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.
- (x) Continuously review and assess the status of the actual cost, projected costs to completion, and schedule.
  - Submit a monthly project status report outlining project cost, schedule and scope. Monthly reports shall include: line charts detailing budget, actual cost, projected costs for tasks defined in the WBS, an earned value graph and an updated project schedule.
  - Monthly status reports shall be limited to a maximum of three (3) pages including charts.
  - Submit one (1) electronic PDF copy of the “Monthly Project Status Report” within three (3) working days of months end.
- (xi) Chair regular project meetings and provide minutes. Minutes are to be submitted within four (4) working days of the meeting date.
- (xii) Resolve Project disputes in a timely manner.

(b) Conceptual Design

- (i) Collect and review all available existing information about the site including files, reports, drawings, operating manuals, etc. Where necessary conduct field surveys and investigations to verify existing conditions and to supplement available

information. As well during the conceptual design phase, the Consultant shall organize meetings with City staff to ensure all issues and concerns are accounted for.

- (ii) Review lane 3 conversion from leachate to HLW acceptance. Provide concept level designs for the conversion of lane 3 to HLW acceptance. The new design should show:
- Manhole-4 (MH-4) reconfigured to discharge into holding tank #3 (i.e.: shown as holding tank #1 in leachate service building in Appendix A drawing number 1-0101X-A0001-001), rather than holding tank #4 (i.e.: shown as holding tank #2 in leachate service building in Appendix A drawing number 1-0101X-A0001-001).
  - Manhole-5 (MH-5) would potentially remain tied into holding tank #3 to maintain lane drainage requirements. As well, all other necessary land drainage requirements for the project site should be accounted for and addressed.
  - Lane 3 gate configuration should mirror lanes 1 and 2.
  - Both the acceptance manhole and holding tank configuration should be identical to the current HLW lanes.
  - Lane 3 will require a new sampler and the relocation of the H<sub>2</sub>S (hydrogen sulfide) gas monitoring system to mirror lanes 1 and 2.
  - Modifications required on the discharge side of holding tank #3 to accommodate HLW material must also be reviewed and shown. The holding tank should discharge into the wastewater sewer via gravity, as lanes 1 and 2 do.
  - Review valve/actuator design found on lanes 1 and 2 and present best design option(s) for lane 3.
- (iii) Review and provide recommendations for a revised design for leachate acceptance for lane 4. Provide concept level designs for the installation of a leachate acceptance port on lane 4. The design should include:
- The acceptance port should be designed to provide a locked and sealed connection to the discharge hose of the hauling truck.
  - An LEL sensor
  - Mitigate foaming issues
  - Lane 4 will require a new sampler
  - Modifications to discharge port of holding tank #4. Removal of existing leachate pump and valve infrastructure. Review and provide recommendation for the optimum discharge configuration of the leachate to the wastewater sewer.
- (iv) Review and provide recommendations for a revised automated tank flushing plan using plant flushing water in lieu of potable water which is currently being used. The proposed concept design should address cost concerns due to high potable water consumption costs as well as increase facility reliability by instituting:
- daily automated tank and sewermain flush (full tank flush) for all lanes
  - small automated tank flushing at the end of each holding tank discharge
  - evaluate configuration of a flushing system for all tanks, which could utilize flushing sprayers oriented to clean the seat of each discharge valve.
  - an evaluation of flushing system pipe sizing to ensure strong enough discharge forces and tank filling/flushing time are minimized.
- (v) Review and provide recommendations for a hard wired H<sub>2</sub>S monitoring system which should tie into the NEWPCC DCS in both HLW service buildings.
- (vi) Review and evaluate the existing sampling system and its configuration found on lane 1 and provide recommendations for use on all lanes.

- (vii) Review, evaluate and provide recommendation for the install of an industrial grade PLC integrated system to replace the existing snow melt control system.
- (viii) Review and evaluate the current configuration of the intake and discharge exhaust piping. Provide recommendations for a revised design with the piping entering and exiting the holding tanks outside the building.
- (ix) Review and provide recommendations on the abandonment of the leachate and sludge lines/piping to the holding tanks. The configuration of discharging to the front of the plant should remain as the primary discharge configuration.
- (x) Investigate scope of all electrical, PLC, and DCS and compatibility requirements. The Consultant shall allow time in their project schedule to meet and review in detail with City staff, all of the programming issues plaguing the facility since commissioning. This should be shown in the proposal. The Consultant shall account for the following in their project schedule:
  - The Consultant shall allow for a minimum of 2 days on-site to review the current facility configuration, programming logic, etc. and resolve and mitigate early issues.
  - The Consultant shall allow for a minimum of a half day to discuss operational concerns with City staff.
- (xi) Review and provide recommendation for the main ventilation line which connects the service buildings to the dewatering fan. It was determined there is a low point present where water collects, which needs to be addressed and mitigated.
- (xii) Review, evaluate and provide recommendation for the existing floor drain system in each of the service buildings housing the holding tanks.
- (xiii) Examine site constraints and develop installation strategies for all works on the HLW facility site considering:
  - (i) Lead time for delivery of equipment
  - (ii) Lead time for the design of facility upgrade components
  - (iii) Site access
  - (iv) Evaluation of overall impact on plant operations throughout construction.
- (xiv) Review and provide recommendations of current technologies, cost implications and Operational dependency of incorporating a system (facility pre-screening system) to mitigate the issue of large debris in the waste stream, which leads to pipe clogging and discharge valve faulting.
- (xv) Provide recommendations from the concepts considered.
- (xvi) Adherence to appropriate safety protocols for all work in the NEWPCC.
- (xvii) Prepare concept level cost estimates and project schedules for all the conceptual design options and supplementary work.
- (xviii) Throughout conceptual design, meet with the City to discuss findings, obtain input from City personnel, and discuss design options. A minimum of two (2) formal meetings will be required, and should be shown in the Consultant's project schedule:
  - 1. Project kickoff
  - 2. Present and review draft conceptual reportAdditional formal meetings can be accommodated to suit Consultant's requirements, and should be shown in the Consultant's project schedule.
- (xix) Prepare a comprehensive Conceptual Design Report documenting investigations performed, findings, conceptual designs, recommendations, cost estimates and project schedules.
- (xx) Submit ten (10) hard copies and two (2) electronic PDF copies of the "Draft Conceptual Design Report." The Consultant should allow for a 3 week review period for the City to provide comments prior to the Consultants draft review meeting with the City. This should be accounted for and shown in the proposal.
- (xxi) Upon receipt of City review comments submit ten (10) hard copies and three (3) electronic PDF copies of the "Final Conceptual Design Report."

(c) Preliminary Design

- (i) Perform further engineering assessment and design for the conversion of lane 3 to HLW acceptance. The assessment should incorporate structural components, repair requirements, ancillary work, and supplementary work based on the preferred option selected from the conceptual design.
- (ii) Perform further engineering assessment and design for a revised design for lane 4. The assessment should incorporate structural components, repair requirements, ancillary work, and supplementary work based on the preferred option selected from the conceptual design.
- (iii) Perform further engineering assessment and design for a revised automated tank flushing plan. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (iv) Perform further engineering assessment and design for a hard wired H<sub>2</sub>S monitoring system in both HLW service buildings. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (v) Perform further engineering assessment and design for the sampler system. The assessment should incorporate repair requirements, ancillary work, and supplementary work based on the preferred option selected from conceptual design.
- (vi) Perform further engineering assessment and design for the install of an industrial grade PLC integrated system to replace the existing snow melt control system. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (vii) Perform further engineering assessment and design for intake and discharge exhaust piping design. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (viii) Perform further engineering assessment and design for the abandonment of the leachate and sludge lines/piping to the holding tanks. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (ix) Perform further engineering assessment and design for the main ventilation line drainage requirements. The assessment should incorporate structural components, repair requirements, ancillary works and supplementary work based on the preferred option selected from conceptual design.
- (x) Perform further engineering assessment and design for the revision of the existing floor drain system in each of the service buildings. The assessment should incorporate structural components, repair requirements, ancillary work and supplementary work based on the preferred option selected from conceptual design.
- (xi) Prepare preliminary design drawings and tender package including technical specifications.
- (xii) Identify all permits necessary for construction.
- (xiii) Identify required instrumentation, controls, and programming. Define work needed to install new instrumentation and controls within the plants existing distributed control system (DCS).
- (xiv) Develop a construction work plan addressing site constraints identified from conceptual design.
- (xv) Prepare preliminary level cost estimate and project schedule.
- (xvi) Throughout preliminary design meet with the City to discuss findings, obtain input from City personnel, and discuss design. A minimum of two (2) formal meetings will be required, and should be shown in the Consultant's project schedule:
  - 1. Present and review draft functional report, and
  - 2. Review preliminary design drawings and tender package.

Additional formal meetings can be accommodated to suit Consultant's requirements, and should be shown in the Consultant's project schedule.

- (xvii) Prepare a comprehensive Preliminary Design Report documenting investigations performed, findings, functional design, recommendations, cost estimates, and project schedule. The Consultant shall allow for in their schedule a 3 week review period for the City to provide comments prior to the functional report meeting. This must be accounted for and shown in the schedule and included in the proposal.
  - (xviii) Submit ten (10) hard copies and two (2) electronic PDF copies of the "Draft Preliminary Design report."
  - (xix) Upon receipt of City review comments submit ten (10) hard copies and three (3) electronic PDF copies of the "Final Functional Design Report."
  - (xx) Submit ten (10) hard copies of the "Draft Preliminary Design Drawings" and "Draft Preliminary Tender Package." The Consultant shall allow for in their schedule a 3 week review period for the City to provide comments prior to the functional report meeting. This must be accounted for and shown in the schedule and included in the proposal.
  - (xxi) Upon receipt of City review comments submit ten (10) hard copies and three (3) electronic PDF copies of the "Final Preliminary Design Drawings" and "Final Preliminary Tender Package."
- (d) Detailed Design
- (i) 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.
  - (ii) The Consultant shall follow the City of Winnipeg's Water and Waste Department:
    - (i) Electrical and Instrumentation Standardization
    - (ii) Automation Design Guide
    - (iii) Electrical Design Guide
    - (iv) Identification Standard
    - (v) Drawing Numbering System
    - (vi) Document Numbering System, and
    - (vii) Environmental Management Policy
      - Documents outlined in D4.1(d)(ii), or its alternative, will be provided to the successful proponent.
  - (iii) Submit a detailed design notes package including items such as structural, geotechnical, mechanical, and electrical design calculations related to 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).
  - (iv) Prepare detailed engineering drawings and tender package including technical specifications.
  - (v) Submit detailed drawings and tender package to Materials Management for public bidding.
  - (vi) Prepare a detailed engineer's cost estimate.
  - (vii) Provide appropriate response to bidders and advice to the City during tender call and issue addenda to the contracts documents as necessary.
  - (viii) Arrange for and attend bidder's site visit(s).
  - (ix) Submit a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Contract.
  - (x) Conduct a pre-award meeting with Contractor.

- (xi) 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, and should be shown in the Consultant's project schedule:
    - 1. Review detailed design drawings and tender package.  
Additional formal meetings can be accommodated to suit Consultant's requirements, and should be shown in the Consultant's project schedule.
  - (xii) Submit two (2) hard copies and two (2) electronic PDF copies of the "Detailed Design Notes Package."
  - (xiii) Submit ten (10) hard copies of the "Draft Detailed Design Drawings" and "Draft Tender Package." The Consultant shall allow for, in their schedule, a 4 week review period for the City to review submitted documents and provide comments prior to the detailed design review meeting. The Consultant must account for this review period and it should be shown in the proposal.
  - (xiv) Upon receipt of City review comments submit ten (10) hard copies and three (3) electronic PDF copies of the "Final Detailed Design Drawings" and "Final Tender Package."
- (e) Contract Administration
- (i) Administer construction contract, and deliver the duties of the Contract Administrator as contained in the Contract Administration Manual in Appendix C.
  - (ii) The Consultant shall use the appropriate City templates throughout the course of the project (Appendix B).
  - (iii) Conduct a pre-construction meeting.
  - (iv) Chair bi-weekly construction meetings and provide minutes. Minutes are to be submitted within four (4) working days of the meeting date.
  - (v) 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.
  - (vi) Review and accept shop drawings supplied by the contractor or supplier to ensure the drawings are in conformance with the drawings and specifications, without relieving the contractor of their contractual and other legal obligations in respect thereof.
    - Submit two (2) hardcopies and three (3) electronic PDF copies of all final shop drawings.
  - (vii) 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.
  - (viii) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
  - (ix) Consult and advise the City during the course of construction.
  - (x) 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.
  - (xi) 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.
  - (xii) Provide full time resident engineering services when the Contractor is on-site to ensure that the construction is carried out in conformance with the drawings and specifications.

- (xiii) Visit and inspect work at fabrication shops, staging areas, manufacturing facilities as necessary.
- (xiv) Keep a continuous record of project activities including but not limited to daily reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the project.
- (xv) Monitor and manage the Contractors schedule.
- (xvi) Co-ordinate all work by third parties including but not limited to traffic signal installations, hydro, telephone, gas utility work, railway work, and City personnel. Prepare and submit applications, reports, drawings, and other information as required in support of work by third parties.
- (xvii) Provide a reference line and elevation to the Contractor and check the Contractor's adherence thereto.
- (xviii) Prepare, certify and submit progress estimates to the City for payments to the Contractor for construction performed in accordance with the drawings and specifications.
- (xix) Co-ordinate 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, review of training procedures and training documents prepared by the Contractor.
- (xx) 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.
- (xxi) Co-ordinate and manage start-up and commissioning of new equipment and facilities. The Consultant shall account and budget for all on-site commissioning activities and shall lead the commissioning process. The commissioning process shall include, but is not limited to the following:
  - Preparation of a commissioning plan
  - Coordinate and review implementation of the commissioning plan
  - Review commissioning and training plan with City
  - Plan, schedule and co-ordinate all commissioning works
  - Be present on-site during commissioning
  - Review Contractor submissions and record keeping
  - Sign off on appropriate training documents
  - Sign off on appropriate commissioning documents
- (xxii) 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.
- (xxiii) Prepare and submit "as-built" drawings for the project within 1 month of Total Performance.
  - Submit five (5) hard copies of 11x17 size "draft as-builts" and one (1) electronic copy of PDF and AutoCAD files.

- 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 as-builts.”
- (xxiv) 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.
- (xxv) Provide inspection services during the maintenance guarantee period of the Contract.
- (xxvi) Provide a detailed inspection of the project with the Contractor and the City prior to the end of the Contractor warranty period.

## **D5. DEFINITIONS**

D5.1 When used in this Request for Proposal:

- (a) “NEWPCC” means North End Water Pollution Control Centre.
- (b) “SEWPCC” means South End Water Pollution Control Centre.

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 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.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

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

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

### **D8. INSURANCE**

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$ 1,000,000.00 per claim and \$ 2,000,000.00 in the aggregate.

- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 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 D8.8.
- D8.6 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.
- D8.7 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.
- D8.8 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**

### **D9. COMMENCEMENT**

- D9.1 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.

- D9.2 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 D7;
    - (ii) evidence of the insurance specified in D8;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by July 29, 2015.