



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO.1154-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
ELECTRICAL UPGRADES AT CLIFTON FLOOD PUMPING AND WASTEWATER
LIFT STATION**

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 ELECTRICAL UPGRADES AT CLIFTON FLOOD PUMPING AND WASTEWATER LIFT STATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 21, 2019.

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

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

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a site investigation tour of the Clifton Flood Pumping Station and Wastewater Lift Station at 1256 Wolseley Avenue on December 18, 2018: at 10:00am

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

B3.1.2 Proponents that will be attending the site investigation are required to wear appropriate Personal Protection Equipment (PPE), steel toed boots, hard hat, safety vest, gloves, etc.

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

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.5 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.

B4.6 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.
- B6.3 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>
- B6.4 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

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 Sub-consultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six 6 copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(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 12 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.

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 and/or phases identified in D4 Scope of Services.

- (a) Preliminary Engineering
- (b) Design and Specification Development
- (c) Contract Document Preparation
- (d) Procurement Process
- (e) Contract Administration Non Resident Construction Services
- (f) Contract Administration Resident Construction Services
- (g) Project Close-Out Post Construction Services

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 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.

B9.4 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.

B9.5 Notwithstanding C11.1, 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.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on 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 cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design 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 Sub-consultants.

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 Identify the following Key Personnel assigned to the Project:

- (a) Project manager;

B11.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B11.4 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 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.

B11.5 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. 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. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ;
and;
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form B for all disciplines and or phases identified in D4 Scope of Services.

B12.5.1 The Total Fees on Form B should match Fees submitted in response to B9.

B12.6 Proponents may use Form B or a table of their own design provided it includes all information requested in accordance with B12.5.

B12.7 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.

B13. PROJECT SCHEDULE (SECTION F)

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

B13.2 The 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.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) SNC-Lavalin
- (b) KGS Group

B14.3 Additional Material:

- (a) Clifton Flood Pumping Station and Wastewater Lift Station Arc Flash Study – May 2011
- (b) Flood Pumping Stations –Reliability Upgrades of Service Entrance Equipment – Definition Draft Report –July 2010
- (c) Clifton Flood Pumping Station Electrical / Mechanical Operating Manual July 2008

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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;

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 Proponents and the Contract amount of the successful Proponent and their address(es) 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 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her 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 Work for the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 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.

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 12 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 12 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, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

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

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule. (Section F) | 10% |

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, in accordance with B10.

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, in accordance with B11

B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B23.4 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.
- B23.5 The City may, at its discretion, award the Contract in phases.
- B23.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B23.6.1 The Contract documents as defined in C1.1(o)(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.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 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.
- B23.9 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 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Verden Jeancart C.E.T.

Telephone No. 204 986-5310

Email Address: vjeancart@winnipeg.ca -

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.

D3. BACKGROUND

D3.1 The City of Winnipeg - Water & Waste Department requires electrical upgrades at the following Flood Pumping Station (FPS) and Wastewater Lift Pumping Station.

D3.2 Clifton Flood Pumping Station and Wastewater Lift Pumping Station – 1256 Wolseley Avenue.

D3.3 The existing electrical equipment in the Clifton FPS and Wastewater Lift Station (service entrance equipment, panel boxes, switchgear, circuit breakers, and motor starters) are typically 50 plus years old and require upgrading.

D3.4 The existing Manitoba Hydro supply transformers for the Clifton Flood Pumping Station are recommended to be replaced from three 3 vault style transformers to one pad mount style transformer.

D3.5 Historical record drawings for the Clifton Flood Pumping Station are included in Appendix "A" of this document.

(a) The record drawings provided herein are for informational purposes only and The City makes no claim or liability to the accuracy of the information provided.

D3.6 An Arc Flash Study was completed for the Clifton FPS by SNC Lavalin in 2011 and can be used for reference as per clauses stipulated in B14.3 – "Additional Material" outlined in Appendix B.

D3.7 A preliminary draft report "Flood Pumping Stations – Reliability Upgrade of Service Entrance Equipment" was completed by KGS in 2009 and can be used for reference as per clauses stipulated in B14.3 – "Additional Material" outlined in Appendix "C".

(a) This draft report provided herein is for informational purposes only and The City makes no claim or liability to the accuracy of the information provided.

D3.8 The Clifton Flood Pumping Station Operation and Maintenance Manual was completed by KGS in July 2008 and can be used for reference as per clauses stipulated in B14.3 – "Additional Material" as outlined in Appendix "D". The detailed design stage for this project will mostly involve upgrading the electrical components of the FPS. and connecting to existing instrumentation and process control.

- (a) This report provided herein is for informational purposes only and The City makes no claim or liability to the accuracy of the information provided.

D3.9 Typically, the Clifton FPS is in operation from February 28 until November 1st and no work on site can be performed at this time or when Clifton FPS is in operation.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of in accordance with the following:

- (a) Preliminary Engineering;
- (b) Preliminary Design;
- (c) Detailed Design and Specification Development;
- (d) Contract Document Preparation;
- (e) Procurement Process;
- (f) Construction Services; and
- (g) Post Construction Services.

D4.1.1 The Services required under D4.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The following shall apply to the Services:

- (a) The City of Winnipeg; Water and Waste Department – Electrical Design Guide http://www.winnipeg.ca/finance/findata/matmgt/documents//2014/40-2014//40-2014_Appendix_K_WWD_Electrical_Design_Guide.pdf
- (b) The City of Winnipeg; Water and Waste Department – Identification Standard http://www.winnipeg.ca/finance/findata/matmgt/documents//2012/682-2012//682-2012_Appendix_D-Identification_Standard.pdf

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) Department means “City of Winnipeg Water and Waste Department “
- (b) FPS means “Flood Pumping Station”;
- (c) MCC means “Motor Control Centre”; and
- (d) RTU means “Remote Terminal Unit”

D6. PRELIMINARY ENGINEERING

D6.1 General

- (a) These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the “Definition of Standard Consulting Engineering Services required by the City of Winnipeg.
- (b) The consulting services described herein will be provided for the Water and Waste Department (the Department).

D6.2 Orientation Meeting

- (a) Attend a mandatory meeting with the Wastewater Planning and Delivery Branch and Wastewater Services Branches of the Department to review project expectations and limits.

D6.3 Engineering Services

- (a) Review electrical upgrade recommendations as per documents listed in B14.3 – “Additional Material” and Appendix A, Appendix B, Appendix C, Appendix D.
- (b) Investigate the facility to collect any additional and current data regarding the electrical distribution, equipment, nameplate, layout, code requirements, structural modifications and existing protection systems.
- (c) Check existing facility for Hazardous Materials and Geotechnical underground piping and structures prior to transformer and electrical equipment replacement as required.
- (d) Coordinate power supply for transformer and electrical equipment replacement with Manitoba Hydro.
- (e) Provide recommendations acceptable to the City of Winnipeg - Water & Waste Department for electrical upgrades based upon (a) and (b).
- (f) Develop a clearly defined design based upon the Water and Waste Departments requirements, as defined by (a) and (b). The project quality, scope, budget, and schedule will also be confirmed and refined.
 - (i) Electrical Design
 - a) A preliminary electrical site plan, single line diagrams and area electrical plans identifying all major equipment and building service loads and requirements shall be developed.
 - b) Other electrical requirements such as connection to existing plant light, low voltage power distribution, security system, telephone/communication system, HVAC power, RTU, CSO Monitoring equipment, level sensors, detection and alarm systems, etc. shall be identified on electrical plans.
 - c) Associated specifications shall be provided as required to convey quality information
 - (ii) Instrumentation/Control/Automation Design
 - a) Connection of control cabling for new electrical equipment to existing area process and instrumentation panels may require updating of drawings (P & ID) together with a preliminary process control narrative for the Project shall be provided.
 - b) Associated specifications shall be provided as required to convey quality information.
 - (iii) Architectural /Structural Design
 - a) Based on process and operational requirements and equipment layout, the room layout and interior details might be required to be developed to insulate the electrical room, install housekeeping equipment pads for the MCC and exterior equipment for the transformers and service entrance equipment.
 - b) The drawings shall provide preliminary architectural plans and building elevations. Typical wall sections shall also be shown.
 - c) Associated specifications shall be provided as required to convey quality information.
- (g) During the pre-design phase, the project program will be reviewed in detail and alternative design solutions discussed, thereby providing a reasonable basis for developing a cost analysis of the project including a Class 3 cost estimate. Based on a mutually agreed-upon project quality, scope, budget and schedule between the Water and Waste Department, Design Consultant, and Capital Planning and Project Management, pre-design documents will be drafted for review.

D7. DESIGN AND SPECIFICATION DEVELOPMENT

D7.1 General

- (a) All required technical specifications complete with Form B: Unit Prices, to be included with the Bid Opportunity's documents and construction drawings package.
- (b) A pre-tender Class 1 estimate must be provided to the Department's contact person for review at least fifteen (15) Calendar Days prior to tendering. The project shall not be tendered without this review.
- (c) Construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- (d) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- (e) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.
- (f) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents.
- (g) Review Bid submissions for completeness and prepare Bid submission tabulation.
- (h) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - (i) To establish that the Contractor has received all addenda.
 - (ii) To ascertain that the Contractor understands the scope of work in the Bid Opportunity.
 - (iii) To determine that the Contractor is capable of meeting the obligations of the details in the Bid Opportunity.
 - (iv) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (i) Preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost.
- (j) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.
- (k) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the Station can be put into active service.

D7.2 Engineering

- (a) Design will be required for the following components:
 - (i) Detailed engineering design and preparation of drawings and specifications for the construction of works as per conclusions and recommendations agreed upon in – D6.3 Pre-Design Engineering Services. Work to be completed as recommended in D6.3 Pre-Design Engineering Services and in accordance with City of Winnipeg - Water & Waste Department standards.
- (b) Electrical and Instrumentation Engineering
 - (i) This section identifies certain specific Consultant Service requirements associated with electrical work and is not intended as a limit to the overall general requirements for related consultant services.
 - (ii) Design will be required for the following components.
 - (iii) Shall be as per recommendations in the D6.3 Pre-Design Engineering Services

- a) Shall mostly likely involve design of new pumping station electrical distribution , including but not limited to: service entrance switchgear, electrical panels, circuit breakers, motor starters, a motor control centre, and all associated components.
 - b) Shall involve design of a new pad mount transformer to replace three existing vault style transformers.
 - c) All electrical and instrumentation design must be designed to operate and integrate with existing components, i.e. , RTU panel, SCADA Systems, Combined Sewer Overflow (CSO) monitoring equipment, etc. and pumps in the Roland FPS.
 - d) Provision of temporary power supply panel for Clifton Pumping Station during construction.
 - e) Ensure that equipment identification is consistent with the City of Winnipeg Water and Waste Identification Standard.
 - f) Ensure that design is consistent with the City of Winnipeg; Water and Waste Department – Electrical Design Guide.
 - g) All electrical code requirements to be satisfied.
- (iv) The deliverables are to include, but not limited to:
- a) Provide design calculations for all electrical design.
 - b) Provide an overview single line drawing of the entire facility on A1 or AO drawing.
 - c) Provide comprehensive detailed single line drawings of each process area. Indicate the arc flash category next to each piece of equipment.
 - d) Provide MCC elevations for all new MCC'S.
 - e) Provide three line schematics for all switchgear, and specific details within electrical distribution equipment, such as power meters and voltage monitors.
 - f) Provide detailed panel schedules for all new and revised panels. Indicate loads, wire sizes, breakers details, and spare panels for future HVAC upgrades etc.
 - g) Provide electrical plan layouts of all equipment and components. Typical standard of acceptance for the scale is 1:50.
 - h) Provide detailed plan layouts for all electrical rooms. Typical standard of acceptance for the scale is 1:30.
 - i) Standardized Control System and Motor Control Equipment have been standardized by the City and will be supplied by the Contractor in the Bid opportunity for the construction contract.
 - j) Provide cable tray layout plan and section drawings.
 - k) Provide detailed concrete duct bank routing and section drawings as required.
 - l) Provide motor starter schematics and connection diagrams for all new and modified starters.
 - m) Provide loop diagrams for all automation monitoring of the normal and essential power distribution systems. Monitoring is to include all major busses, and transfer switches.
 - n) Provide connection diagrams for all interconnections between the transfer switches and other equipment.
 - o) Provide grounding plan and riser diagrams as required to clearly indicating all new dedicated grounding conductors within the facility.
 - p) Provide interior and exterior panel layouts for all new custom electrical panels.
 - q) Provide a cable schedule of all new electrical cables.
 - r) Provide settings sheet in Word or Pdf format, for all critical equipment such as: protection relays, electronic trip breakers, variable frequency drives or soft starters, other critical equipment.
 - s) Provide electrical commissioning and testing forms for the contractor to complete during commissioning.

- t) Loop drawings to be provided to city for review Commissioning and testing of all controls to be performed by or under the supervision of the consulting engineers, and will be verified with the city only after this successful commissioning. A final commissioning report of all controls will be provided to the city.
 - u) Coordination with Manitoba Hydro for required power supply Obtain Class 1 Cost estimate from MB Hydro for required power supply.
 - v) Provide electrical connection/termination to power supply with Manitoba Hydro.
 - w) Protection coordination diagrams to be provided to the city.
 - x) Arc flash study to be completed using SKM software. SKM files and single line drawing to be submitted to the city.
 - y) Arc flash energies to be kept as low as reasonably attainable.
 - z) Provide arc flash labels for all electrical equipment based upon the arc flash study, revised to as-constructed. Arc flash labels are to be consistent with City Standards. Weatherproof and vandal protected arc flash warning labels to be provided as per city standard and CSA Z462 standards.
 - aa) Hazardous zones to be identified and illustrated on electrical drawings.
 - bb) Provision shall be made to electrically isolate and lock out equipment.
- (c) Heating and Ventilation Engineering
- (i) Provide for additional MCC sections to accommodate space for breakers for future HVAC upgrades.
 - (ii) Provide for HVAC upgrades in electrical room if required.
- (d) Architectural / Structural Design
- (i) Design will be required for the following components.
 - a) Insulation of electrical room if required if required.
 - b) All building codes to be satisfied.
- (e) Prepare a Bid Opportunity package complete with drawings and specifications through City of Winnipeg Materials Management website.
- (f) Provide answers to questions during the bidding period and conduct a contractor site investigation meeting and tour at Clifton Flood Pumping and Wastewater Lift Station.
- (g) Perform bid evaluation and make recommendation for Award.
- (h) Review and approval of Shop Drawing submissions.
- (i) Coordinate with the Inspection Authority as the Engineer of Record, as required.
- (j) Seal and Issue drawings for construction.
- (k) All building code requirements to be satisfied.
- D7.3 Construction Drawings**
- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.
 - (b) Construction Drawings are to be prepared by the Consultant and will be included by the Bid Opportunity Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.
 - (c) The Department's contact person will provide drawing numbers for the construction drawings prepared by the Consultant.

D8. CONTRACT ADMINISTRATION SERVICES

D8.1 Non – Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the electrical and if required heating and ventilation, structural, mechanical, and civil components of the Works are to be assigned to this project.
- (b) Consultation with and advice to the Department during the course of construction.
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (e) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Review and acceptance of O&M manual submissions.
- (g) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (h) Submit monthly contract progress estimates to be processed in a timely fashion in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (i) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (j) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator (Contract Administrator).
- (k) Submit to the Department, prior to construction, a report documenting written and photographic records of, and assessments of the physical condition of adjacent buildings, facilities, surface conditions and other infrastructure sufficient to equip the Contract Administrator 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 thereto arising from the project.
- (l) Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.
- (m) Billings are to be adjusted to indicate the 2% of the actual construction value holdback until as-constructed drawings have been submitted. Invoices submitted without this break down will be returned.
- (n) Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.
- (o) Overhead charges as defined in the general conditions are to be included in the fee charges and not as separate subtotals from the fee charges.

D8.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the electrical, ventilation, structural, mechanical, and civil components of the Works are to be assigned to this project.
- (b) Ensure that Quality Assurance/Quality Control (QA/QC) is undertaken to Building Code requirements and Departmental standards Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's contact person.
- (c) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract

- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list.
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces.
- (g) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (i) Extra work to the project shall not exceed 20% of the awarded contract amount to a maximum of \$160,000.00. The Contract Administrator will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- (j) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (k) In conjunction with the Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- (l) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (m) Resident Services will be required to administer the electrical equipment replacement contract and power supply with MB Hydro contract concurrently if needed:

D9. PROJECT CLOSEOUT

D9.1 Final Inspections and Project Acceptance

- (a) Coordinate with the Department's contact person and the Contractor, to provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (b) Complete and submit record drawings of the completed mechanical, electrical, structural, and civil works to the Department contact for review within two (2) months of the date of Substantial Performance of the Work.
- (c) Coordinate with the Installation Contractor and Equipment Supplier for all required site testing and commissioning services.
- (d) Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of three (3) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.
- (e) Coordinate with the Installation Contractor and Equipment Supplier to provide five (5) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.
- (f) Review and Update Arc Flash Hazard Study for Clifton Flood and Wastewater Lift Pumping Stations to reflect upgrade of electrical equipment to conform to current Manitoba Electrical Code. Record Drawings.
- (g) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works.
- (h) Record drawings are to include all construction details and materials of the completed works, including the following:

- (i) All construction details,
 - (ii) Complete materials list for each individual component installed,
 - (iii) Date of installation of Works (Substantial Performance),
 - (iv) Installation Contractor.
- (i) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at:
<http://www.winnipeg.ca/matmgt/safety/default.stm>

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 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 . per claim and \$ \$2,000,000 in the aggregate.
- D12.2.1 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.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.5 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 D12.8.
- D12.6 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.
- D12.7 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.
- D12.8 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D10;
 - (ii) evidence of the insurance specified in D12;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by February 15, 2019

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design completed and accepted by City by March 31, 2019;
 - (b) Detailed Design and Procurement completed and accepted by City by May 15 , 2019

- (c) Commencement of Construction by November 1 2019
- (d) Substantial Completion for Construction by February 15, 2020
- (e) Total Performance for Construction by February 28, 2020