



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 225-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL COST CONSULTING
SERVICES FOR THE NEWPCC UPGRADE PROJECT**

Note to Proponents: Please be aware of revisions to B18.3

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4
Form C: Experience of Proponent and Subconsultants	0
Form D: Experience of Key Personnel	0
Form E: Proposed Methodology	0

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	6
B12. Costing Sample (Section F)	7
B13. Project Schedule (Section G)	8
B14. Eligibility	8
B15. Disclosure	8
B16. Conflict of Interest and Good Faith	9
B17. Qualification	9
B18. Opening of Proposals and Release of Information	10
B19. Irrevocable Offer	11
B20. Withdrawal of Offers	11
B21. Interviews	11
B22. Negotiations	11
B23. Evaluation of Proposals	12
B24. Award of Contract	12

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Definitions	1
D4. Background	2
D5. NEWPCC Upgrade Project Description	2
D6. General Requirements	2
D7. Scope of Services	3
D8. General Costing Documents	4
D9. Cost Development Documents	5
D10. Construction Cost Estimate Report	6
D11. Construction Cost Estimate Report : Three Package Procurement	11
D12. Project Schedule	11
D13. Ownership of Information, Confidentiality and Non Disclosure	11

Submissions

D14. Authority to Carry on Business	12
D15. Insurance	12

Schedule of Services

D16. Commencement	13
-------------------	----

Measurement and Payment

D17. Invoices	13
---------------	----

D18. Payment	13
--------------	----

D19. Payment Schedule	14
-----------------------	----

Appendix A – EPD Table of contents

Appendix B – EPD Drawing List

Appendix C – Cost Breakdown

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL COST CONSULTING SERVICES FOR THE NEWPCC UPGRADE PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 17, 2018.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. 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.

B4.2 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.

B5. ADDENDA

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

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Form B: Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Form C: Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Form D: Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Form E: Project Understanding and Methodology (Section E) in accordance with B11, and
 - (d) Costing Samples (Section F) in accordance with B12.
 - (e) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1 B6.2, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies for sections identified in B6.1 and B6.2.
- B6.5 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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.
- (a) Proposal submissions should generally employ a minimum printed text font size of 10 point.
- B6.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).
- B6.7 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.9 Proposals shall be submitted to:

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

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

B7.4 Paragraph 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.

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Lump Sum Fixed Fee for all disciplines and/or phases identified in D7 Scope of Services.

- B8.2 The Proponent shall complete Form B: Fees, making all required entries to summarize their Fee proposal for the proposed Services.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.
- B8.5 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.
- B8.6 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8 All fees shall be stated in Canadian Funds.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 The Proponent should submit the experience of their firm and that of their Subconsultants as described in this Section and as listed in Form C: Experience of Proponent and Subconsultants.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants showing their ability to undertake the work.
- (a) Information submitted shall be limited to a maximum of 10 pages total for Proponent and Subconsultant (not including Form C).
- B9.3 Proponent and Subconsultants should submit a total of two (2) projects performed in the last five (5) years, where the Proponent or Subconsultants had a similar Cost Consultant role as the one expected on the current Project, as per the following criteria:
- B9.3.1 Projects should be comparable to the NEWPCC Upgrade Project. Specific desirable characteristics (in order of preference) include, but are not limited to:
- (a) Large Wastewater or potable water treatment facility (with multiple process areas),
- (b) Value of \$200M or greater.
- B9.3.2 If more than two (2) projects are submitted for B9.3 and/or included in Form C: Experience of Proponent and Subconsultants, only the first two (2) referenced projects in Form C: Experience of Proponent and Subconsultants will be evaluated
- B9.4 For each project listed in B9.3, the Proponent should use Form C: Experience of Proponent and Subconsultants for each project experience submittal. This should include the following:
- (a) A clear and comprehensive description of the project – include project owner, project objectives, size of project, and other relevant information demonstrating similarity to project criteria in B9.3;
- (b) A clear and comprehensive description of the costing services and details of the role of the Proponent / Subconsultants and other relevant information demonstrating similarity to the role expected on the current Project;
- (c) A cost estimate value and the associated costing accuracy. Indicate the level of design information available at the time the costing services were performed. Indicate the level of

detail provided in the cost estimate including the number of costing lines and the sources of the costing lines;

- (d) Provide related information to help disclose the relevance of the costing performed ;
- (e) Reference information (two current names with email and telephone numbers per project);
 - (i) References should have worked directly on the projects described (i.e. project owner).
 - (ii) References may be contacted to confirm the information provided in the Proposal.
 - (iii) Other sources not named in the references may be contacted to verify the work.
 - (iv) Incorrect or out of date contact information may negatively impact the evaluation.

B9.4.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

B10.1 The Proponent should submit the experience of the Key Personnel assigned to this Project as described in this Section and in Form D: Experience of Key Personnel. Only the information contained in the forms will be evaluated.

- B10.1.1 Multiple Key Personnel positions may be filled by one individual.
- (a) Separate forms are required for each Key Personnel position.
 - (b) If a key person is assigned to more than one position, a separate Form D is still required for each Key Personnel position. The comparable projects may be different for each position.
 - (c) Proponents are required to identify the experience for each position assigned to each Key Personnel.

B10.2 The Proponent should identify the following Key Personnel for the Services detailed in D4.18 Scope of Services. All Key Personnel should have at a minimum ten (10) years of experience as an Construction Cost Estimator or as a Professional Quantity Surveyor. The Proponent is responsible for ensuring they have adequate staff for the successful delivery of the Project, even if they are not listed below;

- (a) Project Manager / Team Leader,
- (b) Professional Quantity Surveyor or Estimator: Civil / Structural,
- (c) Professional Quantity Surveyor or Estimator : Mechanical,
- (d) Professional Quantity Surveyor or Estimator : Process Mechanical, and
- (e) Professional Quantity Surveyor or Estimator: Electrical.

B10.3 Using Form D: Experience of Key Personnel, the Proponent should indicate the experience of the Key Personnel as follows:

- (a) Proposed role and responsibilities,
- (b) Educational background, degrees, professional recognitions, job title and years of experience (related to scope of services, in similar role as proposed and with existing employer), and
- (c) Two (2) comparable projects in which they have played a similar role as proposed for this Project. For each project provide the following:
 - (i) Role of the person on the project;
 - (i) Emphasize roles which are similar to those proposed for this Project.
 - (ii) Project name and owner;
 - (iii) Description of project;
 - (iv) Responsibilities, achievements and methodologies employed;

- (v) Cost estimate value, accuracy, and percentage of design available at the time the costing services were performed;
- (vi) Related information to help disclose the relevance of the costing performed;
- (vii) Reference information (two current names with email and telephone numbers per project);
 - (i) References should have worked directly on the projects described.
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in the references may be contacted to verify the work.
 - (iv) Incorrect or out of date contact information may negatively impact the evaluation.
- (viii) Other required information as indicated on Form D: Experience of Key Personnel.

B10.3.1 If more than two (2) projects are submitted for B10.3(c) and/or included in Form D: Experience of Key Personnel, only the first two (2) referenced projects in Form D: Experience of Key Personnel will be evaluated.

B10.4 For evaluation purposes, higher scores will be given to:

- (a) Key Personnel with appropriate experience and qualifications to meet the requirements of the projects;
- (b) Key Personnel with a similar role in projects similar to the current one as per the criteria defined in B9.3.1 to B9.3.2; and
- (c) Costing Projects substantially completed within the past five (5) years.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 The Proponent should submit the methodology assigned to this Project as described in this Section and in Form E: Proposed Methodology.

- (a) Proponents are requested to complete Form E: Proposed Methodology and subsequently provide additional information to meet the requirements of this section, in written form.

B11.2 Describe your firm's project management approach, quality management practices, 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.

B11.3 The Proponent should describe their proposed approach/methodology to the Project in Form E: Proposed Methodology and as follows:

- (a) Provide a complete definition of the process that will be employed to meet the objectives of this Project (i.e., approach to be taken, etc.);
 - (i) Indicate the methodology used to capture local material and construction labour costs,
 - (ii) Indicate the methodology used to capture the potential effect of construction labour availability / shortages and the other construction activity in and around Winnipeg,
 - (iii) Indicate the methodology used to capture winter construction premiums, and
 - (iv) Indicate the columns and layout details to be provided in the Construction Cost Estimate Report.
- (b) A description of the Proponent's understanding of the Scope of Services, and how these will be achieved, including, but not limited to:
 - (i) Construction logistics, including mobilization and demobilization;
 - (ii) Construction risks and their management;
 - (iii) Civil/Site;
 - (iv) Concrete;

- (v) Masonry;
 - (vi) Metals;
 - (vii) Wood & Plastics;
 - (viii) Thermal & Moisture Protection;
 - (ix) Doors & Windows;
 - (x) Finishes;
 - (xi) Equipment;
 - (xii) Special Equipment or Systems;
 - (xiii) Conveying Systems;
 - (xiv) Mechanical;
 - (xv) Electrical;
 - (xvi) Instrumentation & Controls; and
 - (xvii) Commissioning, handover, final close out, and Warranty
- (c) Identify all facts and assumptions made by the Proponent in developing the Proposal Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (i.e. data availability, level of involvement of City staff, etc.);
- (d) Describe experience with the use of software and databases for the purpose of cost planning and cost management; and
- (e) Provide a detailed description of any information, resources, or services required to be provided by the City.

B12. COSTING SAMPLE (SECTION F)

B12.1 The Proponent should submit costing samples showing material and installation costs that are consistent with the proposed level of detail to be provided for the following:

- (a) Construction logistics, including mobilization and demobilization;
- (b) Construction risks and their management;
- (c) Civil/Site;
- (d) Concrete;
- (e) Masonry;
- (f) Metals;
- (g) Wood & Plastics;
- (h) Thermal & Moisture Protection;
- (i) Doors & Windows;
- (j) Finishes;
- (k) Equipment
- (l) Special Equipment or Systems;
- (m) Conveying Systems;
- (n) Mechanical;
- (o) Electrical; and
- (p) Instrumentation & Controls
- (q) Commissioning, handover, final close out, and warranty.

B12.2 The cost samples may be from another project, or may be generated specifically for the purpose of this proposal.

B13. PROJECT SCHEDULE (SECTION G)

B13.1 The Proponent should submit a schedule which includes the following critical dates:

- (a) June 1, 2018: Submittal of Draft Cost Estimate Reports
- (b) June 31, 2018: Submittal of Final Cost Estimate Reports

B13.2 City review periods should be no less than five (5) business days.

B14. ELIGIBILITY

B14.1 As a result of their involvement in the NEWPCC Upgrade Project, the following Persons or their affiliates are not eligible to be a Proponent, participate as Team Members of a Proponent, or act as advisors to a Proponent or to any of its Team Members or to otherwise participate in the development and preparation of Proposals for the Project:

- (a) AECOM Canada Ltd.
- (b) Stantec Consulting Ltd.
- (c) Black Dog Analytical LLC (Marseilles, IL)
- (d) Ostara Nutrient Recovery Technologies Inc.
- (e) Northgate CPM Consulting Inc.
- (f) ODC Synergy (Chuck Williams)
- (g) Boma Environmental & Safety Inc.
- (h) Louis Berger
- (i) WPC Solutions Inc.
- (j) Testlabs International Ltd
- (k) Dr. Jan Oleszkiewicz, P.Eng.
- (l) GHD Limited (Calgary AB)
- (m) Vector Corrosion Technologies Ltd.
- (n) Pollock & Wright
- (o) Veolia Water North America (Winnipeg) Inc. (Veolia)

B14.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for Cost Consultant Services for the NEWPCC Upgrade Project .

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) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 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.

B16.3 In connection with its Proposal, each entity identified in B16.2 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.

B16.4 Without limiting B16.3, 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.

B16.5 Without limiting B16.3, 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 B16.4 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.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 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;
- B17.2 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>
- B17.3 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 work similar in nature, scope, and value 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); and
 - (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B17.4 All Quantity Surveyors must hold the designation of a Professional Quantity Surveyor and be a member in good standing with the Canadian Institute of Quantity Surveyors.
- B17.5 All Professional Engineers must be a member in good standing with the Association of Professional Engineers and Geoscientists of Manitoba (APEGM).
- B17.6 All CETs must be a member in good standing with the Certified Technologist and Technicians Association of Manitoba (CTTAM)
- B17.7 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.
- B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B18.1 Proposals will not be opened publicly.
- B18.2 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/>
- B18.3 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).
- B18.3.1 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.
- B18.4 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.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 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.

B20.1.1 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.

B20.1.2 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.

B20.1.3 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 B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B19.2 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.

B21. INTERVIEWS

B21.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

B22.1 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.

B22.2 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.

B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

B23.1 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 B17: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Costing Samples (Section F) 5%
- (h) Schedule (Section G) 5%

B23.2 Further to B23.1(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.

B23.3 Further to B23.1(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.

B23.4 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B23.5 Further to B23.1(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 B9.

B23.6 Further to B23.1(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 B10

B23.7 Further to B23.1(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 B11.

B23.8 Further to B23.1(f), Costing Samples will be evaluated considering your firm's understanding of the City's Project breadth and scale, complexity, implementation approach, in accordance with B12.

B23.9 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B23.10 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B23.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.

B24. AWARD OF CONTRACT

B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B24.2 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.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 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.
- B24.4 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.
- B24.4.1 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.
- B24.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B24.6 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.
- B24.7 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

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C1.1.1 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.
- C1.2 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:

Ms. Bronwyn Jones, P.Eng.

110-1199 Pacific Ave, Winnipeg, MB R3E 3S8

Telephone No. 204 986-8664

Email Address: bjones@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 B6.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "CPI" means Canadian Consumer Price Index;
- (b) "Consultant" means the Person undertaking the performance of Services under the terms of the Contract;
- (c) "Cost Development Documents" means the set of documents prepared by the City's OA that form the basis of the cost estimate that the Consultant is to prepare;
- (d) "DBB" means design-bid-build;
- (e) "DCS" means Distributed Control System;
- (f) "EPD" means Enhanced Preliminary Design
- (g) "Enhanced Preliminary Design Report" is the report commissioned by the City summarizing the indicative design required for the NEWPCC Upgrade Project.
- (h) "HVAC" means Heating, Ventilation and Air Conditioning;
- (i) "MRST" means Manitoba Retail Sales Tax;
- (j) "NEWPCC" means North End Sewage Treatment Plant;
- (k) "OA" means the City's Owners Advocate Engineering Consultant
- (l) "P&ID" means Process and Instrumentation Diagram;
- (m) "PCB" means polychlorinated biphenyl;
- (n) "PLC" means Programmable Logic Controller;
- (o) "Subconsultant" means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;
- (p) "Veolia" means Veolia Water North America (Winnipeg) Inc.;
- (q) "WSTP" means Winnipeg Sewage Treatment Program: Including personnel from the City of Winnipeg and Veolia; and
- (r) "WWD" means City of Winnipeg Water and Waste Department.

D4. BACKGROUND

- D4.1 The City of Winnipeg is expanding and upgrading its North End Sewage Treatment Plant (NEWPCC). This expansion and upgrade will help enable the facility to meet the Province of Manitoba Regulatory License requirements.
- D4.2 The purpose of this Project is to engage an independent third-party Consultant to determine, for internal purposes, the cost of construction for the planned NEWPCC Upgrade Project as both a single Design Build project, and also three Design Build projects.
- D4.3 The City has engaged Veolia to provide advice to the City during the delivery of this Project. Veolia will be in attendance at meetings and workshops and assist with reviews throughout the Project. This does not relieve the Consultant of their obligation.

D5. NEWPCC UPGRADE PROJECT DESCRIPTION

- D5.1 The major components of the NEWPCC Upgrade Project are anticipated to be as outlined:
- (a) Area Y: Yard Works
 - (b) Area H: Headworks Facility
 - (c) Area P: Primary Clarification Facility
 - (d) Area R: Biological Nutrient Removal Facility
 - (e) Area S: Secondary Clarification Facility
 - (f) Area U: UV disinfection Facility
 - (g) Area Q: Wet Weather Sludge Storage Facility
 - (h) Area X: Hauled Wastewater Facility
 - (i) Area F: Ferric Chloride Receiving and Storage Facility
 - (j) Area C: Centrate Treatment Facility
 - (k) Area N: Hauled Raw Sludge Receiving Facility
 - (l) Area J: Fermentation and Phosphorus Release Facility
 - (m) Area T: Pre-digestion Sludge Treatment Facility
 - (n) Area D: Anaerobic Digestion Facility
 - (o) Area V: Biosolids Processing and Loading Facility
 - (p) Area K: Digester Gas Handling Facility
 - (q) Area G: Standby Power Generation Facility
 - (r) Task 16: Plantwide electrical and automation system
 - (s) Task 18: Decommissioning and Demolition

D6. GENERAL REQUIREMENTS

- D6.1 The following general requirements shall apply to the Consultant throughout the entire Scope of Services.
- D6.1.1 Deliverables
- (a) The deliverables shall be submitted in draft for review prior to submittal as a final document.
 - (b) All deliverables shall be delivered in a text searchable format. Scanned or image type deliverables are not acceptable.
 - (c) Revise and finalize documents based on comments provided by the WSTP.
- D6.1.2 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the Project Manager.

- D6.1.3 The Consultant shall ensure that all communications with any organization involved with the Project are directed through the Project Manager.
- D6.1.4 Basis of Costing:
- (a) All costing shall assume a design-build (DB) procurement approach as defined by the Design Build Institute of America. It is anticipated each of the Projects, will be undertaken in complete, turnkey, ready to operate projects based on a set of technical and performance requirements.
- D6.1.5 Any site investigations require that attendees provide their own personal protective equipment including: hard hat, safety boots, and safety glasses.

D7. SCOPE OF SERVICES

- D7.1 The Consultant shall attend an in-person project kickoff meeting with the WSTP, or the Consultant may choose to participate by conference call.
- (a) Refer to D12 regarding specific schedule details.
- D7.2 The Consultant shall attend a one (1) day workshop with members of the WSTP and the City's OA in charge of the preparation of the Cost Development Documents. At this workshop, the OA will review the Cost Development Documents and provide clarification to the Consultant, if required.
- D7.2.1 The Consultant shall prepare and submit any clarification questions to the Project Manager at least three (2) Business Days prior to the workshop.
- D7.3 If the Consultant requests, the City will be available for a second workshop of four (4) hours in duration should the Consultant require for further clarifications prior to preparation of the draft cost estimate.
- D7.4 Perform a site investigation to better understand the existing conditions, scope of work and site specific constraints. All Key Personnel identified in B10.2 shall be in attendance. Allow a minimum of one day for each of the proposed attendees. The Consultant shall coordinate with the Project Manager in scheduling the site investigation. The Consultant will be required to comply with all of the City's Health and Safety Requirements on site.
- D7.5 The Consultant shall provide a detailed Construction Cost Estimate Report for the NEWPCC Upgrade Project based on the Cost Development Documents provided by the City, as outlined in D9.
- D7.5.1 The Consultant shall produce an estimate with an accuracy of +/-20%.
- D7.5.2 Ensure that sufficient detail is provided in the cost estimate to achieve the desired level of accuracy. Minimum detail requirements are identified in D10.
- D7.5.3 A draft of the report is to be submitted in Adobe Portable Document Format electronic format and native Microsoft electronic file format. The Consultant shall allow for a five (5) business day review period by the WSTP. WSTP comments may be provided in either writing or verbally.
- D7.5.4 The Consultant shall update the report to a final version incorporating any changes necessitated by the WSTP review comments.
- D7.5.5 Submit seven (7) bound hard copies, one (1) unbound copy of the Final Report and electronic copies of all deliverables on CD. Deliver to the Project Manager at the address listed in D2.1.
- D7.6 The Consultant shall provide a second detailed Construction Cost Estimate Report for the NEWPCC Upgrade Project based on the assumption that the scope of work as outlined in D9 is split into three (3) DB Packages.
- D7.6.1 The Consultant shall produce an estimate with an accuracy of +/-20%.

- D7.6.2 The Consultant shall ensure that sufficient detail is provided in the cost estimate to achieve the desired level of accuracy. Minimum detail requirements are identified in D11.
- D7.6.3 A draft of the report is to be submitted in Adobe Portable Document Format electronic format and native Microsoft electronic file format. The Consultant shall allow for a five (5) business day review period by the WSTP. WSTP comments may be provided in either writing or verbally.
- D7.6.4 The Consultant shall update the report to a final version incorporating any changes necessitated by the review comments.
- D7.6.5 Submit seven (7) bound hard copies, one (1) unbound copy of the Final Report and electronic copies of all deliverables on CD. Deliver to the Project Manager at the address listed in D2.1.

D8. GENERAL COSTING DOCUMENTS

- D8.1 The following general documents will be provided to the Consultant with information regarding design requirements:
- (a) Civil Design Guideline,
 - (b) Structural Design Guideline,
 - (c) Architectural Design Guideline,
 - (d) Process Design Guideline,
 - (e) Building Mechanical Design Guideline,
 - (f) Electrical Design Guide, and
 - (g) Automation Design Guide.
- D8.2 City Standardized Equipment procured through preselected equipment vendors.
- (a) The City will provide contact information for the preselected equipment vendors after award.
 - (b) The Consultant shall obtain pricing for applicable equipment from the corresponding equipment vendor. These vendors should provide component pricing in accordance with the agreement with the City at no charge; however the Consultant is responsible for providing sufficient information to the vendors to allow them to price components.
 - (i) The vendors' are not responsible for providing cost estimates based on vague information or generalities.
 - (ii) The vendors' responsibility for costing information is limited to material supply including packaging, shipping, import taxes, spare parts, warranty and vendor supplied commissioning and installation support. The Consultant is responsible for estimating all installation, programming, commissioning, and other applicable requirements.
 - (c) The standardized equipment supplied by the vendors will be paid for by the City through the contractor and applicable subcontractors. Ensure that applicable markups are included.
- D8.2.1 Control System and Motor Control Equipment
- (a) RFP 756-2013: Covering voltages of 600V and lower for Motor Control Centre (MCC)'s both intelligent and standard, MCC related equipment such as semiconductor based drives, metering and switchgear. PLC's, Human Machine Interface (HMI)'s, historians, software and related protocol networking equipment. Preselected vendor is Schneider Electric Canada Inc.
- D8.2.2 Electric Valve Actuators

- (a) RFP 331-2014: Covering electric valve actuators in the range of >150 Nm for the applications of multi-turn and quarter-turn applications. The preselected vendor is Rotork Controls Canada Ltd.

D8.2.3 Gas Detection Equipment

- (a) RFP 123-2014: Covering fixed gas detection systems. The preselected vendor is Mine Safety Appliances LLC.

D8.2.4 Instrumentation

- (a) RFP 449-2014: Covering flow, level, pressure and temperature instrumentation. The preselected vendor is Trans-West Supply Company Inc

D9. COST DEVELOPMENT DOCUMENTS

D9.1 The Cost Development Documents outlined in this section will be provided by the City upon award to form the basis for the Construction Cost Estimate Report.

D9.2 Enhanced Preliminary Design (EPD) report:

- (a) The table of contents of major sections of the EPD report are listed in Appendix A.
- (b) The EPD drawing list is attached as Appendix B.

D9.3 Critical Path Schedule

- (a) Includes level of detail such that it clearly conveys the significant activities related to the various Project components with their inter-dependencies and anticipated construction sequences.
- (b) Schedule is configured suitable for use by Microsoft Office Project 2010

D9.4 Risk and Opportunity Assessment (i.e. the Risk Register);

- (a) Project specific construction risks identified by the WSTP will be provided in a native Microsoft electronic file format.

D9.5 Cost Breakdown Template

- (a) A cost breakdown template is attached as Appendix C.

D9.6 The Consultant will be given a cost estimate for the following areas to be included in the Cost Estimate Report. See below for specific inclusions and exclusions:

(a) Thermal Hydrolysis Process System

- (i) The cost for supply and direct commissioning of the thermal hydrolysis process system shall be provided to the Consultant.
- (ii) The Consultant is responsible for providing a cost estimate to include the installation and integration of the thermal hydrolysis process system including the building and ancillary systems.
- (iii) The scope of the thermal hydrolysis process system is identified as "thermal Hydrolysis Vendor Supply Package" on the P&IDs with a "T" Area Code.

(b) Phosphorus Recovery System

- (i) The cost for the supply and direct commissioning of the phosphorus recovery system shall be provided to the Consultant.
- (ii) The Consultant is responsible for providing the cost estimate for the installation and integration of the phosphorus recovery system including the building and ancillary systems.
- (iii) The scope of the phosphorus recovery system is identified as "Phosphorus Recovery Vendor Supply Package" on the P&IDs with a "V" Area Code.

D10. CONSTRUCTION COST ESTIMATE REPORT

D10.1 The Consultant shall submit the Cost Estimate Report organized, and containing the major components outlined as follows:

D10.1.1 Summary Section, including:

- (a) Introduction,
- (b) Methodology including but not limited to:
 - (i) Methodology and valuation of escalation,
 - (ii) Methodology and valuation of MRST, and
 - (iii) Costing tools used (unit rates, benchmarks, vendor quotations, CPI, etc.).
- (c) Final accuracy of the estimate, both % and in Canadian Dollars,
- (d) Assumptions:
 - (i) Percentage of project tied to USD, EURO or any other major currencies,
 - (ii) Sensitivities to USD/CAN exchange rate, and
 - (iii) CPI rates used each year of the cashflow.
- (e) Any allowances that have been made,
- (f) Exclusions,
- (g) List of Cost Development Documents,
- (h) Notes of additional information received from site visits, workshops, meetings, and correspondence,
- (i) Methodology for application of contingencies,
- (j) Summary of costs, broken down by area code (discipline in matrix form. It shall be possible to easily see the individual and total costs of each discipline and each area code. Include MRST as a separate line item,
- (k) A Sensitivity Analysis and
- (l) A Construction Total Cost in Canadian Dollars. Include MRST as a separate line item as applicable.

D10.1.2 Detail Section, including:

- (a) Exhaustive breakdown of the cost estimate by line item,
- (b) Elemental line item, broken out by area code (as applicable) and then by discipline, and
- (c) For each line item, indicate, at minimum, the quantity, unit material cost, unit labour cost, and total cost.

D10.2 General Costing Requirements

D10.2.1 The estimate shall be based upon a DB procurement model.

D10.2.2 Costs shall be based on the location of the site to capture factors such as but not limited to:

- (a) local material and construction labour costs,
- (b) the potential effect of construction labour availability / shortages and other construction activity in and around Winnipeg, and
- (c) winter construction premiums.

D10.2.3 Costs shall take into account specific site conditions, including access and working space and the effect of continued operations.

D10.2.4 Cost estimate development shall be based on appropriate principles required for the specific Project scope of work. Typical costing practices for commercial applications will not be applicable or accepted for this Project. For example, the electrical and automation requirements are not well suited to use general commercial allowance factors.

- D10.2.5 Provide separate material and labour costs on each individual costing line item.
- D10.2.6 Indicate estimated subcontractor and general contractor markups.
- D10.2.7 Escalation to be shown as a separate line by area listed in D5.1 the summary for that area.
- D10.2.8 No cost shall be allocated as an allowance if the information to provide a more detailed cost breakdown is available within the Cost Development Documents.
- D10.2.9 The cost estimator shall ensure that the prices are consistent with the quality requirements indicated in the Cost Development Documents.
- D10.2.10 Where appropriate for work that is small in scale, provide allowances for minimum contractor charges that may be applicable.
- D10.3 Cost components shall include, but not be limited to:
- D10.3.1 General Requirements
- (a) Mobilization and Demobilization,
 - (b) Contractor Project Planning, Scheduling and Progress Reporting,
 - (c) Submittals,
 - (d) Contractor Quality Control,
 - (e) Health and Safety,
 - (f) Temporary Facilities,
 - (g) Environmental Protection & Temporary Controls,
 - (h) Training,
 - (i) Cleaning,
 - (j) As-Built Markup Drawings,
 - (k) Provision of Asset Data
 - (l) Operation and Maintenance Information
 - (m) Sampling and Analytical Plan
 - (n) Tools and Portable Equipment
 - (i) Medium voltage breaker removal trucks,
 - (ii) Portable Lifting devices, and
 - (iii) Safety Equipment
 - (o) Insurance (City will provide insurance requirements),
 - (p) Bonding,
 - (q) Overhead,
 - (r) Construction Permits,
 - (s) Construction power, heating and hording, utilities, and services,
 - (t) Construction cost escalation based on the schedule,
 - (u) Delivery to site, and
 - (v) MRST, as applicable.
- D10.3.2 Risks
- (a) Include the estimated costs to address project risks, as identified in the Cost Development Documents, and
 - (b) Identify exclusions of risk contingencies that are not considered normal construction cost risks.
- D10.3.3 Demolition & Decommissioning

- (a) The cost estimate shall include all demolition and decommissioning costs, quantified as appropriate.
- (b) The cost estimate shall include removal and appropriate disposal of all hazardous substances such as but not limited to asbestos, lead and PCB.
- (c) Demolition and decommissioning costs should be included on a per area basis

D10.3.4 Temporary Construction Works

- (a) The sewage treatment facilities operate on a 24/7/365 basis and thus shutdowns to accommodate process, electrical, and automation interconnections are not necessarily straightforward.
- (b) Include costs for flow shutdown and diversion as required during construction.
- (c) Include costs for temporary electrical work (such as connections and generators) as appropriate to implement the required construction.
- (d) Include costs for temporary / manual automation, as appropriate, to implement the required construction.

D10.3.5 Civil/Site

D10.3.6 Concrete

D10.3.7 Masonry

D10.3.8 Metals

D10.3.9 Wood & Plastics

D10.3.10 Thermal & Moisture Protection

D10.3.11 Doors & Windows

D10.3.12 Finishes

D10.3.13 Equipment

D10.3.14 Special Equipment and Systems

D10.3.15 Conveying Systems

D10.3.16 Mechanical

D10.3.17 Electrical

D10.3.18 Instrumentation & Controls

D10.3.19 Commissioning, handover, final close out, and warranty

D10.4 Level of Detail Requirements

- (a) For the following elements, the level of detail in the cost estimate shall include the level of detail outlined in each section. but not be limited to, individual takeoff quantities:

D10.4.1 Civil /Site

- (a) The cost estimate shall include, but not be limited to, individual takeoff of quantities for the following:
 - (i) Shoring,
 - (ii) Excavations,
 - (iii) Interceptors and tunneling,
 - (iv) Backfill
 - (v) Roadwork,
 - (vi) Parking Lots,
 - (vii) Land drainage systems,
 - (viii) CPR railway crossing requirements, and

- (ix) Buried utilities including duct banks and pipework >100 mm in diameter.
- (b) Include costs for dewatering as appropriate to implement the required construction.
- (c) Include costs for the contractor's design responsibilities and associated professional costs (such as design shoring, etc.).
- (d) Other costs shall be included and quantified as appropriate.
- (e) Include winter construction costs and allowances as appropriate based on the proposed construction schedule.

D10.4.2 Process

- (a) The cost estimate shall include, but not be limited to, individual takeoff of quantities for the following:
 - (i) All equipment identified on the equipment list,
 - (ii) Valves >100 mm diameter,
 - (iii) All sluice gates, weir gates and stop-logs, and
 - (iv) Piping >100 mm diameter.
- (b) Spare parts (2 year allowance) shall be estimated and included.
- (c) Include costs for the contractor's design responsibilities and associated professional costs (such as design of pipe hangers, rigging, etc.).
- (d) Include costs for integration of vendor packages into the process.
- (e) Include costs for tie-ins.
- (f) Include commissioning costs, estimated by the number of hours / days of commissioning effort.
 - (i) Costs to be broken out by major process / area as appropriate.
- (g) Other costs shall be included and quantified as appropriate

D10.4.3 Building Mechanical

- (a) The cost estimate shall include, but not be limited to, individual takeoff of quantities for the following:
 - (i) All ventilation equipment identified,
 - (ii) Ductwork >100 mm diameter, and
 - (iii) All plumbing equipment (i.e. sump pumps, fixtures, etc).
- (b) The cost estimate shall include, but not be limited to, calculation of costs by area measurement for the following:
 - (i) Small diameter plumbing, valves, etc.
- (c) Spare parts (2 year allowance) shall be estimated and included.
- (d) Include costs for the contractor's design responsibilities and associated professional costs.
- (e) Include commissioning costs, estimated by the number of hours / days of commissioning effort.
 - (i) Costs to be broken out by major area / system as appropriate.
 - (ii) Include testing and air balancing.
- (f) Other costs shall be included and quantified as appropriate.

D10.4.4 Electrical

- (a) The cost estimate shall include, but not be limited to, individual takeoff of quantities for the following:
 - (i) Transformers,
 - (ii) Generators,
 - (iii) Medium voltage switchgear and breakers,

- (iv) Medium voltage power equipment and components,
 - (v) Low voltage switchgear and breakers,
 - (vi) MCCs,
 - (vii) Variable frequency drives,
 - (viii) Harmonic correction units,
 - (ix) Medium voltage cables,
 - (x) Panelboards,
 - (xi) Uninterruptible power supplies,
 - (xii) Motor disconnect switches,
 - (xiii) All electrical equipment shown on the equipment list.
- (b) The cost estimate shall include, but not be limited to, calculation of costs by area measurement for the following:
- (i) Cable trays and other low voltage electrical distribution,
 - (ii) Industrial-grade lighting including associated wiring, and
 - (iii) Industrial-grade receptacles including associated wiring.
- (c) Spare parts (2 year allowance) shall be estimated and included.
- (d) Include costs for the contractor's design responsibilities and associated professional costs.
- (e) Include commissioning costs, estimated by the number of hours / days of commissioning effort.
- (i) Costs to be broken out by major area / system as appropriate.
- (f) Other costs shall be included and quantified as appropriate.

D10.4.5 Automation

- (a) The cost estimate shall include, but not be limited to, individual takeoff of quantities for the following:
- (i) All fibre-optic cabling,
 - (ii) All equipment shown on the automation equipment list, and
 - (iii) All instrumentation shown on the instrument list and P&IDs.
- (b) Appropriate industry factors shall be utilized to estimate all PLC, control panel, programming and other automation system costs not included in individual takeoff quantities.
- (c) Spare parts (2 year allowance) shall be estimated and included.
- (d) Include costs for the contractor's design responsibilities and associated professional costs.
- (e) Include commissioning costs, estimated by the number of hours / days of commissioning effort, broken out by the following:
- (i) Factory Acceptance Testing,
 - (ii) Site Acceptance Testing (of Automation Equipment),
 - (iii) Process Commissioning Support,
 - (iv) Building Mechanical Commissioning Support, and
 - (v) Electrical Commissioning Support.
- (f) Other costs shall be included and quantified as appropriate.

D10.5 The estimate shall not include the following:

- (a) Land acquisition costs and impost charges,
- (b) Operating costs,
- (c) Cost of City staff,

(d) Goods and Services Tax.

D11. CONSTRUCTION COST ESTIMATE REPORT : THREE PACKAGE PROCUREMENT

D11.1 The Consultant shall provide a second Cost Estimate Report containing the same detail as outlined in D10.

D11.2 The Consultant shall use the same Cost Development Documents as detailed in D9 for the basis of the report except the following which, will be provided upon award:

D11.2.1 Scope of Each Package

(a) A technical memo will outline which areas, as identified in D5.1 are contained in which package.

D11.2.2 Critical Path Schedule

(a) A schedule showing the sequence and timeframe for the delivery of the NEWPCC Upgrade Project in three separate DB construction projects.

D11.2.3 Additional Temporary Works

(a) A technical memo detailing the additional temporary construction works necessary as a result of breaking the NEWPCC Upgrade scope into three packages.

D11.2.4 Risk and Opportunity Assessment

(a) Project specific risks related to delivering the NEWPCC Upgrade Scope in three packages.

D12. PROJECT SCHEDULE

D12.1 Key Milestone activities are outlined below

Milestone Activity	Estimated Timeline
Attend a Project Kickoff Meeting	Within 1 week after award
City to issue Cost Development Documents	Upon award
Attend 1 day workshop with WSTP and the OA	Within 1 week of issuance of Cost Development Documents
Issue Draft Construction Cost Estimate Reports	June 1, 2018
Issue Final Construction Cost Estimate Reports	June 31,2018

D13. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D13.1 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.

D13.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D13.3 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 WTPS, 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.

D13.4 A Consultant who violates any provision of D13 may be determined to be in breach of Contract.

SUBMISSIONS

D14. AUTHORITY TO CARRY ON BUSINESS

D14.1 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.

D15. INSURANCE

D15.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D15.2 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:
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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.
 - (g) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 250,000 per claim and \$ 500,000 in the aggregate.

D15.2.1 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.

D15.3 The policies required in D15.2(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.

- D15.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D15.2(a) and D15.2(g).
- D15.5 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 D15.8.
- D15.6 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.
- D15.7 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.
- D15.8 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

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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 D14;
 - (ii) evidence of the insurance specified in D15;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D16.3 The City intends to award this Contract by April 26, 2018.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C10, the Consultant shall submit an invoice for each portion of work based on the Payment Schedule in D19.
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's project number and name;
 - (b) the amount payable with GST and MRST shown as separate amounts; and
 - (c) the Consultant's GST registration number.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

- D18.1 Further to C10, the City may at its option pay the Consultant by direct deposit to the Consultant's banking institution.

D19. PAYMENT SCHEDULE

- D19.1 Upon acceptance of the Draft Construction Cost Estimate Reports by the City's Project Manager, the Consultant may invoice 50% of the Total Price including applicable taxes.
- D19.2 Upon final acceptance of the Final Construction Cost Estimate Reports by the City's Project Manager, the Consultant may invoice the balance of the Total Price including applicable taxes.
- D19.3 Payment may be reduced, at the discretion of the City's Project Manager, if the Consultant does not comply with the requirements of the RFP.

APPENDIX A – EPD TABLE OF CONTENTS

APPENDIX B – EPD DRAWING LIST

APPENDIX C – COST BREAKDOWN