



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1179-2019

**PROFESSIONAL CONSULTING SERVICES FOR NEWPCC INTERIM PHOSPHORUS
REMOVAL DETAIL REVIEW AND BENCHSCALE TESTING**

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 Professional Consulting Services for NEWPCC Interim Phosphorus Removal Detail Review and Benchscale Testing

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 16, 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. 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 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.
- B3.4 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.
- B3.5 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.
- B3.6 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.
- B5.3 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>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Form P: Person hours in accordance with B11
 - (b) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (c) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (d) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (e) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, 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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" Proposal. Copies are not required. Drawings, charts, and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.
- B6.6 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.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

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;
- (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 Fixed Fee for the following disciplines and/or phases identified in D4 Scope of Services.
- (a) Risks and Benefits Review as outlined in D8.
 - (b) Follow up for questions and answers as outlined in D11.
 - (c) Standing Policy Committee Presentation as outlined in D12.
- B8.2 The Proposal shall include a Time Based Fee schedule calculated on a time basis for the following disciplines and/or phases identified in D4 Scope of Services.
- (a) Project Management as outlined in D6.
 - (b) Biowin modeling and benchscale testing as outlined in D7.
 - (c) Analysis and Evaluation as outlined in D9.
 - (d) Summary Report as outlined in D10.
- B8.3 The Proponent shall include an Additional Work allowance of \$25,000 in their proposal, which has been included on Form P: Person Hours.
- (a) The Additional Work allowance will be for work as outlined in D13.
 - (b) The Additional Work Allowance is to be included in the calculation of total Fees.
 - (c) The Additional Work allowance is to be used for engineering, testing and design services that arise during the course of work.
 - (d) The Additional Work Allowance shall only be used with the written permission of the Project Manager.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.5 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.
- B8.6 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.
- B8.7 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.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing modeling; design, management of the project services on three (3) projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(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).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

- (a) Clearly identify any sub consultants that are part of the work

B10.2 Identify the following Key Personnel assigned to the Project; the same person may fill more than one role:

- (a) project manager;
- (b) wastewater process expert

B10.3 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-.

- (a) 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.
- (b) Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.4 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 B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project and engineering assignment
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described, such as the Project Manager
 - (ii) References may be used to confirm the information provided in the pro

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 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.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4 Scope of Services.

- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) 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/s-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.
- B11.7 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 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.
- B12.2 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.
- B12.3 Unless otherwise indicated, the review period for City deliverables should be a minimum of three (3) weeks and commensurate to the number of pages and complexity of the document.
- B12.4 The Proponent should develop the most effectual schedule attainable using their expertise and experience to meet the requirements of the City. In the circumstances that the Proponent's schedule contrasts with any mile

B13. DISCLOSURE

SPEC NOTE: DO NOT DELETE. If City staff or Consultants have discussed or obtained information/services from Persons, the name of that Person (**company name preferred**) and what information was discussed or obtained must be disclosed below. . If you haven't discussed with any Persons, state N/A.

- B13.1 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.
- B13.2 The Persons are:
- (a) AECOM Canada Ltd.
 - (i) In 2019 AECOM was hired by the City of Winnipeg Water and Waste Department to provide advice on potential interim phosphorus removal options for the North End

Sewage Treatment Plant (NEWPCC). The review concluded that while none of the options would be able to reduce total phosphorus in the final effluent to 1 mg/L there were several options that may be able to partially remove phosphorus.

B13.3 Additional Material:

- (a) Temporary Phosphorus Removal at NEWPCC, AECOM, June 2019.
<https://winnipeg.ca/waterandwaste/pdfs/sewage/NoticeOfAlterationNEWPCC.pdf>

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

B15.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B15.3 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 modeling; design, project management, and 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.

B15.4 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.

- B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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/>
- B16.3 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).
- B16.3.1 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.
- B16.4 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.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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.

B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 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.
- B18.1.2 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.
- B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2, 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.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 10% |
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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 qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D5.4, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project
 - (b) Success of the Proponent on past projects; and
 - (c) Past performance on City of Winnipeg projects, including but not limited to:
 - (i) Adherence to project budget
 - (ii) Adherence to project schedule
 - (iii) Quality of work; and
 - (iv) Overall satisfaction with the Proponent
- B21.9 Proponents that have not worked with the City before will be evaluated based on the information provided in response to B10(a)
- B21.10 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Individuals and Subconsultant personnel on Projects of comparable size and complexity considering the information provided in B10, including but not limited to the following criteria:
- (a) Appropriateness of related years of experience of the Key Individuals
 - (b) Relevancy of experience of the Key Individuals; and
 - (c) Appropriateness of approach to overall team formation and coordination of team members
- B21.11 Proposals that receive less than half the available evaluation points for Experience of Key individuals Assigned to the Project will be rejected in accordance with B23.2 and B23.3
- B21.12 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) Appropriateness of the Project Management Approach;
 - (b) Consistency and completeness of the Methodology
 - (c) Appropriateness of fees and/or hours assigned to individual tasks per Person;
 - (d) Proponent's understanding of the Project, including its deliverables and constraints; and
 - (e) Demonstration of insight beyond the information that was presented in this RFP.
- B21.13 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B23.2 and B23.3.
- B21.14 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12 including but not limited to the following criteria:
- (a) Completeness and consistency of the Project schedule; and
 - (b) Appropriateness of the timelines provided
- B21.15 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.16 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B22.2 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 qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to Paragraph 6 of Form A: Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.5.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.
- B22.9 The City intends to award this contract by January 31, 2020.

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:
Michelle Paetkau
Telephone No. 204 986-4904
Email Address: mpaetkau@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. BACKGROUND

- D3.1 The North End Sewage Treatment Plant (NEWPCC) is the City of Winnipeg - Water & Waste Department's largest wastewater treatment plant, treating approximately 65% of the City's wastewater. The NEWPCC consists of screening and grit removal, primary clarification, activated sludge treatment via high-purity oxygen (HPO) bioreactors, secondary clarification, and ultra violet disinfection. Solids from the NEWPCC and the City's other two sewage treatment plants are treated at the NEWPCC via mesophilic anaerobic digestion. The digested sludge is dewatered via centrifuges to 25% solids to produce biosolids.
- D3.2 The NEWPCC is regulated by Environment Act Licence No 2684RRR which currently requires phosphorus removal by December 31, 2019.
- D3.3 The NEWPCC will not be able to remove phosphorus by the licence date of December 31, 2019. In response Manitoba Sustainable Development requested a 'Notice of Alteration' in which the City of Winnipeg – Water & Waste Department evaluate interim phosphorus removal options.
- (a) https://www.gov.mb.ca/sd/eal/registries/1071.1/2019_01_23_request.for.NofA_file1071.10.pdf
- D3.4 In July 2019 the City of Winnipeg – Water & Waste Department submitted the requested 'Notice of Alteration'.
- (a) <https://winnipeg.ca/waterandwaste/pdfs/sewage/NoticeOfAlterationNEWPCC.pdf>
- (b) The report indicated that due to constraints in the NEWPCC sludge treatment system, none of the evaluated options would reduce phosphorus to the licence limit of 1 mg/L but that some options may be able to partially remove phosphorus.
- (c) The Notice of Alteration requested a two-year extension to study, model, and conduct benchscale testing on partial phosphorus removal and to develop a plan for interim phosphorus compliance. Manitoba Sustainable Development has yet to respond to the Notice of Alteration request.
- (d) The Notice of Alteration recommended that none of the partial interim phosphorus removal options be implemented until after the biological nutrient removal upgrades at the South End Sewage Treatment Plant (SEWPCC) has been completed.

D3.5 The City has selected the following three scenarios for further consideration:

- (a) Side-stream chemical phosphorus removal: ferric chloride dosing in the anaerobic digesters to prevent SEWPCC phosphorous from releasing and to mitigate nuisance struvite formation. This is referred to as 'Alternative 2' in Notice of Alteration report.
- (b) Scenario as described in D3.5(a) with chemically enhanced primary treatment (CEPT) i.e. 'Alternative 2 and Alternative 5' using ferric chloride as described in the Notice of Alteration report as described in the Notice of Alteration.
- (c) Scenario as described in D3.5(a) with chemical phosphorus removal in the HPO reactors and/or secondary clarifiers using ferric chloride i.e. Alternatives 2 and 6 as described in the Notice of Alteration report
- (d) Alternative chemicals as recommended by the Consultant

D4. GENERAL REQUIREMENTS

D4.1 General Requirements of the Consultant

- (a) The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer
 - (i) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba
 - (ii) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City
- (b) The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City's Project Manager on the application of codes and standards.
- (c) The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the City's Project Manager
 - (i) Experience and qualifications as specified in B10 shall be submitted for all requested substitute(s) and replacement(s)

D4.2 General Requirements for Project Deliverables

- (a) Project deliverables include but are not limited to:
 - (i) Project Management
 - (ii) Biowin Modeling and Benchscale Testing
 - (iii) Evaluation and Analysis
 - (iv) Risks and Benefits Analysis
 - (v) Follow up for questions and answers
 - (vi) Summary report with concept design and reader friendly summary
 - (vii) Presentation to Standing Policy Committee
- (b) Where possible, all documents provided as PDF shall be in a single electronic file and searchable
- (c) Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of three (3) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B12.
- (d) All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (e) All draft Deliverables shall be submitted in both native format (e.g. MS Word, MS Excel, MS Project etc.) and PDF format while final Deliverables shall be submitted in PDF format or biowin files, as applicable.
- (f) The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the City's Project Manager. All City review comments shall be considered and incorporated into the final version, if applicable.

D4.3 General Requirements for Cash Allowance

- (a) The general requirements for the cash allowance are as follows:
 - (i) Expenditures under the cash allowance must be authorized by the City's Project Manager
 - (ii) Where the actual cost of performing the services under the cash allowance exceeds the amount of the allowance, the City will compensate the Consultant for the excess incurred and substantiated. Where the actual cost of performing the services under the cash allowance is less than the amount of the allowance, the City will be credited for the unexpended portion of the cash allowance, but not for the Consultant's overhead and profit on such an amount.
- (b) The City reserves the right to delete any or all of the cash allowance from the Contract if the Work intended to be covered by the cash allowance is not required, or if the Works intended are found to be more extensive than the provisional cash allowance.

D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of modeling, testing, evaluating, and developing a concept design for partial interim phosphorus removal at the North End Sewage Treatment Plant in accordance with the following:

- (a) Project Management as outlined in D6
- (b) Biowin Modeling and Benchscale Testing as outlined in D7
- (c) Risk and Benefits Review as outlined in D8
- (d) Analysis and Evaluation as outlined in D9
- (e) Summary Report as outlined in D10
- (f) Follow up for questions and answers as outlined in D11
- (g) Standing Policy Committee Presentation as outlined in D12

D5.2 The Services required under (a), (c), (d), (e), D5.1, 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.

D5.3 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as **Appendix A** shall be applicable to the provision of Professional Engineering services for this Project.

D5.4 The funds available for this Contract are \$350,000.

D6. PROJECT MANAGEMENT

D6.1 This phase shall include all Project Management activities required to carry out the Scope of Services.

D6.2 **The Consultant's Project Manager shall:**

- (a) Have demonstrated experience in modeling and design of municipal sewage treatment plants of similar scale and complexity as the North End Sewage Treatment Plant
- (b) Direct and coordinate efforts of the Consultant's team to achieve the specific Project goals and objectives and to meet the City's requirements
- (c) Provide advice, engineering services, consultation and oversight with respect to the Scope of Services
- (d) Liaise with the City's Project Manager on a bi-weekly basis (at minimum) to provide Project Status
- (e) Review and update the project Management documents listed below within three (4) weeks of project award and throughout the project as required. These documents are part of the City's Asset Management Program and will be completed by the City's Project Manager.
 - (i) Risks and Benefits Analysis
- (f) Organize and chair project meetings and provide agendas and minutes.
 - (i) At minimum assume 12 progress meetings throughout the project

D7. BIOWIN MODELING AND BENCHSCALE TESTING

- D7.1** Develop a biowin modeling protocol to simulate the scenarios described in D3.5
- (a) Protocol to be approved by the City in advance of modeling
 - (b) Modeling will be done using ferric chloride as the phosphorus binding chemical;
 - (i) Consultant to review alternative chemicals and recommend if others should also be modeled
 - (c) Protocol to recommend influent profiles and analysis for max month and annual average conditions; historical data will be provided by the City upon award
 - (d) Modeling will include at minimum
 - (i) pH and alkalinity analysis
 - (ii) Sludge production estimates
 - (iii) Biosolids production estimates
 - (iv) Ferric chloride requirements for annual average and max month conditions
 - (v) Estimates for phosphorus removal from final effluent for annual average and max month conditions
- D7.2** Use protocol developed in D7 to model scenarios described in D3.5 to determine
- (a) Implications for operating parameters (e.g. Solids retention time)
 - (b) Impacts to other processes (e.g. dewatering, biosolids reuse, centrate treatment, downstream processes)
 - (c) Impacts to capacity of processes (e.g. sludge treatment, clarifiers, etc)
- D7.3** Develop bench scale laboratory testing (e.g. jar testing) protocol
- (a) Develop laboratory test protocols to compare with biowin modeling for max month and average conditions
 - (b) Testing will be done using ferric chloride as the phosphorus binding chemical;
 - (i) Consultant to review alternative chemicals and recommend if others should also be tested
 - (c) Protocol to be approved by the City in advance of testing
 - (d) Testing protocol will include at minimum
 - (i) Toxicity analysis
 - (ii) pH and alkalinity analysis
 - (iii) Sludge production estimates

- (iv) Estimates for phosphorus removal from final effluent for annual average and max month conditions

D7.4 Use protocol developed in D7.3 to test scenarios described in D3.5

- (a) Protocol to be approved by the City in advance of modeling
- (b) Laboratory space will be provided at the West End Sewage Treatment Plant (WEWPCC)
- (c) Chemicals and equipment to be supplied by Consultant

D8. RISKS AND BENEFITS REVIEW

D8.1 Consultant will update the Risk Management Plan within three (3) weeks of award using the City templates as described in B11.4(c)

D8.2 Following completion of D7 the proponent will host a half (½) day risks and benefits workshop with City staff and complete the following using the City templates as described in B11.4(c)

- (a) Risk Identification Checklist
- (b) Revise Risk Management Plan
- (c) General meeting minutes from the Risk Workshop

D9. ANALYSIS AND EVALUATION

D9.1 Analyze the scenarios described in D3.5; analysis will include at minimum

- (a) Results of D7 and D8
- (b) Process impacts
 - (i) Biosolids reuse
 - (ii) Supply and delivery of ferric chloride
 - (iii) Process capacities
 - (iv) Impact to other parts of the sewage treatment processes
 - (v) Sludge rheology and digester mixing
 - (vi) Process modifications required (e.g. clarifiers, chemical dosing, digester mixing etc)
 - (vii) Changes to sludge treatment caused by the SEWPCC Upgrade project
- (c) Phosphorus removal estimate and mass balance for the NEWPCC

D9.2 Evaluate scenarios based on results of D9.1, with factors such as:

- (a) Reliability
- (b) Constructability
- (c) Ease of operation
- (d) Operator safety
- (e) Business case evaluation using City templates as described in B11.4(c) and in accordance with D9.3
- (f) Phosphorus removal potential
- (g) Time to implement

D9.3 For business case evaluation

- (a) Complete all tabs in the City's Net Present Value and Benefit Calculation template excluding the "Benefits" tab. A draft version of the City's Net Present Value and Benefit Calculation template will be provided to the Consultant.
- (b) Provide AACE Class 5 cost estimate for all evaluated scenarios using the Basis of Estimate template, which is available on the City Asset Management Program page at the

City of Winnipeg, Corporate Finance, Infrastructure Planning Division website:
<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>

- (c) Include an estimate for operating costs

D10. SUMMARY REPORT

- D10.1 Prepare a draft and final Summary Report that includes
 - (a) A summary of the testing and modeling as described in D7
 - (b) A summary of the risks and benefits as described in D8
 - (c) A summary of the analysis and evaluation as described in D9.
 - (i) Provide AACE Class 4 cost estimate for the recommended scenario
 - (d) Append developed City documents as described in B11.4(c) and additional information as necessary
 - (e) Recommendation for piloting and next steps
 - (f) A two-page plain language summary

- D10.2 Present Summary Report to City managers

D11. FOLLOW UP MEETINGS

- D11.1 Include allowance for follow up works to answer questions on the report
- D11.2 Consultant will be available to meet with the City following completion of the report

D12. STANDING POLICY COMMITTEE PRESENTATION

- D12.1 Prepare plain language presentation to summarize works, recommendations, and recommended next steps
- D12.2 Present findings to the Standing Policy Committee on Water and Waste, Riverbank Management and the Environment alongside City staff
- D12.3 Allow for follow up and response to questions following meeting

D13. ADDITIONAL WORK ALLOWANCE

- D13.1 The Additional Work Allowance is to be used for engineering, testing, and design services that arise during the stages of work. When such work arises, the consultant will prepare a concise scope of work and cost proposal in collaboration with the Project Manager. The proposal shall be submitted to the Project Manager for final approval. No work shall start prior to this approval.

D14. DEFINITIONS

- D14.1 When used in this Request for Proposal:
 - (a) "**AACE**" means Association for the Advancement of Cost Engineering.
 - (b) "**CEPT**" means chemically enhanced primary treatment
 - (c) "**City**" means the City of Winnipeg
 - (d) "**City's Project Manager**" means the City's Project Manager identified in D2 unless stated otherwise
 - (e) "**Class 4 Cost Estimate**" means an estimate with an expected accuracy within -30% to +60%
 - (f) "**Class 5 Cost Estimate**" means an estimate with an expected accuracy within -50% to +100%

- (g) **"Department"** means the City of Winnipeg Water and Waste Department
- (h) **"FTP"** means the City of Winnipeg's file transfer protocol site
- (i) **"HPO"** means high purity oxygen reactor
- (j) **"NEWPCC"** means North End Sewage Treatment Plant, also known as the North End Water Pollution Control Centre;
- (k) **"PDF"** means Portable document Format electronic file
- (l) **"Professional Engineer"** means an engineer registered in the Province of Manitoba
- (m) **"SEWPCC"** means South End Sewage Treatment Plant, also known as the South End Water Pollution Control Centre;
- (n) **"SPC"** means Standing Policy Committee
- (o) **"WEWPCC"** means West End Sewage Treatment Plant, also known as the WEWPCC ;

SUBMISSIONS

D15. AUTHORITY TO CARRY ON BUSINESS

- D15.1 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.

D16. INSURANCE

- D16.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D16.2 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 \$500,000 . per claim and \$1,000,000 in the aggregate.

- D16.2.1 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.
- D16.3 The policies required in D16.2(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.
- D16.4 The Consultant shall require any contractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2 (a) and (b)
- D16.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the scope of services to provide comparable insurance to that set forth under D16.2(a) and D16.2(c).
- D16.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance 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 D16.9.
- D16.7 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.
- D16.8 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.
- D16.9 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

D17. COMMENCEMENT

- D17.1 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.
- D17.2 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 D15;
 - (ii) evidence of the insurance specified in D16;
 - (b) The Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D17.3 The City intends to award this Contract by January 31, 2020.

D18. CRITICAL STAGES

- D18.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of modeling and bench scale testing protocols as described in D7 by March 31, 2020
 - (b) All modeling and bench scale testing as described in D7 to be completed by June 30, 2020;
 - (c) Evaluation and analysis as described in D9 to be completed by September 30, 2020

- (d) Submission of draft Summary Report as described in D10 by November 30, 2020
- (e) Submission of final Summary Report as described in D10 by December 31, 2020
- (f) Presentation to the SPC Committee as described in D12 to be completed by June 30, 2021; date for presentation to be scheduled by Water and Waste through the City Clerk's Department

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES