



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 325-2023

**PROFESSIONAL CONSULTING SERVICES FOR NEWPCC BOILER 5
REPLACEMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR NEWPCC BOILER 5 REPLACEMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 19, 2023.

B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the Boiler Building at the NEWPCC located at 2230 Main Street between May 2, 2023 and May 5, 2023.

B3.1.1 Proponents are requested to register for the site investigation by contacting the Consulting Contract Administrator identified in D2.

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

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Consulting Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

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

B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

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

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B8; and
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12;
- (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including 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 proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

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

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for the following disciplines and/or phases as identified in D7 Scope of Services, and as listed in Form B: Fees.

- (a) Project Management in accordance with D8;
- (b) Preliminary Design in accordance with D9;
- (c) Detailed Design and Tender Services in accordance with D10;
- (d) Commissioning Services in accordance with D12; and
- (e) Post Construction Services in accordance with D13.

B9.2 The Proposal shall include a Time-Based Fee for the following discipline and/or phase as identified in D7 Scope of Services, and as listed in Form B: Fees.

- (a) Contract Administration in accordance with D11.

B9.2.1 General Requirements for Time-Based Fee Services:

- (a) A minimum of 400 hours is estimated to complete the Contract Administration task. This is to guide the Proponent in developing their Fee proposal.
- (b) The Proponent should provide a detailed explanation of their Time-Based Fees based on how the task of the Scope of Services will be accomplished.
- (c) The Time-Based Fees proposed by the Proponent in Form B shall constitute an upset limit and shall be sufficient to complete the specified work.
- (d) The number of hours indicated for each line item is based upon the Proponent utilizing experienced personnel who are familiar with the City's requirements and procedures performing the work.

B9.3 The Proponent shall include an additional work allowance of \$30,000.00 in their Proposal, in accordance with D14.

- (i) The additional work allowance is to be used for engineering and design services that arise due to unforeseen conditions arising in the project.
- (ii) The additional work allowance is to be included in the calculation of total Fees proposed by the Proponent.
- (iii) The additional work allowance shall only be used with written permission of the Consulting Contract Administrator and formally documented in a Change in Scope of Services form.
- (iv) The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where applicable for the additional work.

B9.4 There will be no fee escalation allowed for yearly adjustments, promotion, etc. The fee scale shall be fixed for the duration of the Project.

B9.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

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

- B9.7 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.8 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning, design, management of the project and contract administration services on three (3) projects of similar complexity, scope and value.
 - (i) If more than three projects are submitted, only the first three referenced projects will be evaluated.
 - (ii) The Proponent should provide information on their experience working with Authorities Having Jurisdiction (e.g. Inspection Technical Services Manitoba), and the process to gain approval.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (i) include project owner, project objectives, size and other relevant information;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost; shown separately for:
 - (i) Consultant
 - (i) where the original contracted consulting cost and the final contracted consulting cost differ, the Proponent should submit an explanation;
 - (ii) identify the amount of scope changes and the reasons for each of them.
 - (ii) Construction
 - (i) where the original construction cost and the final construction cost differ, the Proponent should submit an explanation;
 - (ii) identify the amount of scope changes and the reasons for each of them.
 - (d) design and construction schedule;
 - (i) include anticipated project duration and actual project delivery duration, showing design and construction separately; and
 - (ii) where the anticipated project schedule and the actual project schedule differ, the Proponent should submit an explanation.
 - (e) reference information (two current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as project manager or owner's representative.
 - (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 information provided.
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- (a) Identify by name all personnel with over 5% of the total Project hours.
 - (b) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.
- B11.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Mechanical Lead Designer;
 - (c) Electrical Lead Designer;
 - (d) Instrumentation and Control Lead Designer;
 - (e) Structural Lead Designer;
 - (f) Contract Administrator
 - (g) Commissioning Lead
- B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualification for each role separately.
- B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include the following for each of the Key Personnel:
- (a) educational background and degrees;
 - (b) professional recognition;
 - (c) job title;
 - (d) years of experience in current position; and
 - (e) years of experience in design and construction.
- B11.3.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.4 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 B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as Project Manager or Contract Administrator.
 - (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 information provided.
- B11.4.1 If more than two (2) projects are submitted for B11.4, only the first two (2) referenced projects will be evaluated.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services **using project specific details**, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control, or quality control normally used, or proposed to be used for the project.
- B12.5 Proposals should address:
- (a) the team's understanding of the Scope of Services and the broad functional and technical requirements;
 - (b) the process of working with Authorities Having Jurisdiction (e.g. Inspection Technical Services Manitoba) for design review submission, and equipment registration to ensure compliance with Manitoba's Act and Regulations along with the specified codes and standards;
 - (c) the deliverables and associated task requirements of the Project;
 - (d) the work activities and clearly identify all significant assumptions and interpretations related to the Scope of Services; and
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.
- B12.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.6.
- B12.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.9 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. DISCLOSURE

- B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) Derksen Plumbing & Heating Ltd.
- (b) F.A. Roberts & Associates Ltd.
- (c) SMS Engineering Ltd.

B14.3 Additional Material:

- (a) NEWPCC Boiler No. 5, Volcano Model TF-350L-W8S Assessment of Condition, F.A. Roberts & Associates Ltd., November 3, 2022
- (b) NEWPCC Boiler Number 5 Condition Review, SMS Engineering Ltd., July 20, 2022

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services 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 their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

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

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

B15.4 Without limiting B15.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B16. QUALIFICATION

- B16.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (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;

- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D10.4).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: | (pass/fail) |
| (c) Fees (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project (Section D) | 15% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule (Section F) | 10% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.7 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.8 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

- B22.8.1 Proponents that receive less than half the available evaluation points for Project Understanding and Methodology will be rejected in accordance with B22.2 and B22.3.
- B22.9 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 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.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at their discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 The Contract documents as defined in C1.1(u) 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.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Arash Kiayee, M.Sc., P.Eng.

Telephone No. 204-918-1391

Email Address: akiayee@winnipeg.ca

D2.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) “**AACE**” means AACE International (Association for the Advancement of Cost Engineering);
- (b) “**CAD**” means Computer Assisted Drawing;
- (c) “**Class 1 Cost Estimate**” means an estimate within an expected accuracy within -10% to +15%;
- (d) “**Class 3 Cost Estimate**” means an estimate within an expected accuracy within -20% to +30%;
- (e) “**DCS**” means Distributed Control System;
- (f) “**HVAC**” means Heating, Ventilation, and Air Conditioning;
- (g) “**ITS**” means Inspection and Technical Services Branch of the Province of Manitoba’s Department of Labour;
- (h) “**Native format**” means the original format from which a deliverable was generated (i.e. MS Word, MS Excel, AutoCAD, etc.);
- (i) “**NEWPCC**” means North End Sewage Treatment Plant;
- (j) “**O&M**” means Operations and Maintenance;
- (k) “**OWAM**” means Oracle Work and Asset Management;
- (l) “**P&ID**” means Process (or Piping) and Instrumentation Diagram;
- (m) “**PFD**” means Process Flow Diagram;
- (n) “**PLC**” means Programmable Logic Controller;
- (o) “**Professional Engineer**” means an engineer registered in the Province of Manitoba;
- (p) “**SCADA**” means Supervisory Control and Data Acquisition;
- (q) “**Scope of Services**” means all Services executed under the Contract;
- (r) “**TM**” means Technical Memorandum;
- (s) “**WBS**” means Work Breakdown Structure;
- (t) “**WSTP**” means the Winnipeg Sewage Treatment Program. The Winnipeg Sewage Treatment Program is an undertaking between the City and Veolia North America to facilitate various City wastewater treatment projects and programs; and
- (u) “**WWD**” means Water and Waste Department.

D4. BACKGROUND

- D4.1 Boiler No. 5 was installed in 1999 to serve as a backup boiler to the four existing boilers located in the main boiler room on the lower level at the NEWPCC. The boiler, manufactured by Volcano (Model TF-350L-W8S) is a hot water heating boiler, with maximum rated output capacity of 3433 kW, to supply heat to the NEWPCC buildings and processes.
- D4.2 Following examination of a damage resulting from a near miss in April 2022, and condition assessment of the boiler, replacement of the boiler was recommended.
- D4.3 Safety shut-off valves on Boilers 1 and 2 are aging and required replacement to comply with applicable codes and standards.
- D4.4 Boilers at the NEWPCC are operated by 5th Class Power Engineers certified and licensed by ITS.
- D4.5 The City has engaged Veolia North America to provide advice to the City during the delivery of this Project. Veolia will attend meetings and workshops and assist with reviews throughout the Project. This does not relieve the Consultant of their obligations.

D5. RELEVANT DOCUMENTS

- D5.1 Relevant documents and drawings listed in Appendix A are available by request to the Consulting Contract Administrator after completion of Appendix B - Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City.

D6. GENERAL REQUIREMENTS

- D6.1 General Requirements for the Consultant
- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) 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.
 - (b) Final design documents irrespective of the level of design shall bear an engineer's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
- D6.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator.
- (a) Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).
- D6.1.4 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Inspection and Technical Services Manitoba, Manitoba Hydro, MTS, and City Departments.
- D6.1.5 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Consulting Contract Administrator the agencies that are being contacted prior to doing so.
- D6.1.6 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 Consulting Contract Administrator on the application of codes and standards.

D6.1.7 As sewage treatment is a continuous operation twenty four hours a day, seven days a week, the Consultant shall maintain close coordination between the Project staff including the Consulting Contract Administrator, WWD engineering staff, and NEWPCC operations and maintenance staff so that process disruptions are minimized.

D6.1.8 Through the WSTP Team, the Consultant shall maintain close coordination with the NEWPCC upgrade and expansion project team to minimize conflict with contractors who will be working on contracts for the ongoing NEWPCC Upgrading and Expansion project. There may be other major projects in direct conflict with the Project area including a plant wide control system migration project. NEWPCC resources human resources will be busy servicing all projects on the NEWPCC site so planning and scheduling of task under the Project will need to consider and allow for such coordination throughout the Project duration.

D6.1.9 The Consultant shall comply with the latest version of the following design guidelines, standards and requirements, including but not limited to:

- (a) WSTP Building Mechanical Design Guideline (Appendix C)
- (b) WSTP Process Mechanical Design Guideline (Appendix D)
- (c) WSTP Wastewater Treatment Facilities Automation Design Guide (Appendix E)
- (d) WSTP Electrical and Instrumentation Standardization Summary (Appendix F)
- (e) WSTP Electrical and Instrumentation Standardization Clauses (Appendix G)
- (f) WSTP Project Document Numbering Standard (Appendix H)
- (g) WWD Identification Standard (Appendix I)
 - (i) The Consultant shall request clarification from the Consulting Contract Administrator should undefined identification requirements be encountered.
- (h) WWD Identification Standard Appendices (Appendix J)
- (i) WWD Electrical Design Guide (Appendix K)
- (j) WWD Sewage Treatment Plant Tag Naming Standard (Appendix L)
- (k) WWD Guideline to Document Asset Registry for New/Upgrade Project (Appendix M)
- (l) NEWPCC Paint Colour Standard (Appendix N)
- (m) Operations Manual Specification (Appendix O)
- (n) Operations and Maintenance Information (Appendix P)
- (o) HAZOP Procedure Guideline (Appendix Q)
- (p) Drawing Content (Appendix R)

D6.1.10 The Consulting Contract Administrator shall be notified of any conflict between the documents listed under D6.1.9 for resolution.

D6.2 General Requirements for Project Deliverables

D6.2.1 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
- (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.

D6.2.2 Project Deliverables include but are not limited to:

- (a) Safe work plan;
- (b) Consultant progress reports;

- (c) Meeting minutes;
- (d) Preliminary design report;
- (e) HAZOP documentation;
- (f) Technical specifications;
- (g) Detailed design drawings;
- (h) Pre-tender cost estimate;
- (i) Tender documents;
- (j) Risk register;
- (k) Construction Plan;
- (l) Photographs;
- (m) Shop drawings (to be provided by the Contractor and reviewed by the Consultant);
- (n) Change control management documents (i.e. PCN's, CWO's, FI's, RFI's and associated logs);
- (o) Asset registry;
- (p) Operations and maintenance information;
- (q) Training documentation;
- (r) Commissioning documentation;
- (s) As-built drawings; and
- (t) Final construction report.

D6.2.3 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 Consulting Contract Administrator. All City review comments shall be considered and incorporated into the final version.

D6.2.4 All draft and final deliverables shall be submitted in both Native and PDF Format. Where possible, all documents provided as PDF shall be in a single electronic file and searchable.

D6.2.5 Submit comment tracking spreadsheet as part of draft document revisions and resubmissions.

- (a) Comment tracking spreadsheet to log specific comments/edits requested by the City working group, the Consultant's response, and City's acceptance/rejection of Consultant's response.

D6.2.6 Draft Documents

- (a) Preliminary design draft documents shall be submitted to the Consulting Contract Administrator at least ten (10) business days prior to the formal design review meeting.
- (b) 60% detailed design draft documents shall be submitted to the Consulting Contract Administrator at least ten (10) business days prior to the formal design review meeting.
- (c) 90% detailed design draft documents shall be submitted to the Consulting Contract Administrator at least ten (10) business days prior to the formal design review meeting.

D6.2.7 Final Deliverables Submission Requirements

- (a) Final Documents
 - (i) Final documents shall address all comments from the draft documents review.
 - (ii) Final approvals from the Consulting Contract Administrator shall be provided to ensure all comments have been satisfactorily addressed.
- (b) Drawings

- (i) Final drawings shall incorporate all comments from the draft drawing review.
- D6.2.8 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of ten (10) business days 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 B13 Project Schedule (Section F).
- D6.3 General Requirements for Drawings
- D6.3.1 Drawings shall be prepared in accordance with WWD construction drawing standards. This standard is available on the “Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards” page at https://www.winnipeg.ca/waterandwaste/dept/cad_gis.stm, specifically:
- (a) document named “WWD CAD/GIS STANDARDS
- D6.3.2 Drawings shall not be prepared using the City’s GeoMedia data or Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built drawings, record drawings, aerial surveys and/or topographic surveys.
- D6.3.3 All profile components of drawings shall be in natural scale.
- D6.3.4 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
- (a) show modifications to existing drawings by adjusting the existing revision number;
 - (b) drawings that are no longer in use shall be modified by marking them as obsolete;
 - (c) the consultant acknowledges that not all existing drawings are in CAD files and recreation of the drawing in CAD may be required; and
 - (d) the consultant’s professionals are responsible for the content of drawings bearing their seals. If existing drawing are being modified the Consultant shall notify the Consulting Contract Administrator.
 - (e) Limited liability clauses will not be accepted on any final drawings.
- D6.3.5 The City shall provide Drawing numbers for all new Drawings that are generated. All references in the final Drawings shall reference the City’s Drawing number not the Consultant’s Drawing number.
- (a) Drawing numbers shall be requested from the WWD Supervisor of Drafting & Graphic Services. The following information is required with the request:
 - (i) City File Number;
 - (ii) Project Name;
 - (iii) Tender Number;
 - (iv) Contract Number, and
 - (v) Individual Drawing Titles (in spreadsheet format).
- D6.3.6 Provide a cross reference on the Drawings to other associated Drawings, whether new Drawings included with this Work or the available Historical Drawings.
- D6.3.7 Drawings submitted for tender should be complete with digital stamp.
- D6.3.8 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.3.9 All drawings shall be submitted in AutoCAD format version 2019 and in A1 hard copy format, unless otherwise specified.
- D6.3.10 Draft tender drawings to be submitted to the City for review and comment at 60% and 90% completion. Comments shall be reviewed and incorporated into the final tender Drawings, as applicable.
- D6.4 General Requirements for Preliminary Design Report

- D6.4.1 The City requires a Preliminary Design Report to be prepared as part of the Consultant's Scope of Services. The report shall include sufficient evaluation documentation, including but not limited to:
- (a) Background Information
 - (b) Review of Options
 - (c) Condition Assessments
 - (d) Inspection reports
 - (e) Recommendations
 - (f) Conclusions
 - (g) Specifications and Drawings (as required)
 - (h) Schedules (as required)
 - (i) Cost Estimates
- D6.5 General Requirements for Technical Specifications
- D6.5.1 The City of Winnipeg Standard Construction Specifications shall be used where applicable. The City of Winnipeg Construction Specification is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at www.winnipeg.ca/matmgt/Spec/Default.stm.
- D6.5.2 The technical specifications for process, instrumentation, controls, and building upgrades shall follow the NMS format.
- D6.5.3 The Consultant shall review with the City the special requirements for materials of construction and/or process which shall be incorporated into the technical specifications.
- D6.5.4 Draft technical specifications to be submitted to the City for review and comment at 60% and 90% completion. Comments shall be reviewed and incorporated into the final technical specifications, as applicable.
- (a) Prior to submitting the draft technical specifications, submit two representative specification sections for City review and comments. All further technical specification sections shall incorporate the City's comments.
- D6.6 General Requirements for Equipment List
- D6.6.1 At all draft Drawing and specification submittals, submit a draft equipment list. A sample equipment list can be found in Appendix S. The City will provide comments on the draft equipment list. Comments shall be reviewed and incorporated into the final tender submission, as applicable.
- D6.6.2 Have a meeting with City staff to determine:
- (a) City staff training requirements for each piece of equipment;
 - (b) quantities if the work requires multiples of the same equipment with the same identification;
 - (c) spare parts requirements for each piece of equipment;
 - (d) submittal requirements (e.g. shop drawings, operations and maintenance information, product datasheets, etc.) for each piece of equipment; and
 - (e) lamicoid name and type for each piece of equipment.
- D6.7 General Requirements for Submittal List
- D6.7.1 At all draft specification submittals, submit a draft submittal list. A sample submittal list can be found in Appendix T. The City will provide comments on the draft submittal list. Comments shall be reviewed and incorporated into the final tender submission, as applicable.

D6.8 General Requirements for Cost Estimates

D6.8.1 Submit all cost estimates using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website:
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.

D6.8.2 AACE Class 1 Cost Estimate

- (a) Draft AACE Class 1 Cost Estimate to be submitted to the City for review and comment at 90% completion of technical specifications. Comments shall be reviewed and incorporated into the final AACE Class 1 Cost Estimate, as applicable.
- (b) AACE Class 1 Cost Estimate to include at a minimum
 - (i) A list of all assumptions and exclusions for the estimate (e.g. currency exchange rates, labour rates; project delivery method, basis for labour hours, etc.);
 - (ii) line item take-offs for equipment, materials, and rentals showing the unit price, unit labour hours, and quantities. Material costs and labour hours to be extended out based on indicated quantities;
 - (iii) assumed base labour rates;
 - (iv) general condition costs including but not limited to bonding, insurance, permits, as-builts, shop drawings, and health & safety;
 - (v) mark-ups for general contractor, division trades, and sub-trades; and
 - (vi) MRST as applicable.

D6.9 General Requirements for Construction Plan

D6.9.1 Provide a construction plan which addresses the Site constraints and details the proposed construction sequence.

D6.9.2 The plan shall be suitable for both City and contractor use.

D6.9.3 The construction plan shall consist of the following sections at a minimum:

- (a) Introduction
- (b) Construction Sequence and Schedule
- (c) Controls to Maintain System Operations
- (d) Temporary Construction Requirements
- (e) Risk Analysis

D6.10 General Requirements for Photographs

D6.10.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

- (a) date photograph was taken;
- (b) location and orientation where the photograph was taken; and
- (c) a brief description of what is depicted by the photograph.

D6.11 General Requirements for Meetings

D6.11.1 Various project meetings will be required throughout the Project in order to track the consultant's progress, review the project work plan, address Project issues and allow for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate in their Proposal Submission, locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities.

D6.11.2 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.

- D6.11.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the City's Consulting Contract Administrator within five (5) Business Days.
- D6.11.4 Schedule and chair Project meetings as listed in D8.5, and D8.6
- D6.11.5 Mandatory meetings to be attended by the Consultant's Project Manager and any relevant Key Personnel required for specific discussion topics are as follows:
- (a) Project Kick-off Meeting (All Key Personnel required);
 - (b) Monthly Progress Meetings (Project Manager and any leads based on topics in Agenda); and
 - (c) Formal Design Review Meetings at preliminary design, and 60% and 90% of detailed design (All Key Personnel required).
- D6.11.6 All in-person Project related meetings will be held at the NEWPCC as much as possible for input or feedback from NEWPCC plant staff.
- D6.11.7 Remote Meetings
- (a) Informal meetings can be held remotely with Microsoft teams or similar software.
- D6.11.8 Construction Progress Meetings
- (a) To be held weekly during construction.
 - (b) A combination of remote meetings and on-site meetings will be accepted by the City.
- D6.12 General Requirements for Additional Work Allowance
- D6.12.1 The general requirements for the Additional Work Allowance are as follows:
- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
 - (b) If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D6.1.3 and B11.
 - (c) The Consultant shall apply a maximum of ten (10) percent markup on all work performed by a subcontractor. The mark-up shall be included in the Additional Work Allowance.
 - (d) Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
 - (e) The Contract price will be adjusted by written order to provide for a difference between the amount of the Additional Work Allowance and the actual cost of the work.
 - (f) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Additional Work Allowance.

D7. SCOPE OF SERVICES

- D7.1 The Services required under this Contract shall consist of Professional Consulting Engineering Services for the design, construction, commissioning and turnover required for the replacement of Boiler No. 5 as well as Safety Shut-off Valves on Boilers 1 and 2 natural gas and digester gas trains in accordance with the following:
- (a) Project Management in accordance with D8;
 - (b) Preliminary Design Services in accordance with D9;
 - (c) Detailed Design & Tender Services in accordance with D10;

- (d) Contract Administration Services in accordance with D11;
- (e) Commissioning Services in accordance with D12; and
- (f) Post Construction Services in accordance with D13.

D7.1.1 Unless otherwise stated, the document titled "Definition of Professional Consultant Services (Consulting Engineering Services)" and attached as Appendix U shall be applicable to the provision of Professional Engineering services for this Project.

D7.1.2 The Services required in the Contract shall be in accordance with the City's Project Management Manual and templates [Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#). Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator'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.

D7.2 An additional work allowance has been included in this contract as detailed in D14.

D7.3 The Scope of Services outlined in D7 provides a brief description of the Services and is only to be considered a guideline for Proposal preparation. The Consultant is encouraged to use their initiative when developing their Proposal to refine the Scope of Services activities and propose additional or alternative activities which they consider appropriate or beneficial to the Project.

D8. PROJECT MANAGEMENT

D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D8 to D14.

D8.2 Provide adequate notice (at least one (1) week) prior to any site visit or work that will require assistance from City personnel.

D8.3 Risk Management Plan

D8.3.1 Revise and update the draft Risk Management Plan (RMP) prepared by the City.

- (a) The RMP identifies risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
- (b) The draft risk management plan will be provided to the Consultant.

D8.3.2 The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>.

D8.3.3 The risk management plan is to be updated and included with the Consultant Progress Reports indicated in D8.4.

D8.3.4 The Consultant and the WSTP Team shall work together to update the Risk Management Plan (RMP) during the various phases of the Project until total performance (i.e. regular progress meetings).

- (a) The Consultant shall be responsible for notifying the Consulting Contract Administrator of any potential changes to the existing RMP or any new threats and opportunities identified.
- (b) Review the RMP and provide comments on any risks or proposed mitigations which may not be complete or appropriately identified.
- (c) The Consultant shall incorporate changes to the individual risk items into the monthly project progress reports.
- (d) Ensure that all RMP mitigation measures are consistent with the design phase deliverables.

D8.4 Consultant Progress Reports

- (a) Issue Consultant Progress Reports monthly after the Project Kick-off Meeting up to the award of the Construction Contract, a minimum of two (2) Business Days prior to the Monthly Progress Meetings.
- (b) Consultant Progress Reports will be coordinated so as to be incorporated as part of the monthly progress meetings.
- (c) The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>.
- (d) For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the Consulting Contract Administrator.
- (e) Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.
- (f) Submit within two (2) weeks for award, the proposed progress reporting format for City review and acceptance. The initial progress report will include development of the performance measurement baseline schedule for each task/activity and specific deliverables. Reporting will be completed in a format consistent with the Consultants work breakdown structure (WBS) and be reconcilable with the monthly accounting and invoicing system. Progress reports will include the following minimum requirements;
 - (i) Work carried out in the previous month;
 - (ii) Work in progress;
 - (iii) Work anticipated for the following month, including projected person-hours;
 - (iv) Percentage completion of each task and the overall Project;
 - (v) Information requests for the following month;
 - (vi) Problems/issues update including description of the issue and proposed method of resolution;
 - (vii) Schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
 - (viii) Budget and actual cost for completed tasks and projected cost for planned tasks;
 - (ix) Earned value analysis; and
 - (x) Description, action, and mitigation of extreme and high risk(s).

D8.5 Coordinate regular monthly progress meetings during design stages, and provide minutes. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project, review the Deliverables, and to discuss other project management issues.

- (a) The meeting minutes template is available on the City of Winnipeg Documents for City Asset Management Program website <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
- (b) If critical design dates outlined in the project schedule are not achieved during the design stages, regular project meeting frequency shall increase to every two weeks until the design stage is complete. No additional fees will be contemplated for additional meetings.
- (c) The frequency of meetings may vary based upon the level of project activity.
- (d) Conduct informal weekly update meetings with the Consulting Contract Administrator.

D8.6 In addition to the regular monthly progress meetings detailed in D8.5, schedule and chair the following meetings:

- (a) Project kick-off meeting – to be scheduled immediately upon award of the Project;
- (b) Draft Preliminary Design Report review meeting;
- (c) 90% Complete Tender Documents Review Meeting
 - (i) See D10 for further information on the scope of work in relation to this meeting.
 - (ii) This meeting may be completed remotely, or at the NEWPCC.

- (iii) A minimum fifteen (15) Business Day internal review period of the City will occur prior to this meeting.
 - (iv) All Consultant Key Personnel involved in preparation of the report are required at this meeting.
 - (d) Two (2) risk review workshops with the WSTP team (i.e. prior to completion of the Preliminary Design Phase, and prior to preparation of the Tender documents).
 - (i) Each workshop will have duration of up to three (3) hours.
 - (ii) The Consultant shall schedule the Workshop No. 1 prior to completion of the Preliminary Design Phase.
 - (iii) The Consultant shall schedule Workshop No. 2 during preparation of the construction tender documents to the City (i.e. shortly after completion of the City's review of the 60% draft detailed tender package and prior to Consultant's submission of the 90% draft detailed tender package and finalization of the Project Commissioning Plan) to allow any new or revised risks to be incorporated into the documents as required).
 - (iv) At a minimum, all Key Personnel, the WSTP Team, and other City selected stakeholders shall participate in the risk workshops. The Consultant's Contract Administration Personnel shall also participate in the second risk workshop.
 - (e) Pre-construction meeting;
 - (f) Weekly construction progress meetings;
 - (g) Pre-commissioning meeting;
 - (h) Training meeting; and
 - (i) Meetings to confirm and certify Substantial Performance, Total Performance / warranty period commencement, and Final Acceptance / end of warranty period.
- D8.6.1 Meetings can be combined if appropriate.
- D8.6.2 Additional meetings may be required in the event that issues arise during the course of the project.
- D8.6.3 The Consultant is to determine if additional meetings beyond the mandatory meetings listed above are required, and include these meetings in their Proposal.
- D8.7 Carry out other project management activities, as required.
- D8.8 Project Management Deliverables
 - (a) Risk Management Plan as per D8.3.
 - (b) Consultant Progress Reports as per D8.4.
 - (c) Meeting agenda, PowerPoint presentation slides (as applicable), and meeting minutes.
 - (d) Safe Work Plans in accordance with D18.
- D9. PRELIMINARY DESIGN**
- D9.1 Carry out preliminary design in accordance with Appendix U – Definition of Professional Consultant Services (Consulting Engineering Services).
- D9.2 Review all pertinent background information including, but not limited to:
 - (a) drawings;
 - (b) past bid opportunities and tenders;
 - (c) past reports and technical memorandums; and
 - (d) NEWPCC plant operation and maintenance manuals.

- D9.3 The Consultant shall conduct a detailed Site investigation to verify existing drawings and documentation reviewed in D9.1, to familiarize themselves with the NEWPCC facility and the Boiler system, and to confirm the extent of the design required to complete the Project.
- D9.4 Review replacement of the existing boiler with a minimum of two (2) half-size boilers for improved levels of redundancy and for capacity control based on available space and future needs. The total heat output of the boilers has to match at least that of the existing Boiler 5.
- D9.5 Review replacement of the existing boiler with dual fuel boilers (using digester gas and natural gas), and their performance with respect to existing digester gas quality. Evaluate using gas treatment to improve reliability and performance of boilers. Identify risks with the use of digester gas, and provide recommendation. Incorporate recommendations into the design.
- D9.6 Contact Inspection and Technical Services Manitoba (ITS) in the early stages of the project to inquire about the design submission requirements to ensure compliance with Manitoba's Act and Regulations along with the specified codes and standards.
- D9.7 Review boiler room gas detection & HVAC systems with respect to all applicable codes and standards required by ITS, and identify deficiencies.
- (a) Any additional design work arisen from this review will be paid from Additional Work Allowance outlined in D14 and listed in Form B: Fees.
- D9.8 Define boiler selection criteria with input from NEWPCC operations and required features. The design needs to be consistent with the 5th Class Power Engineers requirements.
- D9.9 Conduct preliminary design of new boiler(s) to replace Boiler No. 5 in accordance with applicable codes and standards.
- D9.10 Conduct preliminary design for replacement of safety shut-off valves on Boilers 1 and 2 natural gas and digester gas trains and their associated piping to comply with ITS safety standards.
- D9.11 Review connection of the new boiler(s) to the existing system, and provide recommendations to allow warranties or performance guarantees to be achieved.
- D9.12 Design boiler control system compatible with both the existing control system and the new DCS Migration Project. The ultimate plan is to connect the new boilers to the new Schneider based PCS (process control system). Depending on the timing of the Boiler DSC Migration project, an interim solution may be required.
- D9.13 Coordinate the new boiler SCADA layout design with the City.
- D9.14 Develop a performance standard on the boiler(s), and make recommendations regarding special warranties or performance guarantee from the boiler vendors.
- D9.15 Prepare a contingency plan in the event of further failure of the four operational boilers, and provide a technical memorandum.
- D9.15.1 The options to be investigated shall include but not limited to:
- (a) Option 1 – Portable Boiler Renting: Size and design a system to tie into the existing heating system, review space requirements, installation location, and fuel types, obtain approval from ITS, and coordinate activities to rent a portable boiler(s) from suppliers.
- (b) Option 2 – Portable Heater Renting: Size and design a system to be used for heating the buildings, review space requirements, obtain approval from ITS, and coordinate activities to rent portable heaters from suppliers.
- D9.15.2 The contingency plan needs to cover all operations and maintenance requirements, and contracting arrangements.

- D9.16 Carry out HAZOP in accordance with guidelines for hazard evaluation procedures published by the American Institute of Chemical Engineer and in accordance with the City's HAZOP Procedure Guideline (Appendix Q).
- (a) Identify representative nodes (process areas) for City review;
 - (b) Conduct a half day HAZOP workshop prior to the completion of the preliminary design;
 - (c) Provide preliminary P&IDs and PFDs for the workshops;
 - (d) Pre-populate the HAZOP workshop software with all nodes, areas, and failure scenarios. The workshop should not be used for elaborating on design requirements, operational principles, or information gathering;
 - (e) Design input and reviews of P&IDs, and PFDs shall have been completed in advance of HAZOP workshops;
 - (f) Provide a technical memorandum after workshop including recommendations as a result of the workshop; and
 - (g) Incorporate HAZOP recommendations into the design.
- D9.17 Provide a preliminary level critical path schedule from Detailed Design to turnover.
- (a) The level of detail shall be such that it clearly conveys the significant activities related to the various Project components with their inter-dependencies.
 - (b) The breakdown of the work shall be into logical phases to accommodate sewage treatment plant operations,
 - (c) The schedule shall be configured suitable for use by Microsoft® Office Project 2019.
 - (d) Indicate deliverables and milestones.
 - (e) Indicate sequence of construction, process shutdown schedules, including magnitude and duration, and Manitoba Conservation notification requirements, if applicable.
 - (f) Indicate commissioning and training requirements.
 - (g) Identify site constraints and develop installation strategies considering:
 - (i) Lead time for delivery of equipment,
 - (ii) Site access, and
 - (iii) Evaluation of overall impact on plant operations throughout construction.
- D9.18 Provide a class three (3) cost estimate in accordance with the appropriate AACE International Recommended Practice(s) for the Scope of Services.
- (a) Provide Life-Cycle Cost Analysis for all options.
- D9.19 The Consultant shall prepare a Preliminary Design Report (PDR) that details the preliminary design phase and includes drawings (i.e. PFD, P&ID, Preliminary Plans and Sections).
- (a) The report shall include the Scope of Services indicated in D9.
 - (b) The Contingency Plan for Additional Boiler Failure technical memorandum will be a standalone document that can be submitted prior to the submission of the PDR; however, it shall be appended to the PDR and summarized within the body of the PDR.
 - (c) Options considered, inspections, conclusions, recommendations shall be indicated.
 - (d) Include an outline of the Project commissioning plan to provide the approach to commissioning and identify overall sequence and any constraints to commissioning that need to be addressed in the Detailed Design phase.
- D9.19.1 The Consultant shall submit a draft copy of the PDR ten (10) business days prior to the Draft Preliminary Design review meeting scheduled by the Consulting Contract Administrator.
- D9.19.2 The Consultant shall submit the final PDR after incorporating City review comments, or comments that may arise during the preliminary design review meeting.

D9.19.3 The Consultant must not proceed to detailed design without obtaining the Consulting Contract Administrator's direction.

D9.20 Deliverables

- (a) HAZOP Technical Memorandum
- (b) Contingency Plan for Additional Boiler Failure Technical Memorandum
- (c) Preliminary Design Report
- (d) Preliminary Design drawings

D10. DETAILED DESIGN & TENDER SERVICES

D10.1 Detailed design & tender services shall commence after the Consultant obtains direction from the Consulting Contract Administrator.

D10.2 Consultant shall carry out detailed design and tender services in accordance with Appendix U – Definition of Professional Consultant Services (Consulting Engineering Services).

D10.3 General Requirements

- (a) Provide a comprehensive set of detailed design documents and tender services to allow the City to engage a contractor to construct the work. The development of the Detailed Design shall be based upon the final Preliminary Design deliverables and recommendations.
 - (i) The Detailed Design shall be based on both existing process control narratives and functional requirement specifications for the NEWPCC boilers.
 - (ii) The detailed design shall address technical and operational issues, reliability and safety concerns, and all current and applicable code requirements.
- (b) The detailed design shall include all disciplines; such as site development, civil, structural, architectural, process, HVAC, plumbing, mechanical, electrical, automation, temporary facilities, and operational consumables required for the Project.
- (c) Where necessary, conduct field surveys and investigations to verify the existing conditions and to supplement all available information. Notify the City's Consulting Contract Administrator if existing conditions are found to deviate from City records.
- (d) Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
- (e) Submit the design to ITS for review and approval.
- (f) Identify all permits necessary for construction.
- (g) Provide any other information applicable to the design.
- (h) Unless otherwise stated, the indicated deliverables and any other deliverables which, in the opinion of the Consulting Contract Administrator are typical of a Detailed Tender Package, shall be prepared by the Consultant. Delegation of deliverables to the contractor will not be accepted.
- (i) Ensure all applicable WWD and WSTP standards and guidelines, outlined in D6.1.9, are incorporated into the Detailed Design. Deviations to the WWD and WSTP standards shall only be incorporated into the final design with written approval of the Consulting Contract Administrator via a WSTP Standards Deviation Form (Appendix V).

D10.4 Technical Specifications

- (a) Provide a comprehensive specification package for all disciplines and the entire Scope of Services in NMS specification format. Ensure that the following are included:
 - (i) All submittal requirements;
 - (ii) All quality assurance requirements;
 - (iii) Process control narrative(s);
 - (iv) Equipment list (see D6.6);

- (v) Submittal list (see D6.7);
- (vi) All commissioning requirements. Note that the Consultant is responsible for leading commissioning, however it is anticipated that the contractor will perform various tasks to assist with the commissioning efforts. The consultant will include tasks in the Contractors tender package necessary to support the Consultant's commissioning plan.

D10.5 Tender Document

- (a) Provide appropriate tender document(s) using appropriate City template(s) from the City of Winnipeg Materials Management Division website and consult with the City insurance branch for review. Identify and comply with all Materials Management policies and requirements.

D10.6 Construction Plan

- (a) Provide a construction plan that details the proposed construction sequence, schedule, and mitigation of site constraints.
- (b) The plan shall clearly demonstrate how the work will be implemented while maintaining operation of the NEWPCC facility.
- (c) Provide details on the concepts of how the Project will be delivered.
- (d) Include impacts to the operation and maintenance of the current facility that need to be addressed to achieve the Project objectives; and
- (e) Include construction sequencing with associated implementation schedule that takes into consideration.
 - (i) seasonal work,
 - (ii) all tie-ins to the existing system,
 - (iii) commissioning, and
 - (iv) coordination with other projects occurring at NEWPCC.
- (f) The plan shall be suitable for both City and Contractor use.

D10.7 Project Commissioning Plan

- (a) Prepare a Project Commissioning Plan to detail the commissioning processes, roles and responsibilities, commissioning specifications and objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the Project.
 - (i) The plan should show detailed planning, lists, and schedules, not merely a high-level description of commissioning.
 - (ii) Clearly indicate the tasks required and the party responsible for each task.
 - (iii) Include all disciplines and coordination between the disciplines.
 - (iv) Include all pre-commissioning requirements.
 - (v) Integrate a Project training plan within the Project Commissioning Plan. Identify all operations and maintenance training requirements, responsible party (Contractor, Consultant, Supplier, etc.) and an outline of the content of each training session. As part of the commissioning process, the Consultant shall provide resources to train City personnel on any areas or gaps that are not addressed by the other planned training providers.
- (b) Ensure integration of contractor commissioning requirements into the Detailed Tender Package.

D10.8 Detailed Tender Package

- (a) Prepare a detailed tender package that includes:
 - (i) Drawings from all disciplines;
 - (ii) Technical specifications;
 - (iii) The tender document;
 - (iv) Construction Plan

- (v) Commissioning plan;
 - (vi) Functional Requirement Specifications; if applicable;
 - (vii) Process control narrative(s), updates as applicable;
 - (viii) A major equipment and instrumentation list with reference information to the drawings;
 - (ix) Applicable reference drawings of the existing site;
 - (x) Contractor training requirements;
 - (xi) Contractor commissioning requirements; and
 - (xii) Any other information required by the contractor.
- (b) Prepare detailed construction sequencing that address site constraints identified in D9.17(g).
- (c) Prepare detailed shutdown procedures for the project. Include:
- (i) Pre-shutdown requirements,
 - (ii) Operational notifications - Include required notice periods, department contacts, notification details and responsibilities, including Environmental Standards,
 - (iii) Contractor requirements - Include scope of work, action required and responsibilities,
 - (iv) Schedule, and
 - (v) Operational requirements - Include all process systems affected, action required and responsibility.
- (d) Attend a Detailed Design review meeting with the City and incorporate changes arising from that meeting.
- D10.9 Submit one (1) electronic copy of the 60% draft detailed tender package for all aspects of the work, including detailed construction drawings and technical specifications.
- (a) Intermediate review (60%) of the Detailed Tender Package is not required on a formal basis, however, the Consultant is encouraged to submit for review at an earlier stage for any individual components that may be of interest to the City or where City direction is required. Coordinate with the Consulting Contract Administrator as required.
 - (b) The Consultant should allow for a fifteen (15) Business Days review period for the City to provide comments. This should be accounted for and shown in the proposal.
 - (c) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
 - (d) The electronic copies of the draft Drawings shall be submitted in PDF format.
- D10.10 Submit one (1) electronic copy of the 90% draft detailed tender package for all aspects of the work, including all tender package items listed in D10.8.
- (a) the electronic copies of the draft tender document, technical specifications, Project commissioning plan and process control narrative updates shall be submitted in Microsoft Word format.
 - (b) The electronic copies of the draft Drawings shall be submitted in PDF format.
 - (c) The Consultant should allow for a fifteen (15) Business Days review period for the City to provide comments. This should be accounted for and shown in the proposal.
 - (d) Conduct a meeting to review the City's comments on the 90% complete tender package. See D8.6(c).
 - (e) Incorporate all City comments into the final tender package.
- D10.11 Submit issued for construction documents incorporating all addenda into the tender package after successful contractor award, and upon receipt and implementation of City review comments (if any).
- D10.12 Class 1 Cost Estimate

- (a) Prepare a Class 1 cost estimate following incorporation of City review comments of the 90% tender package submission.
 - (i) The Class 1 Cost Estimate shall be submitted at least one (1) week prior to sending the Tender for posting by the Materials Management division.
 - (ii) The Cost Estimate shall be completed using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.

D10.13 Progress Meetings

- (a) Throughout the Detailed Design Phase, meet with the WSTP Team monthly to discuss progress, findings, obtain input from City personnel, and discuss design options. See D8.5.
- (b) These meetings shall be shown in the Consultant's Project schedule.
- (c) Additional formal meetings can be accommodated to suit the Consultant's requirements, and should be shown in the Consultant's Project Schedule.

D10.14 Detailed Design Notes and Calculations Package

- (a) Prepare and submit a detailed design notes and calculations package per discipline and criteria employed in the design.
 - (i) Provide draft Detailed Design notes and calculations package together with the draft Detailed Tender Package to allow for review in parallel.
 - (ii) Submit both PDF and Native Formats including two (2) paper copies of the detailed design notes and calculation package.

D10.15 Tender Services

- (a) After review by the City Insurance Branch and approval by the Consulting Contract Administrator, submit the detailed tender package to Materials Management for public bidding.
 - (i) All tender packages shall be prepared and posted in accordance with the City of Winnipeg Materials Management Division requirements.
 - (ii) Coordinate review of the package with Materials Management and make changes as requested to the tender package.
- (b) Provide appropriate response to request for information from bidders and advice to the City during the tender posting period.
- (c) Issue addenda to the tender, as required.
- (d) Arrange for and lead bidder's site visit(s).
- (e) If required, coordinate and lead a pre-award meeting with contractor.
- (f) Provide a bids evaluation report that includes:
 - (i) Review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received.
 - (ii) Recommendations for award of Contract.
 - (iii) Justification for the difference in pricing in the award recommendation letter if the bids deviate more than 15% from the Class 1 Cost Estimate and a revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons thereof.

D10.16 Following tender close, submit one (1) electronic copy of the Final Detailed Tender Package including all addenda.

D10.17 Deliverables from the Detailed Design & Tender Services shall include, but not limited to:

- (a) 60%, 90% and issued for construction documents;

- (b) Detailed Tender Package;
- (c) Class 1 Cost Estimate; and
- (d) Detailed design notes and calculations package.

D10.17.1 Construction plan and Project commissioning plan shall be submitted as standalone documents.

D11. CONTRACT ADMINISTRATION

D11.1 General Requirements

- (a) Carry out contract administration in accordance with Appendix U – Definition of Professional Consultant Services (Consulting Engineering Services), and as applicable to this project.
- (b) Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
- (c) The Consultant shall use the processes, procedures, forms and templates throughout the course of the Project. All documents can be found on the City's Infrastructure Planning Office website: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>. Relevant City templates include but are not limited to:
 - (i) Pre-construction meeting agenda and meeting minutes;
 - (ii) Proposed Change Notice (PCN);
 - (iii) PCN log;
 - (iv) Request for Information (RFI);
 - (v) RFI log;
 - (vi) Field Instruction (FI);
 - (vii) FI log;
 - (viii) Contract change log;
 - (ix) Change of Work Order (CWO);
 - (x) Decision log;
 - (xi) Construction report;
 - (xii) Inspection report;
 - (xiii) Meeting minutes;
 - (xiv) Site meeting minutes;
 - (xv) Project status report;
 - (xvi) Certificate of Substantial Performance;
 - (xvii) Certificate of Total Performance; and
 - (xviii) Certificate of Acceptance.
- (d) All personnel provided by the Consultant for either non-resident or resident engineering contract administration work shall be experienced and qualified to perform the work.
- (e) Original photographic records shall have a minimum resolution of twelve (12) megapixel along with date and time stamps. Photos in reports may be reduced in scale. Provide original photos to the City upon request.
- (f) The City reserves the right to withhold payment of Consultant fees for additional Contract Administration services which result out of errors or omissions in the design work prepared by the Consultant.

D11.2 Contract Administration Services

- (a) Refer to B9.2.1(a) for the City's estimated minimum hours for the Consultant to perform the Contract Administration Services.
- (b) Perform project management functions in accordance with the City requirements.
- (c) Administer the construction contract.

- (d) Prior to construction, prepare and submit a written and photographic record of the physical condition of the work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- (e) Conduct and chair a pre-construction meeting with WSTP team, the contract administration personnel and the Contractor for the Project and provide minutes.
- (f) Make application to public agencies for necessary authorizations and permits, prepare and submit reports and drawings thereto, and appear before the same in support of all applications.
 - (i) Coordinate with the contractor for completion of permits, if applicable in a timely matter.
- (g) Prepare a detailed Vendor Document Requirements (VDR) list based upon the requirements of the drawings and specifications. The list shall in detail identify all contractor submittal requirements.
 - (i) Manage the VDR list and logs of contractor submittals.
 - (ii) Update and forward the VDR list and current logs of submittals to the contractor and WSTP team.
- (h) Review and accept contractor submittals (i.e. shop drawings) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
- (i) Review and report to the City regarding laboratory, shop and other tests conducted on materials and/or equipment.
- (j) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- (k) Consult and advise the City during the course of construction.
- (l) Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the Consultant, immediately following receipt or dispatch by the Consultant.
- (m) Keep a continuous record of Project activities including but not limited to daily reports, photographic record of construction work and equipment, Working Days, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project.
- (n) Monitor and manage the contractor's schedule.
- (o) Review extra work or contractual claims submitted by the contractor. Provide backup material to the Consulting Contract Administrator as requested.
- (p) Coordinate and prepare proposed change notice (PCN) regarding the contractor scope of work as required. This may include the preparation of specifications and drawings for the PCN.
- (q) Coordinate and prepare Change Work Order (CWO) forms regarding the contractor scope of work as required and provide backup material to the Consulting Contract Administrator as requested.
- (r) Review acceptability of inspection and test plans from contractors, vendors or manufacturers.
- (s) Review and respond to contractor Request for Information (RFI)'s in a timely manner.
- (t) Prepare contractor site instructions / clarifications / directives as required.
- (u) Interpret technical aspects of contract as requested by the City.
- (v) Plan, coordinate, manage, and lead construction shutdown and tie-in protocols where plant operation is impacted. Prepare detailed shutdown or tie-in protocols that detail out a schedule for the work, delegate responsibilities, and clearly identify all operational impacts and plans to address. Review operational and construction risks and plan risk mitigation

measures as appropriate. Act as the interface between the Contractor and City during the shutdowns and tie-ins.

- (i) Base the construction shutdown and tie-in protocols on the procedures developed during the detailed design phase.
- (w) Provide a weekly construction report during the course of construction. The weekly construction report shall include, but not be limited to:
 - (i) Working Days and days lost due to inclement weather during the course of the construction;
 - (ii) Written and photographic records of the construction, including construction progress;
 - (iii) Provide brief descriptions of each photograph; and
 - (iv) Project schedule updates along with the baseline schedule to indicate if the project is on schedule or behind schedule.
- (x) Provide qualified personnel with appropriate discipline expertise to perform inspections of the construction, including but not limited to the following:
 - (i) Conduct inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications, provide report thereof.
- (y) Provide a specific construction inspection report for each inspection. The construction inspection reports shall be prepared by, or under the supervision of a Professional Engineer and contain appropriate detail to ascertain whether the construction meets the requirements of the drawings and specifications. The specific construction inspection reports shall be in addition to the construction reports.
- (z) Witness quality control procedures implemented by the Contractor.
- (aa) Provide reference line and elevation control points for the works and check the Contractor's adherence.
- (bb) Arrange for and carry out of testing of materials utilized by the contractor.
 - (i) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Consulting Contract Administrator, will be reimbursed as an Allowable Disbursement.
 - (ii) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
 - (iii) Costs shall be substantiated by the provision of suitable documentation.
- (cc) Prepare, update, maintain, and coordinate a deficiency list of all issues identified during inspections by the Consultant or the WSTP team. Coordinate remediation of the deficiency list with the Contractor.
- (dd) Coordinate regular construction review meetings. The meetings shall include representatives of the contractor and WSTP team.
 - (i) The typical frequency of meetings shall be weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
 - (ii) Prepare and distribute comprehensive meeting minutes within three (3) Business Days. Update the meeting minutes with corrections from other parties. Items requiring immediate actions shall be emailed prior to issuance of the meeting minutes.
- (ee) Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the Drawings and specifications.
- (ff) Coordinate and lead a comprehensive, detailed inspection prior to substantial performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- (gg) Make a recommendation to the Consulting Contract Administrator when the Contractor has achieved Substantial Performance and upon approval, prepare and issue a Certificate of Substantial Performance.

- (hh) Coordinate and lead a comprehensive, detailed inspection prior to Total Performance, including the Contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- (ii) Make a recommendation to the Consulting Contract Administrator when the Contractor has achieved total performance and upon approval, prepare and issue a certificate of total performance.

D11.3 Deliverables from contract administration phase shall include but not be limited to all contract administration documentation such as meeting minutes, RFI, PCN, CWO, weekly construction reports, submittals, certificates, etc.

D12. COMMISSIONING SERVICES

D12.1 General Requirements

- (a) Provide comprehensive leadership to the commissioning of the works. The Consultant has the responsibility to ensure that all commissioning activities are carried out to allow for the delivery of a fully operational facility compliant and complete in every respect. While the contractor and the City may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning tasks in coordination with the contractor's schedule.
 - (i) Provide a Commissioning lead appropriately qualified to lead the commissioning work. The Commissioning lead shall be a senior engineer with experience in commissioning projects of similar scope to this Project.
 - (ii) Provide all qualified resources and organization to perform commissioning related activities pertaining to the Consultant's scope.
- (b) Consult with and advise the City during the course of commissioning.
- (c) Coordinate with City Operations personnel as required. Ensure that City Operations personnel are always aware of the current commissioning status and any upcoming operational requirements or impacts.
- (d) Review all commissioning records and ensure that the overall commissioning records demonstrate compliance to the specifications and overall Project design requirements.
 - (i) Ensure all equipment and control system settings are documented.
- (e) Monitor commissioning activities, witness and certify the accuracy of the reported results.
- (f) Sign-off on all commissioning and training records.
- (g) Ensure all Commissioning Team member have clear definition of their role and understanding of their responsibilities.
- (h) Coordinate with the contractor to ensure appropriate measures regarding safety, health and environmental aspects are implemented throughout the commissioning activities.
- (i) Review commissioning documentation for performance, reliability, durability of operation, accessibility, maintainability, and operation efficiency under all conditions of operation.
- (j) Prepare agenda, lead and record minutes of the commissioning meetings.
- (k) Manage the commissioning documentation.

D12.2 Planning

- (a) The Consultant is fully responsible for the planning of the overall commissioning activities. This includes but is not limited to:
 - (i) Update the Project Commissioning Plan prepared during the Detailed Design Phase and issue to all relevant parties.
 - (ii) Define the commissioning activities.
 - (iii) Develop commissioning procedures and protocols to fully commission the facility. Coordinate the review of the documents with the City and contractor, and update as required.

- (b) The Consultant shall provide a draft O&M Manual prior to commissioning in accordance with Appendix O.

D12.3 Pre-Commissioning

- (a) Pre-Commissioning activities will include the factory acceptance testing, on-site inspection, and testing of equipment incorporated into the Project.
 - (i) Records shall be generated for all pre-commissioning inspections and tests.
- (b) The Consultant is responsible to specify all pre-commissioning requirements as part of the Detailed Design.
- (c) The Consultant's responsibilities include but are not limited to:
 - (i) Managing the overall pre-commissioning requirements and ensuring that all required pre-commissioning work is completed. Prepare and manage a master list of pre-commissioning requirements.
 - (ii) Witness a selected portion of the pre-commissioning tests (approximately a third).
 - (iii) Review all pre-commissioning records, including testing forms.
 - (iv) Organization and filing of all pre-commissioning records with the City.
- (d) The contractor is expected to be responsible for the execution of the majority of the pre-commissioning work, such as pre-start-up testing of equipment.
- (e) Conduct pre-commissioning meetings as applicable

D12.4 Training

- (a) Coordinate and manage training sessions for City personnel for the operation and maintenance of new and upgraded facilities and equipment. This includes but not limited to planning and scheduling of training sessions, review of training procedures and training documents prepared by the Contractor.
- (b) The Consultant is responsible for the overall packaging and quality assurance of the training program, although delivery of selected portions may be by the Contractor or Subcontractor.
- (c) Coordinate to ensure video records of each unique training session are provided to the City. Ensure acceptable and uniform standard of video quality.
- (d) Training materials to be submitted to the City for review and comment prior to on-site training.

D12.5 Commissioning

- (a) All systems and disciplines associated with the Project shall be commissioned.
- (b) Be present on-site during commissioning and witness commissioning activities.
- (c) Start-up, test, verify and document that the project as defined in the Scope of Services including all associated controls and programming perform as designed. Representative operating scenarios shall be tested.
- (d) Ensure all associated signals and controls are functioning in the PCS.
- (e) The Consultant will consider risks associated with the proper functioning of processes and equipment upstream and downstream of the equipment within scope and plan for appropriate risk treatments.

D12.6 Asset Registry

- D12.6.1 The Consultant shall provide a comprehensive list of all maintainable assets (equipment) along with associated data in accordance with Appendix M - Guideline to Document Asset Registry for New/Upgraded Projects. The list shall be in a spreadsheet in a format defined by the City for uploading into the City's Oracle Work and Asset Management (OWAM) system. It is expected that this document will be an amalgamation and reformatting of other information prepared and received by the Consultant.

- (a) The Consultant shall request from the Consulting Contract Administrator the Asset Classification System and Specification templates prior to preparation of the asset registry.
- (b) List of assets shall include detailed information for all Project assets and decommissioned assets to allow the City to upload and maintain current asset information in the City's OWAM system.

D12.7 Commissioning Handover Package

- (a) Compile and handover to the City all commissioning documentation, including but not limited to:
 - (i) Project commissioning plans and procedures;
 - (ii) Evidence of commissioning verification;
 - (iii) Deficiency reports and corrective actions taken;
 - (iv) Training material and records;
 - (v) Asset registry; and
 - (vi) Other commissioning documents.
- (b) The compilation of all commissioning documentation shall be delivered in a comprehensive, organized electronic format with all files and directories structured for simple identification and searchability of the contents.

D13. POST CONSTRUCTION SERVICES

D13.1 Confirm and ensure complete turnover of project documentation (Shop Drawings, Operations and Maintenance Information, design notes and calculations, etc.) to the City by the Contractor and verify that the documents are in conformance with the construction contract.

D13.2 Provide final Operations and Maintenance Information in accordance with Appendix P. Coordinate with installation contractor(s) and equipment supplier(s) to provide appropriate information for inclusion in Operations & Maintenance Information.

D13.3 Final Construction Report

D13.3.1 Provide a final construction report to the City within two months of Total Performance. The final construction report shall include the following:

- (a) A brief summary of the project, including:
 - (i) Services accomplished, including the initial and final scope of the Project;
 - (ii) Issues encountered during the Project and the resolutions achieved;
 - (iii) Final or projected final contract cost.
- (b) Appendices, including:
 - (i) Cost summary;
 - (ii) Photographs – typical pre-construction, during construction, and post-construction photographs;
 - (iii) Tabulation of tenders;
 - (iv) Change of work orders;
 - (v) Summary of progress payments;
 - (vi) Final Contract schedule;
 - (vii) Subcontractor list;
 - (viii) Daily or weekly reports;
 - (ix) Progress meeting minutes;
 - (x) Shop Drawings/submittals;
 - (xi) Field instructions;
 - (xii) Contractor RFI & responses;
 - (xiii) Material test reports;

- (xiv) Warranty information;
- (xv) Validation documentation;
- (xvi) Commissioning documentation; and
- (xvii) Certificates of substantial & total performance.

D13.3.2 The Consultant shall submit three (3) paper copies and one (1) electronic PDF copy of the Final Construction Report.

D13.4 As-Built Drawings

D13.4.1 As-built drawings shall adhere to the General Requirements for Drawings as stated in D6.3.

D13.4.2 The Consultant is advised to double-check the latest version of the CAD-GIS Standards with the Consulting Contract Administrator prior to preparation of Record Drawings.

D13.4.3 As-built drawings shall reflect Site verified as-constructed conditions, including contractor markups, change of work orders, field instructions, RFI and responses, and markups from resident inspection of the work. Reliance solely on contractor markups without Site verification of as-constructed conditions is not satisfactory.

D13.4.4 Provide as-built drawings on the Project in accordance with Section 3.2.6 As-Built and Record Documents of the Authentication of Electronic and Hardcopy Documents Guideline by Engineers Geoscientists Manitoba. For this RFP, the latest revision referenced was "Approved by Investigation Committee December 19, 2019".

D13.4.5 As-Built Drawings are to include all construction details and materials of the completed Works, including the following:

- (a) All construction details;
- (b) Complete materials list for each individual component installed;
- (c) Date of installation of Works (Substantial Performance); and
- (d) Installation Contractor.

D13.4.6 Existing drawings that require superseding as a result of the project are to be completed per the Drawing Content document (Appendix U) and submitted as part of final drawing package;

D13.4.7 The Consultant shall prepare and submit draft As-Built Drawings **within one (1) month of Total Performance** of the construction contract.

- (a) Submit one (1) electronic PDF copy of the drawings for City review.
- (b) The draft drawing submission is to consist of a drawing transmittal to the Consulting Contract Administrator, and one (1) complete set of drawings.
- (c) The City review comments and/or the marked-up draft As-Built Drawings will be returned to the Consultant for any corrections and updates in order to comply with the CAD-GIS Standards.

D13.4.8 After all corrections or updates are completed, the Consultant shall return the marked-up draft drawings, and submit one (1) final set of size A1 and one (1) electronic copy of PDF and AutoCAD files (in .DWG file format) of the final As-Built Drawings.

- (a) Submit the final as-builts within one month of receipt of final comments from the Department.
- (b) Once the as-builts meet the CAD-GIS Standards, the drawings will be accepted.

D13.5 Provide **two (2) year warranty services** tied to the date of Total Performance. The warranty services shall include but are not limited to the following:

- (a) Provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the Contractor appropriate notice to correct the deficiencies;

- (b) Determination if corrective work is part of Contractor's warranty;
- (c) Liaison and coordination with the Contractor to repair defective work;
- (d) Conduction of the inspection and approval of warranty work;
- (e) Issuance of instructions for correction of deficiencies;
- (f) Review of updates to O&M Information and resolve deficiencies;
- (g) Respond to requests of the City related to the Project; and
- (h) Provision of a detailed inspection of the Project with the Contractor and the City prior to the end of the warranty period and provide to the City in written form associated itemized deficiency list or appropriate recommendation of acceptance of the construction contract work.

D13.6 Deliverables from Post Construction Services shall include, but not be limited to:

- (a) Operations & Maintenance Information;
- (b) Final Construction Report;
- (c) As-built drawings; and
- (d) Certificate of Acceptance.

D14. ADDITIONAL WORK ALLOWANCE

D14.1 The Additional Work Allowance indicated in B9.3 is to be used for engineering and design services that arise due to unforeseen circumstances arising in the project.

- (a) The additional work allowances shall only be used with written permission of the Consulting Contract Administrator and formally documented in a Change in Scope of Services form in the City's Policy, Manuals and Templates located at <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>.
- (b) When such work arises, the Consultant shall prepare a concise scope of work and cost proposal, following requirements as defined in D6.12, in collaboration with the Consulting Contract Administrator.
- (c) The proposal shall be submitted to the Consulting Contract Administrator for final approval.
- (d) No work, arising from the additional work allowance, shall commence without the prior approval of the Consulting Contract Administrator.

D15. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D15.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D15.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D15.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;

- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D16. UNFAIR LABOUR PRACTICES

- D16.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D16.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D16.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D16.4 Failure to provide the evidence required under D16.3, may be determined to be an event of default in accordance with C14.
- D16.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D16.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D16.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D16.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D17. AUTHORITY TO CARRY ON BUSINESS

- D17.1 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 Consulting Contract Administrator with evidence thereof upon request.

D18. SAFE WORK PLAN

- D18.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D18.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/safety/default.stm>

D19. INSURANCE

- D19.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D19.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D19.2.1 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.
- D19.3 The policies required in D19.2(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.
- D19.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D19.2(a) and D19.2(b).
- D19.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D19.2(a) and D19.2(c).

- D19.6 The Consultant shall provide the Consulting Contract Administrator 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 C4.4(a) 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 D19.9.
- D19.7 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.
- D19.8 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.
- D19.9 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

D20. COMMENCEMENT

- D20.1 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.
- D20.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D17;
 - (ii) the Safe Work Plan specified in D18; and
 - (iii) evidence of the insurance specified in D19.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D24.1
- D20.3 The City intends to award this Contract by June 9, 2023.

D21. CRITICAL STAGES

- D21.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design Services, including review and approval by WWD, finalized by mid-September, 2023.
 - (b) Detailed Design Services, including review and approval by WWD, finalized by end of January 2024;
 - (c) Tender Services, including submission of Letter of Recommendation for Construction Services tender to Consulting Contract Administrator by mid-April 2024.

D22. COVID-19 SCHEDULE DELAYS

- D22.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Consulting Contract Administrator.
- D22.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D22.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D22.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D22.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D22.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D23. INVOICES

- D23.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D23.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Consultant's GST registration number.
- D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D24. PAYMENT

- D24.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

- D25.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.

- D25.2 The entire text of C17.4 is deleted, and amended to read: “Intentionally Deleted”
- D25.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City’s Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D25.4 Further to C17, prior to the Consulting Contract Administrator’s issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator (“Dispute”):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant’s equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant’s equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D25.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.4.4 If the Dispute is not resolved to the City and Consultant’s mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D26.3 For the purposes of D26:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

D26.4.1 If not already required under the insurance requirements identified in D19, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D26.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D26.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D26.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Consultant

D26.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D26.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D26.5.3 in relation to this Contract or the Work.

D26.6 Records Retention and Audits

D26.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D26.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least

six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D26.7 Other Obligations

- D26.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D26.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D26.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D26.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - APPENDICES

APPENDICES

E1.1 Appendix A – List of Relevant Documents and Drawings

TYPE	TITLE
Report	Condition Review Letter (SMS Engineering - July 20, 2022)
Report	Condition Assessment Report (F.A. Roberts & Associates – November 3, 2022)
Drawing Package	Boiler 5 Relevant Drawings
Drawing Package	Boilers 1 & 2 Relevant Drawings

E1.1.1 Appendix A – Relevant Documents and Drawings are available in accordance with D5.

E1.2 Appendix B – Non-Disclosure Agreement

E1.3 Appendix C – WSTP Building Mechanical Design Guideline

E1.4 Appendix D – WSTP Process Mechanical Design Guideline

E1.5 Appendix E – WSTP Wastewater Treatment Facilities Automation Design Guide

E1.6 Appendix F – WSTP Electrical and Instrumentation Standardization Summary

E1.7 Appendix G – WSTP Electrical and Instrumentation Standardization Clauses

E1.8 Appendix H – WSTP Project Document Numbering Standard

E1.9 Appendix I – WWD Identification Standard

E1.10 Appendix J – WWD Identification Standard Appendices

E1.11 Appendix K – WWD Electrical Design Guide

E1.12 Appendix L – WWD Sewage Treatment Plant Tag Naming Standard

E1.13 Appendix M – WWD Guideline to Document Asset Registry For New/Upgrade Project

E1.14 Appendix N – NEWPCC Paint Colour Standard

E1.15 Appendix O – Operations Manual Specification

E1.16 Appendix P – Operations and Maintenance Information

E1.17 Appendix Q – HAZOP Procedure Guideline

E1.18 Appendix R – Drawing Content

E1.19 Appendix S – Sample Equipment List

E1.20 Appendix T – Sample Submittal List

E1.21 Appendix U – Definition of Professional Consultant Services (Consulting Engineering Services)

E1.22 Appendix V – WSTP Standards Deviation Form