



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1068-2023

**PROFESSIONAL CONSULTING SERVICES FOR ENVIRONMENTAL SITE
ASSESSMENT (ESA), DECOMMISSIONING AND ALTERNATIVE LAND USE PLAN
FOR FORMER SLUDGE DRYING BEDS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	3
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Person Hours (Section C)	4
B11. Experience of Proponent and Subconsultants (Section D)	5
B12. Experience of Key Personnel Assigned to the Project (Section D)	6
B13. Project Understanding and Methodology (Section E)	7
B14. Project Schedule (Section F)	8
B15. Sustainable Procurement – Environmental Questionnaire (Section G)	9
B16. Disclosure	9
B17. Conflict of Interest and Good Faith	9
B18. Qualification	10
B19. Opening of Proposals and Release of Information	11
B20. Irrevocable Offer	12
B21. Withdrawal of Offers	12
B22. Interviews	12
B23. Negotiations	12
B24. Evaluation of Proposals	12
B25. Award of Contract	14

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Definitions	1
D4. Background	2
D5. Relevant Documents And Drawings	5
D6. Relevant Standards	6
D7. Scope of Services	6
D8. Project Management	11
D9. Project Meetings	12
D10. General Requirements for Project Deliverables	14
D11. Unfair Labour Practices	16

Submissions

D12. Authority to Carry on Business	17
D13. Safe Work Plan	17
D14. Insurance	18

Schedule of Services

D15. Commencement	19
D16. Critical Stages	19
D17. Supply Chain Disruption Schedule Delays	20

Measurement and Payment	
D18. Invoices	20
D19. Payment	21
Dispute Resolution	
D20. Dispute Resolution	21
Third Party Agreements	
D21. Funding and/or Contribution Agreement Obligations	22
PART E - SECURITY CLEARANCE	
E1. Security Clearance	1
APPENDIX A – NON-DISCLOSURE AGREEMENT	
APPENDIX B – ENVIRONMENTAL PROCUREMENT QUESTIONNAIRE	
APPENDIX C – FORM P-608: SECURITY CLEARANCE CHECK	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR ENVIRONMENTAL SITE ASSESSMENT (ESA), DECOMMISSIONING AND ALTERNATIVE LAND USE PLAN FOR FORMER SLUDGE DRYING BEDS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 10, 2025.

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 former sludge drying beds site on:

(a) December 11, 2024 at 1:30p.m.;

(b) December 13, 2024 at 10:00a.m.

B3.1.1 Proponents are required 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 A Level 1 Security Clearance will be required to attend the Site Investigation, see E1 Security Clearance.

B3.4 Proponent's will be allowed to take pictures of the site provided there are no City representatives in the pictures.

B3.5 Proponents are required to bring their own PPE (safety boots only required) to the Site Investigation. Proponents without appropriate PPE will not be allowed access to the Site.

B3.6 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.

B3.7 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.
- B5.3 A Proponent who violates any provision of B5 may be determined to be in breach of Contract.

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;
 - (b) Fees (Section B) in accordance with B9.
 - (c) Form P: Person Hours (Section C) in accordance with B10.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section D) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
 - (c) Project Understanding and Methodology (Section F) in accordance with B13; and
 - (d) Project Schedule (Section G) in accordance with B14.
 - (e) Sustainable Procurement – Environmental Questionnaire
- 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.
- (a) The main Proposal should be less than fifty (50) pages in total, excluding appendices.
 - (b) Only the first fifty (50) pages of each Proposal will be evaluated, excluding appendices.
- 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 B24.1(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 all disciplines and/or phases identified as the Fixed Price items within D7 Scope of Services.
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Consultant Costs.
- B9.2.2 There will be no fee escalation allowed for yearly adjustments, promotions, etc. The Fee scale shall remain fixed for the duration of the Project based on the rates set in Form P: Person Hours submitted in the proponents Proposal.
- B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.4 The Fee Proposal shall also include Allowable Disbursements within the Fixed Fee as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation as part of the Work.
- B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D21. Any such costs shall be determined in accordance with D21.

B10. PERSON HOURS (SECTION C)

- B10.1 The Proposal shall include Form P: Person Hours for all disciplines and phases identified in D7 Scope of Services for each work phase identified as a Fixed Price item.

- B10.2 Proponents may use the Form P: Person Hours template included or a table of their own design provided it includes all information requested in accordance with B10.1.
- B10.3 Sub-tasks reflecting the work required to address each Fixed Price items identified in D7 are to be prepared by the Proponent based on the Project Understanding and reflected in Form P: Person Hours and the Project Schedule. The sub-task descriptions within Form P: Person Hours and the Project Schedule should align.
- B10.4 The hourly rate schedule for Form P: Person Hours will be utilized where required for the work identified in the Additional Work Allowance.
- (a) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent.
- B10.5 The Proposal shall include Form P: Person Hours showing the charge out rates for each project personnel, including both Key Personnel and Personnel responsible for administrative or support tasks. The total hourly breakdown for each sub-task and assigned project personnel for each Fixed Price item of work identified in D7.
- (a) The total Fees on Form P: Person Hours should match Fees submitted in response to B9.1.
- (b) The proponent shall submit a list of charge out rates for each generic project position to be assigned to each of Fixed Fee item, along with the positions anticipated to be involved in site sampling, testing and infrastructure assessment work, to be paid utilizing the Additional Work Allowance.
- (c) There will be no fee escalation allowed for yearly adjustments, promotions, etc. Fee scale shall be fixed for the duration of the project based on the rates set in Form P: Person Hours.
- B10.6 For each person identified in B10.5, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in
- (a) This percentage will approximate each person's total time available to be dedicated towards the Project. It should not represent the percentage of each person's time in relation to total hours assigned to the Project.
- (b) Form P: Person Hours has included a row at the bottom of the table specifically dedicated to identify these percentages.

B11. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three (3) projects of similar complexity, scope and value.
- (i) If more than three (3) projects are submitted, only the first three (3) referenced projects will be evaluated.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) Location of the project (street, city and province);
- (b) Description of the project;
- (c) Scope of the work that the Proponent was contracted to perform;
- (d) Listing of assigned Key Personnel involved in the reference project as per B12.
- (i) Details of the role of each of the Key Personnel on the project should be provided.
- (ii) The approximate percentage of each Key Personnel's workload in comparison to the total Proponent workload on the project should be provided.
- (e) Project's original contracted cost and final cost;
- (i) Any deviations between original and final costs shall clearly describe the differences.

- (f) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (i) Any deviations between original and final schedule shall clearly describe the differences.
 - (ii) If the project is ongoing at the time of Proposal writing, the approximate percentage completion and percentage work remaining on the project at the time of Proposal writing should be provided.
- (g) project owner;
- (h) reference information (consisting of two (2) current contact names, email addresses and telephone number contact information associated with each reference project):
 - (i) References may be used to confirm information provided in the Proposal.
 - (ii) Reference information should not be provided for staff no longer working within the client company, or retired. Preference will be given to current references given on each project.
 - (iii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

B11.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B11.3 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.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

- (a) The organizational chart shall include all Key Personnel listed below, along with any other non-Key Personnel responsible for general administrative or support tasks.
- (b) Roles of each of the Key Personnel assigned to the Project should also be identified in the organizational chart.
- (c) Clearly identify any Subconsultants that are part of the work within the organizational chart, where applicable.
 - (i) Identify roles of Key Personnel for any Subconsultants that are part of the work.
- (d) demonstrate that the proposed team structure will be able to provide the level of service described in this RFP. Identify the reporting relationship among the specific Key Personnel, and the specific task assignments of each.

B12.2 Identify the following Key Personnel assigned to the Project at minimum:

- (a) Project Manager;
- (b) Environmental Site Assessor;
- (c) Infrastructure Condition Assessment Engineer;
- (d) Municipal Design Engineer.

B12.2.1 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.

B12.3 Submit the experience and qualifications of the Key Personnel assigned to the Project. Experience and qualifications should include:

- (a) Planned role of key personnel intended for this project;

- (i) Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.
 - (b) Educational background and degrees;
 - (c) Professional recognitions;
 - (d) Current job title;
 - (e) Previous job titles;
 - (f) Current office location;
 - (g) Years of experience in current position;
 - (h) Years of experience related to the Scope of Services identified in D7; and
 - (i) Years of experience with current employer.

- B12.4 For Key Personnel identified, list 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;
 - (i) Key Personnel's workload in comparison to the total Proponent workload may be evaluated along with the Key Personnel's role.
 - (c) Project Owner;
 - (d) Reference information (consisting of one (1) current contact name, email address and telephone number contact information associated with each reference project)
 - (i) References may be used to confirm information provided in the Proposal.
 - (ii) Reference information should not be provided for staff no longer working within the client company, or retired. Preference will be given to current references given on each project.
 - (iii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

- B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B13.1 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.

- B13.2 Methodology should be presented in accordance with the Scope of Services identified in D7.

- B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

- B13.4 The Proponent's proposal should demonstrate a fundamental understanding of the following at minimum:
 - (a) the location of any underground utilities which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials and/or equipment to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the Plant needed to perform the Work;

- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the Proposal or the performance of the Work.

B13.5 Proposals should address:

- (a) the Proponents understanding of the project scope and objectives;
- (b) the Proponents approach and methodology to complete the work;
- (c) the team's understanding of the broad functional and technical requirements;
- (d) clearly identifying and explaining work activities and methodology/approach to complete the Work;
- (e) stating assumptions and interpretations of the Scope of Services;
- (f) stating the Proponents' understanding of the constraints that will affect the work;
- (g) any site-specific issues;
- (h) any perceived project challenges and how they will be overcome;
- (i) any activities and services assumed to be provided by the City;
- (j) the proposed Project budget;
- (k) the Project Management methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.
 - (i) This shall include how the project will be managed including Project organizational structure and responsibilities;
- (l) and any other issue that conveys the Proponent's understanding of the Project requirements.

B13.6 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

B14. PROJECT SCHEDULE (SECTION F)

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

- (a) The schedule should align within the items within the Fee Schedule of Form B: Prices, and the Task Descriptions of Form P: Person Hours.
- (b) The Proponent shall include for two (2) week project blackout dates for City staff during Christmas holidays of each fiscal year and should be shown on the project schedule.

B14.2 The Proponent's schedule should document milestone dates to address each Fixed Price item identified in D7 Scope of Services, along with identifying timelines for completion of each sub-task in accordance with Section B10.3 at minimum.

B14.3 The Proponent's schedule should specifically identify sub-tasks which require City staff involvement, such as project meetings or City review periods.

- (a) The Proponent's schedule should include critical dates for review and approval processes by the City. Reasonable times should be allowed for completion of these processes.
- (b) It is anticipated that each deliverable submission will require a minimum of three (3) rounds of review of deliverable drafts, with fifteen (15) business days, ten (10) business days, and five (5) business days respectively for City staff to review each draft. See D10.5. These City review periods should be accounted for and shown on the project schedule.

B15. SUSTAINABLE PROCUREMENT – ENVIRONMENTAL QUESTIONNAIRE (SECTION G)

- B15.1 The City of Winnipeg has implemented a Sustainable Procurement Action Plan to intentionally recognize the work already being done by suppliers and service providers to create positive impacts and to amplify the positive impacts that can happen through City of Winnipeg spending. This Action Plan requires all departments to embed relevant sustainability considerations into the selection of goods and services, along with factors such as price, quality, service, and technical specifications.
- B15.2 An Environmental Procurement Questionnaire has been developed to evaluate and provide appropriate weighting of the sustainable procurement criteria in bid documents, such as the Request for Proposal (RFP). The questions asked in the Questionnaires align with the City's sustainable procurement goals.
- B15.3 The Environmental Procurement Questionnaire is included as part of the Proposal submission and evaluation process, and can be found in Appendix B of this RFP. The Proponent must fill in the questionnaire in accordance with the questionnaire instructions in Appendix B in order to be evaluated under the Sustainable Procurement criteria.

B16. DISCLOSURE

- B16.1 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.
- B16.2 The Persons are:
(a) N/A
- B16.3 Additional Material:
(a) N/A

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 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.
- B17.2 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.

- B17.3** In connection with their Proposal, each entity identified in B17.2 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.
- B17.4** Without limiting B17.3, 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.
- B17.5** Without limiting B17.3, 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 B17.4 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.
- B17.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B18. QUALIFICATION

- B18.1** 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;
 - (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.
- B18.2** 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>

- B18.3 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;
 - (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), see D13;
 - (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;
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.4 and D10.10); and
 - (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - Security Clearance.
- B18.4 Further to B18.3(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.
- B18.5 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.
- B18.6 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.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 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.
- B19.3 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).
- B19.3.1 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.
- B19.4 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.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 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.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

- B22.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

- B23.1 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.
- B23.2 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.
- B23.3 If, in the course of negotiations pursuant to B23.2, 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.

B24. EVALUATION OF PROPOSALS

- B24.1 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 B18: | (pass/fail) |
| (d) Fees; (Section B) | 35% |
| (e) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (f) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (g) Project Understanding and Methodology; (Section E) | 20% |
| (h) Project Schedule; (Section F) | 5% |
| (i) Sustainable Procurement – Environmental Questionnaire | 10% |
- B24.2 Further to B24.1(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.

- B24.3 Further to B24.1(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.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(d), Fees will be evaluated based on Fees submitted in accordance with B9.
- B24.6 Further to B24.1(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.4.
- B24.7 Further to B24.1(e), 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 provided in response to B10, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project;
 - (b) adherence to project budget; and
 - (c) adherence to project schedule.
- B24.8 Further to B24.1(f), 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 provided in response to B12, including but not limited to the following criteria:
- (a) Related years of experience of the Key Personnel;
 - (b) relevancy of experience of the Key Personnel;
 - (c) appropriateness of the approach to the overall team formation and coordination of team members; and
 - (d) past performance on City of Winnipeg projects not specifically referenced in B10 may also be considered under Experience of Key Personnel.
- B24.9 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, provided in response to B13, including but not limited to the following criteria:
- (a) appropriateness of fees and/or hours assigned to individual tasks per Person;
 - (b) proponent's understanding of the Project scope and objectives, including the deliverables and constraints;
 - (c) appropriateness of approach and methodology to complete Work; and
 - (d) demonstration of insight beyond the information presented in this RFP.
- B24.10 Further to B24.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project provided in response to B14, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule;
 - (b) logic and sequencing of the tasks; and
 - (c) appropriateness of the timelines provided.
- B24.11 Further to B24.1(i), the Environmental Questionnaire under the Sustainable Procurement section will be evaluated considering the information provided in response to B15. Points scored in the Environmental Questionnaire will be converted to a representative percentage of the maximum possible score, and using the weighting assigned to this evaluation criteria.
- B24.12 Notwithstanding B24.1(e) to B24.1(i), 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.

- B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.14 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.
- B24.15 The City reserves the right to conduct an independent verification of information in the Proposal Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 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.
- B25.2.1 Without limiting the generality of B25.2, 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.
- B25.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2024 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B25.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.5 The City may, at their discretion, award the Contract in phases.
- B25.6 Further to B25.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.7 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
- B25.7.1 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.
- B25.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B25.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B25.10 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.

B25.11 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:

Alexa Dreolini, E.I.T.

Telephone No. 204 583-1138

Email Address: adreolini@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 the Association for the Advancement of Cost Engineering;
- (b) **"biosolids"** means a by-product of the wastewater treatment process, consisting of solids separated out from the wastewater and treated;
- (c) **"BRRMF"** means the Brady Road Resource Management Facility;
- (d) **"Class 3 Cost Estimate"** means an estimate with an expected accuracy range within -20% to +30%. This estimate is typically associated with the preliminary design level of definition;
- (e) **"CAD"** means Computer Assisted Drafting;
- (f) **"CCME"** means Canadian Council of Ministers of the Environment;
- (g) **"City Project Manager"** equivalent term to the Consulting Contract Administrator. Project Manager coordinating the Proponent's completion of Work identified in this RFP;
- (h) **"City Stakeholders"** means City Of Winnipeg Management Staff not directly involved in deliverables review, but directly or indirectly impacted by the findings of this project;
- (i) **"CSA"** means Canadian Standards Association;
- (j) **"ESA"** means Environmental Site Assessment;
- (k) **"External Stakeholders"** means departments, private business entities, private citizens, and/or the public at large which may be directly or indirectly impact by the findings of this project;
- (l) **"GIS"** means Geographical Information System;
- (m) **"NEWPCC"** means North End Sewage Treatment Plant;
- (n) **"PDF"** means Portable Document Format electronic file;
- (o) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (p) **"TM"** means Technical Memorandum;

- (q) **“Working Group”** means the City of Winnipeg staff directly involved in deliverables review with the Proponent;
- (r) **“WSP”** means the RM of West St. Paul;
- (s) **“WWD”** means City of Winnipeg’s Water and Waste Department.

D4. BACKGROUND

D4.1 The former sludge drying beds (also known as the temporary biosolids storage facility) are located outside the City of Winnipeg limits, just north of the Perimeter Highway and west of McPhillips Street in the RM of West St. Paul:



Figure 1: Sludge Drying Bed Site

- D4.2 The site consists of a 99 ha plot of land consisting primarily of greenfield space, with a 5.3 ha asphalt paved pad in the centre of the site. A 1.25 ha area retention pond is located immediately to the east of the asphalt pad, used to capture runoff from the pad surface.
- D4.3 The management of the former sludge drying beds is under the jurisdiction of Environmental Act Licence (EAL) No. 3377 Biosolids Land Application. Within this EAL, a Decommissioning And Alternative Land Use Plan for the site is requested. **Submission of this Decommissioning and Alternative Land Use Plan is ultimately the goal of the Work contained in this Request For Proposal.**
- D4.4 The former sludge drying site has a long history of being utilized as part of the biosolids dewatering process:

1963 – 1990: Original Construction & Use

- (a) Beginning in 1963 the land was first constructed for sludge drying purposes across nine drying cells, and then expanded to fifteen cells shortly thereafter in 1967. These cells consisting of open land with dedicated berms separating each cell.
- (b) At this point these drying cells were utilized to provide the primary dewatering of digested biosolids from the NEWPCC. Below grade piping was constructed connecting each of the drying bed cells, and the digested biosolids would be pumped 5.7 km from the NEWPCC to the drying bed site via a low pressure sewer system. The biosolids would be discharged into each of the drying bed cells equally via this low pressure sewer pipe arrangement.
- (c) The biosolids would be dewatered slowly by gravity, with the water from the biosolids separating above the settled sludge solids. The separated water from the biosolids was considered similar to untreated wastewater. Surface drains which interconnected each drying cell would route this separated water to a dedicated decant cell, which acted similar to a storm retention basin.
- (d) A pump station is located immediately south of this decant cell. This same pump station was utilized to pump the digested biosolids into the drying cells. The pumps suction piping would be reversed to connect into the decant cells, and would pump the separated water back to the NEWPCC for treatment using the same low pressure sewer system used to supply the biosolids.
- (e) The dewatered biosolids in each drying bell cell would freeze over the winter, and while in this frozen state were loaded into storage trucks for reuse on agricultural lands.
- (f) Surplus biosolids received due to inadequate weather conditions for agricultural application would be stored in a stock-pile area immediate south of the drying beds.
- (g) Throughout the 1970s and 1980s several upgrades to the drying bed cell interconnections and decant cell/dewatering processes were made, however the overall goals and function of the sludge drying bed site remained the same.
- (h) In 1978 a new decant pump station was constructed 200 ft east of the existing pump station. The original pump station has since been abandoned and is no longer in use, however the original pump station superstructure remains.

1990 – 2010: Decommissioning, Drying Pad Construction & WinGRO Program

- (i) Beginning in 1990, the sludge drying bed process was discontinued due to odour concerns raised by the neighboring WSP residents throughout the 1980s. A centrifuge dewatering facility was constructed at the NEWPCC to provide the necessary sludge dewatering previously completed via the drying beds. As a result, work was put forward to decommission the existing drying cells.
- (j) This decommissioning work consisted of appropriate remediation of unground pipework in place surrounding the drying cells, fill of the cells with appropriate top soils, and reuse of the drying bed cells as agriculture lands.
- (k) At this point work to construct a single dedicated asphalt paved pad, security fencing and asphalt paved access roads to the pad was also completed. This asphalt pad only formed a small percentage of the total area previously composed of the drying cells. The asphalt pad was used for stockpiling of biosolids during wet weather periods or under spring melt conditions when land application was not allowed.
- (l) Multiple surface drains were then constructed within the asphalt pad. These drains would direct runoff from the asphalt pad via underground pipework to the decant cell previously used with the drying bed cells. The decant cell would then continue to function as in the past, and pump runoff to the NEWPCC for treatment via a 300mm, 6.0 km long corrugated metal pipe forcemain network. This forcemain would convey the runoff from the pad directly to the NEWPCC site.
- (m) Dedicated re-use of biosolids on agriculture land continued, now under the name of the WinGRO program.

2010 To Present: Decommissioning Drying Pad Use, Use Of Space By Winnipeg Police Service

- (n) In 2010, the WinGRO program was discontinued and storage of the biosolids on the dewatering pad was prohibited.
 - (o) Biosolids which were digested and dewatered from the NEWPCC were all transported to BRRMF for disposal. At this point the biosolids storage pad went unused.
 - (p) Shortly after this the asphalt drying pad was utilized by Winnipeg Police Services (WPS), as a driver training centre for Police Officers. The former biosolids storage pad area remains in this use today.
 - (q) While part of these lands is utilized by the Winnipeg Police Service, the jurisdiction for the maintenance and upkeep of the asphalt pad and former sludge drying bed cells surrounding it however remain with the Water and Waste Department and the Wastewater Services Division.
 - (r) In 2019, as part of ongoing development surrounding the Sludge Drying Beds, a minor change to the forcemain distribution network was completed.
 - (i) The existing 300 mm forcemain carrying runoff from the storage pad was connected to a new 450mm sanitary sewer where the forcemain crosses Murray Road. From this point the gravity sewer would tie into the 1500mm Northwest Interceptor pipe, allowing the surface runoff from the former drying beds to be conveyed via the existing wastewater sewer network.
 - (ii) Overall this work effectively reduced the total forcemain length currently supporting the former sludge drying beds by 6.0 km to 3.2 km.
 - (iii) Approximately 500m of the existing forcemain network downstream of this new connection was then abandoned and removed as part of accommodating the new development area.
 - (iv) This leaves approximately 2.3km (6.0km – 3.2 km – 0.5km) of the existing 300mm corrugated pipe forcemain network which remains as underground infrastructure leading to the NEWPCC, but is not in use. Part of the work associated within this project should be verification that remaining segments of this forcemain network have been properly abandoned.
- D4.5 In 2017, soil sampling/testing, along with sampling/testing of water contained within the decant cell of the former sludge drying beds site was completed. The water samples were analyzed for the same parameters considered for wastewater final effluent samples. The soil samples were tested in accordance with the typical testing requirements during the biosolids monitoring program, along with select parameters for measuring site impact.
- (a) Results from these tests are included within the Relevant Documents and Drawings. See D5.
- D4.6 In 2023, the Province Of Manitoba submitted stakeholder engagement figures for the proposed improvements to the North Perimeter Highway to the City of Winnipeg. The proposed improvements to the North Perimeter Highway impact part of the south boundary of the drying beds, including removing a portion of the road currently used to access the asphalt pad.
- D4.7 In all cases where the drying beds site was utilized in its history, the sludge solids stored on site consisted of wastewater sludge treated via the anaerobic digestion at the NEWPCC. The sludge solids applied would be considered Class “B” Municipal Biosolids with only partial pathogen removal, in accordance with the CCME *Guidance Document for the Beneficial Use Of Biosolids, Municipal Sludge and Treated Septage*.
- D4.8 Due to only partial pathogen removal of the sludge solids, specific environmental control measures were required for sludge solids handling over the time it was transported to the sludge drying bed site. The runoff collected from the drying bed cells, and later on the asphalt storage pad was also classified as wastewater due to the partial pathogen removal, requiring this runoff to be conveyed for treatment at the NEWPCC.
- D4.9 Runoff collected from the asphalt storage pad continues to be classified as wastewater to this day. A significant goal of the environmental site assessment will be to confirm if the runoff from the existing storage pads must continue to be classified as wastewater, or if it is of a suitable

water quality to be classified as stormwater runoff. If the runoff can be classified as stormwater runoff, it will no longer need to be conveyed to the NEWPCC and could instead be tied into a local stormwater collection system. At this point the existing infrastructure used to convey surface runoff from the sludge drying beds to the NEWPCC can be decommissioned.

- D4.10 Should it not be classified as stormwater runoff, remediation measures to improve the surface runoff water quality such that it can be classified as stormwater runoff in the future should be recommended as part of this study.
- D4.11 The drying beds are located within the RM of West St. Paul, and are immediately south of the Grasmere Drainage Ditch.
- D4.12 The majority of the former sludge drying beds is accessed via a network of packed down earth forming various off-road paths. Off-road/4x4 vehicles are likely required to access remote points on the site, or else remote point must be walked out to, for inspection, testing and/or site sampling purposes.
- (a) The decant cell pump station and asphalt pad on the site are accessed via maintained gravel roads, and can be accessed by vehicles without off-road capabilities.

D5. RELEVANT DOCUMENTS AND DRAWINGS

- D5.1 Relevant documents and drawings are available to the Proponent during the tender period by request to the City Project Manager after completion of the Non-Disclosure Agreement in Appendix A.
- (a) The relevant documents and drawings provided herein are for informational purposes only and the City makes no claim or liability to the accuracy of the information provided.
- D5.2 The following documents and drawings will be released at the sole discretion of the City:
- (a) Sludge Drying Beds Original Construction Drawings. City Of Winnipeg. 1963.
- (b) Sludge Drying Beds Expansion Construction Drawings (Tender No. S 8-67). City Of Winnipeg. 1967.
- (c) Sludge Drying Beds Supply And Installation Piping and Structures Construction Drawings (Tender No. PD 75-170). City Of Winnipeg. 1975.
- (d) Decant Cell Alterations Construction Drawings. City Of Winnipeg. 1977.
- (e) A Review Of Odor Surveys at the North End Water Pollution Control Centre and the Sludge Drying Beds. City Of Winnipeg. 1978.
- (f) Decant Pump Station & Forcemain Construction Drawings (Tender No. PD 78-96). City Of Winnipeg. 1978
- (g) North End Sludge Beds Expansion Construction Drawings (Tender No PD 80-148). City Of Winnipeg. 1980.
- (h) Investigation Of Odor Generation Processes At The Sludge Drying Beds. City Of Winnipeg. 1983.
- (i) Investigation Of Odor Generation Processes At The Sludge Drying Beds. City Of Winnipeg. 1984.
- (j) Investigation Of Odor Generation Processes At The Sludge Drying Beds. City Of Winnipeg. 1985.
- (k) Investigation Of Odor Generation Processes At The Sludge Drying Beds. City Of Winnipeg. 1986.
- (l) Construction Of Land Drainage Sewers, Subdrains, and Appurtenances, North End Water Pollution Control Centre Sludge Bed Modifications Construction Drawings (Tender No PD 90-23). City Of Winnipeg. 1990.

- (m) Construction Of Sludge Bed Paving, Access Road and Drainage Works – North End Water Pollution Control Centre – Sludge Bed Modifications Construction Drawings (Tender No PD 90-81). City Of Winnipeg. 1990.
- (n) North End Water Pollution Control Centre Sludge Bed Abandonment Construction Drawings (Tender No PD 92-185). City Of Winnipeg. 1992.
- (o) Dewatered Sludge Odour Investigation, Summary Of Investigative Activities July 1990 To September 1991. Wardrop Engineering. 1993.
- (p) Laboratory Test Report No. 50720 – Former Sludge Drying Beds. City Of Winnipeg. 2017.

D6. RELEVANT STANDARDS

D6.1 The following shall apply to the Services:

- (a) CSA-Z768-01 (R2022) Phase I Environmental Site Assessment
- (b) CSA-Z769-00 (R2023) Phase II Environmental Site Assessment
- (c) Guideline for Environmental Site Assessments in Manitoba. Manitoba Environment & Climate Department. 2023:
https://gov.mb.ca/sd/pubs/waste_management/contams/environmental_site_assessments_in_manitoba_e.pdf
- (d) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>
- (e) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (f) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D6.2 The Proponent shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Proponent shall liaise with the City Project Manager on the application of codes and standards.

D6.3 Notwithstanding the foregoing, the Proponent is being engaged by the City for its professional expertise; the Proponent shall bring to the Consulting Contract Administrator's attention any aspect of the City's standards, manuals, guidelines or templates which the Proponent is of the opinion is not consistent with good industry practice.

D7. SCOPE OF SERVICES

D7.1 The major components of the Work identified in this section shall form the minimum requirements and anticipated high level sequence of work. The Proponent is encouraged to review the major work components and provide additional information on how the work components could be altered, updated, or sequenced appropriately as part of their Proposal submission.

D7.2 Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to the information contained in this RFP.

D7.3 The Services required under this Contract shall consist the following:

- (a) Phase I: Complete an Environmental Site Assessment (ESA)/Existing Infrastructure Assessment (referred to below as 'Phase I Report') of the Sludge Drying Beds Site:
 - (i) The entirety of this phase will be paid out as a Fixed Price item in accordance with Section B9.

- (ii) The Proponent will request and review all pertinent background reports, operating data, and any other data the Consultant feels pertinent in the background evaluation.
- (iii) The Proponent will submit any specific questions on the Sludge Drying Beds history/use to the City Project Manger to forward on to appropriate staff during this phase.
- (iv) The majority of the work within this phase is tied to the submission of Phase I Report, which will include the following at minimum:
 - (i) The ESA aspects of this report can be aligned with the requirements of CSA-Z768-01 (R2022) for completion of a Phase I Environmental Site Assessment, but does not necessarily need to comply with all requirements.
 - ◆ The intention to align with CSA-Z768-01 (R2022) is to provide a template for the format for the report deliverables.
 - (ii) The ESA aspects of this Phase may also be aligned with the requirements of Manitoba Environment & Climate's Guideline for Environmental Site Assessments in Manitoba.
 - (iii) The following items identified within CSA-Z768-01 (R2022) are specifically clarified related to this work:
 - ◆ Interviews can occur via email inquiries, submitted to the City Project Manager as stated in D7.1(a)(iii) above. They are not required to be in-person interviews.
 - ◆ Interviews with staff can occur to confirm the status of specific infrastructure believed to be decommissioning or still in operation. Interviews with staff can also gather necessary background on the current operational issues/concerns in the use of existing infrastructure.
 - ◆ The Proponent should consider the site visit requirements for the purposes of reviewing the entire site visually and taking a suitable number of photographs to demonstrate the current condition of the lands. This will be as part of completing the Site Visit component of the Phase I Report.
 - ◆ As part of the Records Review component of the study, detailed review of existing municipal servicing drawings should be completed. This exercise should result in a detailed Infrastructure Inventory of all existing infrastructure believed to be currently in operation.
 - ◆ The Records Review should particularly focus on confirming the extent of decommissioning works completed through the 1990s as part of decommissioning the drying cells, and construction of the asphalt drying pad.
 - (iv) The following requirements will augment the typical requirements of a Phase I ESA in accordance with CSA-Z768-01 (R2022), in order to document the Existing Infrastructure:
 - ◆ Cursory statements as to the expected condition of the existing infrastructure is also be contained in the report. Expected condition is to be assessed based on the records review, interviews with staff, and basic information gathered from the site visit.
 - ◆ All infrastructure no longer in operation, but unknown if fully decommissioned to be documented in this report within the Infrastructure Inventory.
 - ◆ All infrastructure no longer in operation, but known to be decommissioned based on past project work to be documented in this report within the Infrastructure Inventory.
 - ◆ All infrastructure supporting the current site operation, including the decant pump station and the 5.5 km forcemain extents (3.2km length prior to tying into the local WWS system, and the remaining 2.3km segment disconnected but not removed) is to be included within the Infrastructure Inventory under consideration.

(b) Phase II: Complete Sampling/Infrastructure Assessment Plan

- (i) The entirety of this phase will be paid out as a Fixed Price item in accordance with Section B9.
- (ii) This plan is expected to be drafted as a brief work proposal detailing the extent of sampling and sampling finding reporting, along with condition assessments or other site inspections believed to be beneficial is to be submitted to the City Project Manager for approval to use the Additional Work Allowance to fund.
- (iii) This work can occur concurrently with the development of the Phase I report. It is assumed it will not begin until a suitable point within the Phase I report development, however it is not required for the Phase I report to be finalized before this work can be initiated.
 - (i) It should not be initiated until the Consultant has a fundamental understanding the site, its infrastructure components, land use history, and risks from the desktop assessments associated with the Phase report submission.
 - (ii) It is recommended the Proponent notify the City Project Manager when they intend to begin work in this Phase within the Proposal, should it be desired to occur concurrently with the Phase I report submission.
- (iv) The Sampling Plan component of this proposal can be drafted in accordance with CSA-Z769-00 (R2023) acting as a template. This will establish all intrusive investigations proposed to determine soil and ground water conditions with the objective of determining the extent of impacts, in any, to allow for the preparation of remediation options in accordance with Phase IV of the Work.
- (v) The extent of samples completed, along with the overall number of samples proposed to be collected and tested, is to be based on the specific environmental risks identified in the ESA, along with the budget available with the Additional Work Allowance.
- (vi) Sampling shall be completed against appropriate environmental quality guidelines or regulatory requirements, as applicable and in the professional judgement of the Proponent.
 - (i) For example, soil samples are to be compared against the CCME Soil quality Guidelines For the protection of Environmental and Human Health.
 - (ii) Specific environmental quality guidelines/requirements assumed to be applied samples collected shall be documented within the Sample Plan of this proposal.
- (vii) The Infrastructure Assessment component should present a sequence of tasks to review/confirm the condition of existing infrastructure identified in the infrastructure inventory.
- (viii) The Infrastructure Assessment component should also present any tasks required to confirm existence or existing infrastructure, or status of decommissioning of existing infrastructure as required.
- (ix) The scope of condition assessment tasks is to be determined by the Consultant based on the risks/condition of specific infrastructure, the extent of existing infrastructure to be assessed, along with the budget available within the Additional Work Allowance.
- (x) The Sampling/Infrastructure Assessment Plan shall include an updated Safe Work Plan the Consultant specific for the site sample and infrastructure assessment work.
- (xi) The estimated costs for the tasks expected in the Sampling/Condition Assessment Plan is to be submitted within the plan, utilizing Form P: Person Hours utilizing Key Personnel hourly estimates, along with Subconsultant prices.

(c) Phase III: Complete soil testing, groundwater monitoring, or laboratory testing of samples collected to confirm specific sources of contamination, if required. Site investigations to further assess the condition of existing infrastructure on site, or to assess the status infrastructure believed to be decommissioned, are also to be completed in this phase.

- (i) The entirety of this phase will be approved utilizing funds from the Additional Work Allowance.
- (ii) The Sampling/Infrastructure Assessment Plan is expected to be complete before this Phase can begin, as this deliverable will form the proposal for approval to utilize the

Additional Work Allowance. Under extenuating circumstances such as seasonal impacts on site investigation activities, portions of this phase may be initiated or completed prior to the completion of the Sampling/Infrastructure Plan.

- (iii) The initiation of this work however can occur concurrently with the remaining tasks related to the development of the Phase I report, under the condition where the Sampling/Infrastructure Assessment Plan is approved prior to the completion of the Phase I report.
- (iv) It is recommended the Proponent notify the City Project Manager when they intend to begin this phase within the Proposal, should it be desired to occur concurrently with the Phase I report submission.
- (v) The conclusion of this phase will be the submission of a Technical Memorandum which will include the following at minimum:
 - (i) Summarize/update the extent of site sampling and testing completed, in comparison to the extent of work identified in the Sampling/Infrastructure Assessment Plan.
 - (ii) Summarize/update the extent of infrastructure assessments completed, in comparison to the extent of work identified in the Sampling/Infrastructure Assessment Plan.
 - (iii) Identify the results from the site sampling and/or testing, along with results from any on site inspections or condition assessments.
 - (iv) Provide an assessment of findings from these results, in terms of environmental risk previously assumed, infrastructure risks previously assumed, etc.
 - (v) Include the Sampling/Infrastructure Assessment Plan as an appendix to this Technical Memorandum.
- (d) Phase IV: Complete a Decommissioning And Land Use Plan
 - (i) The entirety of this phase will be paid out as a Fixed Price item in accordance with Section B9.
 - (ii) The goal of this phase of work will be to complete all remaining engagement with the City Project Team, and correlate the data captured in the Phase I Report and site testing Technical Memorandum in order to develop the final Decommissioning And Land Use Plan document.
 - (iii) A dedicated meeting with the Proponent's Project Team and the City Working Group members in attendance will be coordinated following the submission of the first draft of this deliverable.
 - (iv) An interim submission of the proposed alternative land use concepts is to be submitted to the City Working Group prior to the Decommissioning and Land Use Plan first draft.
 - (i) This interim submission will then be reviewed and discussed with appropriate external stakeholders as required.
 - (ii) Modifications to the land use concepts may also be proposed by City staff to incorporate in the final report.
 - (iii) The content of this interim submission can be directly incorporated into the content of Decommissioning and Land Use Plan document.
 - (v) The Decommissioning and Land Use Plan document will include the following at minimum:
 - (i) Identify all additional site testing, infrastructure inspection, etc. believed to be necessary in the future to verify the environmental risks, asset condition risks, etc.
 - (ii) Document all remediation options to address the assumed environmental risks identified from the ESA and Site Sampling work.
 - (iii) Include recommendations of remediation options based on the professional judgement of the Proponent, risk management approach, cost-benefit analysis, or any other feedback from City staff. Specifically identify remediation measures, if any, to improve the surface runoff water quality such that it can be classified as stormwater runoff in the future.

- (iv) Document additional remediation measures required to accommodate specific land uses, as required.
- (v) In specific remediation strategies are not feasible, then this should be stated.
- (vi) If the runoff can be classified as stormwater and no longer needs to be conveyed to the NEWPCC, a recommended land drainage servicing plan to tie into the local stormwater collection system shall be included in the document.
- (vii) Remediation options should address primarily on-site remediation requirements, with the exception of any environment remediation measures required for the existing forcemain network servicing the sludge drying beds.
- (viii) Develop conceptual engineering assessments of work(s) necessary for decommissioning/abandoning existing infrastructure to support alternative land uses and/or existing land use.
 - ◆ All infrastructure supporting the current site operation, including the decant pump station and the 5.5 km forcemain extents (3.2km length prior to tying into the local WWS system, and the remaining 2.3km segment disconnected but not removed) is to be included within the decommissioning works under consideration.
- (ix) Specifically develop decommissioning plans under the assumption that all necessary remediation measures are completed such that the surface water quality can be classified as stormwater.
- (x) Develop conceptual engineering assessments of new municipal infrastructure required to support alternative land uses and/or existing land use.
- (xi) Consider new municipal infrastructure needs with respect to the potential expansion of the North Perimeter Highway, and based on the latest information available related to this expansion. See D4.6.
- (xii) Conduct any additional internal engagement with stakeholders within the City of Winnipeg Real Estate and Land Development Division, the Wastewater Division, and/or Winnipeg Police Service as part of the development of the alternative land use options.
 - ◆ Include an allowance for one (1) meeting at minimum with internal stakeholders to raise alternative land use options and reach consensus on alternative land use options to be considered. See D9.5.
- (xiii) Complete alternative land use assessments based on city needs for the space, and plausible alternative land uses for the site in the future.
- (xiv) Provide an assessment of additional remediation/decommissioning requirements to align with the current land use.
- (xv) Develop a AACE Class 5 Capital Cost estimates for remaining site testing recommended in accordance with D7.1(d)(iv)(i), along with the recommended site remediation, decommissioning, and new infrastructure installation works.
 - ◆ Where new infrastructure costs, remediation option costs, or decommissioning option costs vary significantly depending on alternative land uses identified above, include capital cost scenarios based on each land use/decommissioning option. Capital cost scenarios to remain at a Class 5 level of definition.
 - ◆ Clearly identify all new infrastructure costs, remediation costs, or decommissioning costs which will be required regardless of land use option, at a Class 5 level of definition.
 - ◆ Utilize the Basis Of Estimate (BOE), Class Of Estimate (COE) as part of submission of this Capital Cost Estimate. See D10.7
- (xvi) Compare alternative land use options, decommissioning approaches, etc and summarize pros and cons of each.
 - ◆ Utilize the Net Present Value (NPV) City of Winnipeg investment planning templates to illustrate the comparison of alternative land use options,

specifically in terms of costs and benefit impacts to the City of Winnipeg.
See D10.7

(xvii) Include deliverables associated with D7.1(a) and D7.1(c) as appendices to the document. The Decommissioning And Alternative Land Uses Report is intended to be the final summary deliverable prepared by the Proponent.

D7.3.1 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the City's Project Manager's attention any aspect of the City's standards, manuals, guidelines or templates which the Consultant is of the opinion is not consistent with good industry practice.

D7.4 The funds available for this Contract are \$375,000.00.

(a) Within this funds total:

(i) \$50,000 is allocated towards the Additional Work Allowance

D8. PROJECT MANAGEMENT

D8.1 The Services required under D7 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Proponent is being engaged by the City for their professional expertise; the Proponent shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Proponent is of the opinion is not consistent with good industry practice.

D8.2 All Project Management work is to be appropriately included in the Proponent's Fixed Price costs for each phase of work. It will not be listed as a separate Fixed Price cost.

(a) Project Management work must be appropriately included in the proposed costs submitted with the Sampling/Infrastructure Assessment Plan, and authorized under the Additional Work Allowance.

D8.3 The Project Management work shall include all Project Management activities required to carry out each of the phases of the Scope of Services. Work under this task includes but is not limited to the following:

(a) directing and coordinating efforts of the Proponent team to achieve the specific Project goals and objectives and to meet all City requirements;

(b) providing advice, environmental assessment services, engineering services, consultation and oversight with respect to the Scope of Services;

(c) liaising with the City Project Manager on a bi-weekly basis (at a minimum) to review Project status, and documenting the meeting discussions via internal meeting minutes;

(d) liaising with the City Working Group on a monthly basis to review Project status and review the monthly progress report, and documenting the meeting discussions via internal meeting minutes;

(e) the Proponent will be required to provide monthly Progress Reporting in order to track and measure schedule and cost performance for the Scope of Services. See D8.7.

(f) the Proponent will be required to maintain all Project Management tracking documentation. See D8.6.

D8.4 The Proponent shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the City Project Manager within five (5) Business Days.

D8.5 Proponents shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.

(a) Experience and qualifications as specified in B12 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.

D8.6 Documentation

D8.6.1 The following documents shall be maintained/updated by the Proponent, as required, over the course of the project to support Project Management Activities:

- (a) Lessons Learned Log
- (b) Project Risk Matrix
- (c) Stakeholder Communications Plan

D8.6.2 Initial versions of each of these deliverables will have been developed by the City Project Manager and provided to the awarded Proponent.

D8.7 Monthly Progress Reports

D8.7.1 Templates within the Project Management Manual are available to standardize the Monthly Progress Report process, as required.

D8.7.2 Submit within two (2) weeks of award the proposed progress reporting format to act as a template for future reports, for City review and acceptance.

D8.7.3 Reporting will be completed in a format consistent with the Consultant's Work Breakdown Structure (WBS) and be reconcilable with the accounting and invoicing system.

D8.7.4 Progress reports will include the following minimum requirements:

- (a) Progress reporting to be submitted to the City on a monthly basis, a minimum of two (2) Business Days prior to the Monthly Progress Meetings. Progress reports will be coordinated so as to be incorporated as part of the monthly progress meetings;
- (b) problems/issues identified during that progress report, or resolutions to issues identified;
- (c) work planned for next month;
- (d) progress compared to schedule by task/activity;
- (e) work completed during the month being reported;
- (f) summary table of each subtask listed under the Fixed Price breakdown, along with items previously submitted and approved under the project Allowances in order to track funds requested for payment during this monthly report, and funds previously paid to date;
- (g) estimated percentage complete by task/activity in accordance with the baseline schedule and the budget tracking table.
- (h) progress reports submission will be coordinated so review of the documents can be incorporated as part of the monthly progress meetings.

D9. PROJECT MEETINGS

D9.1 All project meetings to be completed remotely, unless identified by the City Project Manager or Proponent to be completed on site or at specific offices.

D9.1.1 Proponent is to include a disbursement placeholder for three meetings to be completed on site or at specific offices.

D9.1.2 Should no meetings take place on site or at specific offices, these disbursements will not be paid out.

D9.2 An agenda shall be sent to the City Project Manager at least two (2) Business Days prior to any meeting.

D9.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the City Project Manager within five (5) Business Days.

- D9.4 Bi-weekly and monthly progress meetings are to be completed over the duration of the project, as stated in D8.3.
- (a) The Proponent's Project Manager and/or select Key Personnel responsible for the majority of the project work shall attend the bi-weekly progress meetings at minimum.
 - (b) The Proponent's Key Personnel shall attend the monthly progress meetings at minimum.
 - (c) The focus of bi-weekly and monthly progress meetings will be to discuss work progress and project management tasks.
 - (i) However, should it be required portions of these meetings can be made available for discussion of specific deliverable's content at the discretion of the City Project Manager or the Proponent's Key Personnel.
- D9.5 Additional mandatory meetings listed below to be attended by the Proponent's Key Personnel at minimum.
- (a) Project Initiation Meeting
 - (i) This meeting will at minimum discuss:
 - ◆ Sequence of tasks expected by the Proponent to complete the project.
 - ◆ City's goals for project. Ensure the City's goals as part of this meeting are clearly documented in the meeting minutes.
 - ◆ Milestone dates
 - ◆ Key personnel on the project and their role
 - ◆ Project communications
 - ◆ Procedures for modifications to project scope, key personnel, and scheduled dates.
 - (ii) All Proponent Key Personnel required at this meeting;
 - (b) Land Use Alternatives Review Meeting
 - (i) This meeting will be conducted after the Proponent has identified a preliminary list of land use options, but prior to these land use options being studied as to site remediation or infrastructure needs.
 - (ii) It is expected a summary of the land use options and its consideration for selection be submitted to the Project Working Group prior to this meeting.
 - (iii) Both the City working group, and applicable internal stakeholders within the City of Winnipeg will be included in this meeting.
 - (iv) This meeting will at minimum:
 - ◆ Allow the Proponent to summarize land use options considered and the rationale behind their selection.
 - ◆ Allow for City working group and/or internal stakeholder's feedback on the land use options.
 - ◆ Finalize the land use options to be considered in the draft Decommissioning and Land Use Plan, and initiate the necessary study of the land use options following this meeting.
 - (c) Decommissioning And Land Use Plan Assessment Meeting
 - (i) This meeting will be conducted after the first draft Decommissioning And Land Use Plan has been submitted for the City's review for a period of five (5) Business Days.
 - (ii) This meeting will at minimum:
 - ◆ Allow the Proponent to summarize the findings in the report, either verbally or visually using presentation slides or other resources, at the discretion of the Proponent.
 - ◆ Allow for City working group's feedback, and discussion to incorporate into subsequent draft revisions of this document.
 - (iii) All Proponent Key Personnel are required at this meeting.

D9.6 The Proponent is to determine if additional meetings beyond the mandatory meetings listed above are required, and include these meetings in their Proposal.

D10. GENERAL REQUIREMENTS FOR PROJECT DELIVERABLES

D10.1 All Deliverables shall have incorporated the Proponent's internal quality procedures before being submitted to the City.

D10.2 Submit native file format(s) of all documents submitted for review in draft stage.

(a) Should the presentation of a draft version of deliverables benefit from the submission in PDF format, submit both a searchable PDF copy and native file format of these intermediate drafts for review.

D10.3 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 Proponent's response, and City's acceptance/rejection of Proponent's response.

(b) 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.

D10.4 Deliverable Final Version Submission Requirements

(a) The City Project Manager must give final approval that all comments have been satisfactorily answered prior to the Proponent issuing the final PDF version.

(b) Submit a searchable PDF copy and native file format document of all final documents.

(c) Two (2) paper copies, with one (1) unbound and one (1) bound shall be submitted for the final Decommissioning And Land Use Plan

D10.5 Deliverable Draft Review

(a) Ensure the project schedule, the Fixed Price submitted in Form B, and hourly cost breakdown for tasks submitted in Form P account for the following draft review procedure, at minimum:

(i) 1st Draft submission of Deliverables, followed by fifteen (15) Business Days for City Working Group review and comment.

(ii) 2nd Draft updates and re-submission of Deliverables, followed by seven (7) Business Days for City Project Manager review, with additional City Working Group review as required.

(iii) 3rd Draft updates and re-submission of Deliverables, followed by five (5) Business Days for City Project Manager review, with additional City Working Group review as required.

(iv) Subsequent draft submissions of deliverables, following by City Project Manager review, may be required depending on extent of comments not appropriately addressed by the Proponent in the previous three drafts.

(b) The City review of all deliverables subsequent to the 1st Draft should as much as possible be limited to confirming original comments and report content edits have been addressed, along with providing feedback on any entirely new content added to the deliverable in subsequent drafts.

D10.6 The City of Winnipeg will require the Proponent to provide, within sixty (60) Calendar days following the provision of the final Decommissioning And Alternative Land Use Plan, electronic copies of all background notes, calculations, working notes, research, field logs, working copy spreadsheets, model inputs, survey notes, etc. pertinent to the Work. The intent is to provide all background documentation used for the report development, so that the City has a complete understanding of all details related to this Project.

(a) The format for the provided materials may take multiple formats, but should be provided in electronic format (spreadsheets, CAD drawings, scans, etc.) in an organized electronic filing system.

- (b) Our rationale for requiring this information is that we (The City, or Proponents working for the City) on subsequent work related to this project may need to refer to specific details in the future.

D10.7 INVESTMENT PLANNING TEMPLATES

- D10.7.1 Templates used by the City Of Winnipeg as part of the Investment Planning process shall be utilized as much as possible during this project:

<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

- D10.7.2 At minimum, the following Investment Planning Templates shall be utilized by the Consultant:

- (a) The latest version of the Net Present Value (NPV) And Benefit Calculation tool shall be used by the Proponent as part of the alternative analysis of any decommissioning, site remediation, or new infrastructure installation options within the Decommissioning And Alternative Land Use deliverable.
- (i) Assumptions made by the Consultant as part of the utilization of the NPV and Benefit Calculation tool shall be documented within the Decommissioning And Alternative Land Use deliverable.
- (b) The latest version of the Basis Of Estimate (BoE) template shall be used by the Proponent as part of the AACE Class 4 Capital Cost Estimate for proposed remediation, decommissioning and new infrastructure installation measures within the Decommissioning And Alternative Land Use deliverable.
- (c) The latest version of the Class of Estimate template shall be used by the Proponent as part of the AACE Class 4 Capital Cost Estimate for proposed remediation, decommissioning and new infrastructure installation measures within the Decommissioning And Alternative Land Use deliverable.

D10.8 INVOICING

- D10.8.1 Fixed Fee scope of work items as described in B9.1, including Project Management, shall be invoiced on a monthly basis based on estimated progress, subject to review and approval of the Consulting Contract Administrator.

- (a) Full payout of specific Fixed Fee scope of work items will not occur until the Consulting Contract Administrator has accepted and received all deliverables for that scope.

- D10.8.2 Additional Work Allowance scope items approved to be completed on a fixed fee basis utilizing work hourly work estimates associated with Form P

- (a) The Proponent shall submit monthly invoices based on estimated progress for that scope of work item for review and approval by the Consulting Contract Administrator.

- (b) Full payout of specific scope items within the Additional Work Allowance will not occur until the Consulting Contract Administrator has accepted and received all deliverables associated with that scope.

D10.9 ALLOWANCE GENERAL REQUIREMENTS

- D10.9.1 Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator.

- D10.9.2 The Additional Work Allowance is to be used as part of the work funding approval under Phase III of this project. The Additional Work Allowance may also be used for additional engineering, testing, public engagement, design services, etc. outside of the scope of work defined in this RFP that arise due to unforeseen conditions.

- D10.9.3 The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel proposed for this project by role, including those expected for the site sampling and infrastructure condition assessment tasks. These rates will be used for the Additional Work Allowance approval.

- D10.9.4 A proposed Fixed Fee to apply against the Additional Work Allowance will be submitted by the Proponent utilizing Form P: Person Hours. This Fixed Fee will then be reviewed and approved by the City Project Manager to begin being expended in accordance with the proposed Fixed Fee.
- D10.9.5 No work to be funded under this allowance shall start prior to the proposed Fixed Fee being approval by the Consulting Contract Administrator.
- D10.9.6 If a member of the Proponent's Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Proponent shall follow the requirements as stated in D8.5.
- D10.9.7 The Proponent shall apply a maximum of ten (10) percent markup on all work performed by a Sub Consultant.
- D10.9.8 Where the actual cost of performing the services under the Additional Work Allowance is less than the amount of the Additional Work Allowance, the City will be credited for the unexpended portion of the Additional Work Allowance, but not for the Consultant's overhead and profit on such amount.
- D10.9.9 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.

D10.10 ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D10.11 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.
- D10.11.1 The Proponent 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.
- D10.11.2 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.

D11. UNFAIR LABOUR PRACTICES

- D11.1 Further to C3.2, the Proponent declares that in bidding for the Work and in entering into this Contract, the Proponent 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.
- D11.2 The City of Winnipeg is committed and requires its Proponents 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.

- D11.3 Upon request from the Consulting Contract Administrator, the Proponent 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.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.
- D11.5 In the event that the City, in its sole discretion, determines the Proponent to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Proponent 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.
- D11.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Proponent’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.
- D11.5.2 The Proponent shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Proponent.
- (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 Proponent 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

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Proponent shall be solely responsible for safety when attending to the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Proponent 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.
- D13.3 The Safe Work Plan submitted in association with D13.1 will be specific to all site inspections and existing infrastructure identification associated with Phase I of the Work, or as required in Phase II or Phase IV of the Work.

- D13.4 A Safe Work Plan specific to all site environmental testing and infrastructure condition assessment work will be submitted with the Sampling/Condition Assessment Plan associated with Phase III of the Work.
- D13.5 The Safe Work Plan must specifically consider the access limitations of the terrain surrounding the sludge drying beds site. Several points in the site can only be accessed by former dyke/berms on the site, with a risk of vehicles being stuck under wet soil conditions, and risk of vehicle rollover or damage due to uneven terrain. Safe vehicle operation to be utilized by the Proponent for the duration of the work must be explicated stated in the Safe Work Plan.
- D13.6 Each Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D13.7 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Proponent's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work, and;
 - (d) fire hazards in or about the Work are eliminated.

D14. INSURANCE

- D14.1 The Proponent shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Proponent 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 \$2,000,000 general aggregate;
 - (ii) all sums which the Proponent 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, Proponent'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 Proponent directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.

- D14.2.1 The Proponent'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.
- D14.3 The policies required in D14.2(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.
- D14.4 The Proponent shall require any Proponents 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 D14.2(a) and D14.2(b).
- D14.5 The Proponent 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 D14.2(a) and D14.2(c).
- D14.6 The Proponent 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 D14.9.
- D14.7 The Proponent 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.
- D14.8 All insurance, which the Proponent 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.
- D14.9 The Proponent 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

D15. COMMENCEMENT

- D15.1 The Proponent shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D15.2 The Proponent 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 D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (b) the Proponent 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 D19.1
- D15.3 The City intends to award this Contract by the second quarter of 2025 or earlier.

D16. CRITICAL STAGES

- D16.1 The Proponent shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of Environmental Site Assessment/Infrastructure Inventory Report
 - (i) On or before June 1, 2025.
 - (b) Submission of Sampling/Infrastructure Assessment plan for approval against the Additional Work Allowance

- (i) On or before June 30, 2025
 - (c) Submission of site work results in a technical memorandum
 - (i) On or before September 30, 2025.
 - (d) Submission of final Decommissioning and Land Use Plan to the City of Winnipeg
 - (i) On or before December 31, 2025.
- D16.2 The Proponent may suggest alternative critical stages within the Proposal, but must also provide reasoning for this based on their understanding of the Scope of Services. The City may accept deviations from these critical stages if sufficient reasoning is provided.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Proponent with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D17.2 If the Proponent is delayed in the performance of the Services by reason of the Supply Chain Disruption, 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.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Proponent shall declare whether a Supply Chain Disruption will affect the start date. The Proponent shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Proponent 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D17.6** Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C11, the Proponent 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
- D18.2 Invoices must clearly indicate, as a minimum:
(a) the City's purchase order number;
(b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Proponent's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

D19.1 Further to C11.14, the City shall make payments to the Proponent by direct deposit to the Proponent's banking institution, and by no other means. Payments will not be made until the Proponent 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

D20. DISPUTE RESOLUTION

- D20.1 If the Proponent disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Proponent 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 D20.
- D20.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D20.3 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 Proponent 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 Proponent may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D20.4 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 Proponent 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 Proponent's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Proponent's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Proponent'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 Proponent representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D20.4.1 Names and positions of Proponent representatives equivalent to the above City position levels shall be determined by the Proponent and communicated to the City at the pre-commencement or kick off meeting.

- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 Both the City and the Proponent 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.
- D20.4.4 If the Dispute is not resolved to the City and Proponent's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D20.4.3, 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

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 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.
- D21.2 Further to D21.1, in the event that the obligations in D21 apply, actual costs legitimately incurred by the Proponent as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Proponent 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.
- D21.3 For the purposes of D21:
- (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.
- D21.4 Modified Insurance Requirements
- D21.4.1 If not already required under the insurance requirements identified in D14, the Proponent 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.
- D21.4.2 The Proponent 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.
- D21.4.3 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.
- D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D21.5 Indemnification By Proponent
- D21.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Proponent 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 Proponent or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Proponent, 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.

D21.5.2 The Proponent 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;

in relation to this Contract or the Work.

D21.6 Records Retention and Audits

D21.6.1 The Proponent 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.

D21.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Proponent 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 D21.6.1 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.

D21.7 Other Obligations

D21.7.1 The Proponent 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.

D21.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Proponent, the Proponent 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.

D21.7.3 The Proponent 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.

D21.7.4 The Proponent 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.

- D21.7.5 The Proponent 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.
- D21.7.6 The Proponent 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 Proponent or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Proponent or a Subconsultant concerning the Work.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 The City will conduct a Level One Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract on the asphalt pad utilized as the Winnipeg Police Service driver training area within the former sludge drying beds site.
 - (c) any individual registered for the Site Investigation under this RFP.
- E1.2 Each individual listed in E1.1 shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street;
- (a) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated. **(only page 1 of P-608 required for Level One Security Clearance)**
- E1.3 Any company for whom a satisfactory Level One Security Clearance is not obtained for any individual proposed to do the Work, all owner(s), member(s) of the Board of Directors, and persons with controlling interest in the company will not be allowed to attend the Site Investigation and will not be qualified for award of Contract.
- E1.4 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance.
- (a) Each individual attending the Site Investigation for Winnipeg Police Service Buildings or Stations shall provide photo identification upon entry, in order that their Level One security clearance can be verified.
- E1.5 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.

APPENDIX A – NON-DISCLOSURE AGREEMENT

APPENDIX B – ENVIRONMENTAL PROCUREMENT QUESTIONNAIRE

APPENDIX C – FORM P-608: SECURITY CLEARANCE CHECK