



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 484-2023**

**PROFESSIONAL CONSULTING SERVICES FOR THE ST. NORBERT SEPARATED  
SEWER DISTRICT PRELIMINARY DESIGN**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE ST. NORBERT SEPARATED SEWER DISTRICT PRELIMINARY DESIGN

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 21, 2024.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing 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 St. Norbert Lift Station at 25 De La Digue Avenue on:

- (a) August 6; 2024 at 10:00 am or,
- (b) August 8; 2024 at 11:00 am.

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

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

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

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

### **B4. ENQUIRIES**

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

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

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

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

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

- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://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.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;

- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13; and
- (e) Form P: Person Hours in accordance with B9.2 and B9.3.1.

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 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; and
- (b) The Proposal shall not exceed one hundred (100) pages including appendices.

B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

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

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

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

## **B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D7 Scope of Services.

- (a) Project Management in accordance with D8;
- (b) Hydraulic Model in accordance with D9;
- (c) Options Analysis in accordance with D11;
- (d) Preliminary Design Report in accordance with D12;
- (e) Heritage Resources in accordance with D12.3; and
- (f) Optional Design: Local Infrastructure Upgrades Preliminary Design in accordance with D13.

B9.2 The Proposal should include Form P: Person Hours showing the hourly breakdown and assigned Key Personnel for each Fixed Fee item of work identified in B9.1.

- (a) The Proponent's Form P: Person Hours sub task totals shall match the Fixed Fee items for work identified in B9.1.

B9.3 The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where required for the work identified in D10 Geotechnical Investigations and D14 Additional Work Allowance.

B9.3.1 The Proponent shall include in their Proposal:

- (a) Geotechnical Work Allowance of \$80,000 on Form B: Fees and Form P: Person Hours; and
- (b) Additional Work Allowance of \$120,000 on Form B: Fees and Form P: Person Hours.

B9.3.2 The Geotechnical Work Allowance and Additional Work Allowance shall only be used with written permission of the Consulting Contract Administrator.

B9.3.3 The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising throughout the project.

- (a) The Additional Work Allowance is to be used for Underground Structures.
  - (i) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Consulting Contract Administrator.

B9.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

- B9.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.8.1 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 D26. Any such costs shall be determined in accordance with D26.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing 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.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the Proponent;
  - (c) project's original contracted consulting cost and final consulting cost:
    - (i) Where the original contracted cost and final cost differ, the Proponent should submit an explanation.
  - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately):
    - (i) Where the original project schedule and actual schedule differ, the Proponent should submit an explanation.
  - (e) project owner;
  - (f) reference information (one current name, with email address and telephone number(s) per project):
    - (i) References should have worked directly on the projects described, such as project manager or owner's representative;
    - (ii) References may be used to confirm the information provided in the Proposal; and
    - (iii) Other sources not named in the references may be contacted to verify information provided
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B11.1 Describe your approach to overall team formation and coordination of team members.



- B11.1.1 Include an organizational chart for the Project.
- (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart; and
  - (b) Roles of each of the Key Personnel in the Project should be identified in the organizational chart
- B11.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
  - (b) Hydraulic Modeling Lead;
  - (c) Geotechnical Lead; and
  - (d) Municipal Design Lead.
- B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualification for each role separately.
- B11.3 Include the following for each of the Key Personnel:
- (a) Proposed role and responsibilities;
  - (b) Educational background and diplomas/degrees;
  - (c) Professional recognition;
  - (d) Job title;
  - (e) Years of experience in current position;
  - (f) Years of experience in design and construction; and
  - (g) Years of experience with existing employer.
- B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (one current name with telephone number and email address per project).
    - (i) References should have worked directly on the projects described, such as the project manager or contract administrator; and
    - (ii) References may be used to confirm the information provided in the proposal.

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the work activities related to the Scope of Services;

- (c) the Deliverables associated with the Scope of Services;
- (d) the team's understanding of the urban design issues;
- (e) the proposed Project budget;
- (f) all significant assumptions and interpretations related to the Scope of Services;
- (g) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponent's suitability to the Project; and
- (h) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

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

B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.

### **B13. PROJECT SCHEDULE (SECTION F)**

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

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13.3 Provide narrative that will describe how slippage in the proposed schedule will be managed and how the schedule will be re-evaluated to determine the impacts to the critical paths.

B13.4 Further to B13.1, the Proponent's schedule should reflect:

- (a) the critical stages listed in D21;
- (b) the hours and resources indicated on Form P: Person Hours;
- (c) City review requirements;
- (d) Project meeting frequency; and
- (e) submission dates for required Deliverables.

### **B14. DISCLOSURE**

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

B14.2 The Persons are:

- (a) N/A

## **B15. CONFLICT OF INTEREST AND GOOD FAITH**

- B15.1** Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B15.3** In connection with their Proposal, each entity identified in B15.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B15.4** Without limiting B15.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B15.5** Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

## **B16. QUALIFICATION**

B16.1 The Proponent shall:

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

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D15).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

**B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B19. WITHDRAWAL OF OFFERS**

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

**B20. INTERVIEWS**

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

**B21. NEGOTIATIONS**

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

## **B22. EVALUATION OF PROPOSALS**

- B22.1** Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
  - (c) Fees; (Section B) 25%
  - (d) Experience of Proponent and Subconsultant; (Section C) 20%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
  - (f) Project Understanding and Methodology (Section E) 25%
  - (g) Project Schedule. (Section F) 5%
- B22.2** Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3** Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4** If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5** Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6** Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.4.
- B22.7** Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project;
  - (b) adherence to project budget; and
  - (c) adherence to project schedule.
- B22.7.1** Proposals that receive less than half of the available evaluation points for Experience of Proponent and Subconsultants (Section C) will be rejected in accordance with B22.2 and B22.3.
- B22.8** Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11, including but not limited to the following criteria:
- (a) appropriateness of related years of experience of the Key Personnel; and
  - (b) relevancy of experience of the Key Personnel.
- B22.8.1** Proposals that receive less than half of the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B22.2 and B22.3.
- B22.9** Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12, 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, including the deliverables and constraints; and
  - (c) demonstration of insight beyond the information presented in this RFP.
- B22.9.1 Proposals that receive less than half of the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.2 and B22.3.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule;
  - (b) acceptability of project schedule recovery narrative;
  - (c) logic and sequencing of the tasks; and
  - (d) appropriateness of the timelines provided.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at their discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

- B23.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 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 D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Ho Lau, C.E.T.

Telephone No. 204 986-5418

Email Address: [hlau@winnipeg.ca](mailto:hlau@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) **“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;
- (c) **“Class 5 Cost Estimate”** means an estimate with an expected accuracy range within - 50% to +100%. This estimate is typically associated with the conceptual design level of definition;
- (d) **“CAD”** means Computer Assisted Drafting;
- (e) **“DWF”** means dry weather flow;
- (f) **“External Stakeholders”** means entities that are outside of the City of Winnipeg, including but not limited to organizations, private business entities, private citizens, and/or the public at large which may be directly or indirectly impact by the findings of this project;
- (g) **“GIS”** means Geographical Information System;
- (h) **“HRIA”** means heritage resource impact assessments;
- (i) **“PDR”** means preliminary design report;
- (j) **“Professional Engineer”** means an engineer registered in the province of Manitoba;
- (k) **“PDF”** means Portable Document Format electronic file;
- (l) **“PDWF”** means peak dry weather flow;
- (m) **“SEWPCC”** means South End Sewage Treatment Plant;
- (n) **“Solution”** refers to the overall solution and its components proposed to meet specific Project design requirements, goals and objectives specified in the RFP;
- (o) **“SSD”** refers to Separated Sewer District
- (p) **“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;

- (q) “**TM**” means Technical Memorandum;
- (r) “**Working Group**” means the City of Winnipeg staff that are directly involved in deliverables review with the Proponent;
- (s) “**WWD**” means City of Winnipeg’s Water and Waste Department;
- (t) “**WWF**” means wet weather flow; and
- (u) “**WWS**” means wastewater sewer.

#### D4. BACKGROUND

- D4.1 The St. Norbert Separated Sewer District (SSD) comprises predominantly of residential homes, with high density multi-family buildings and commercial properties along the Pembina Highway corridor.

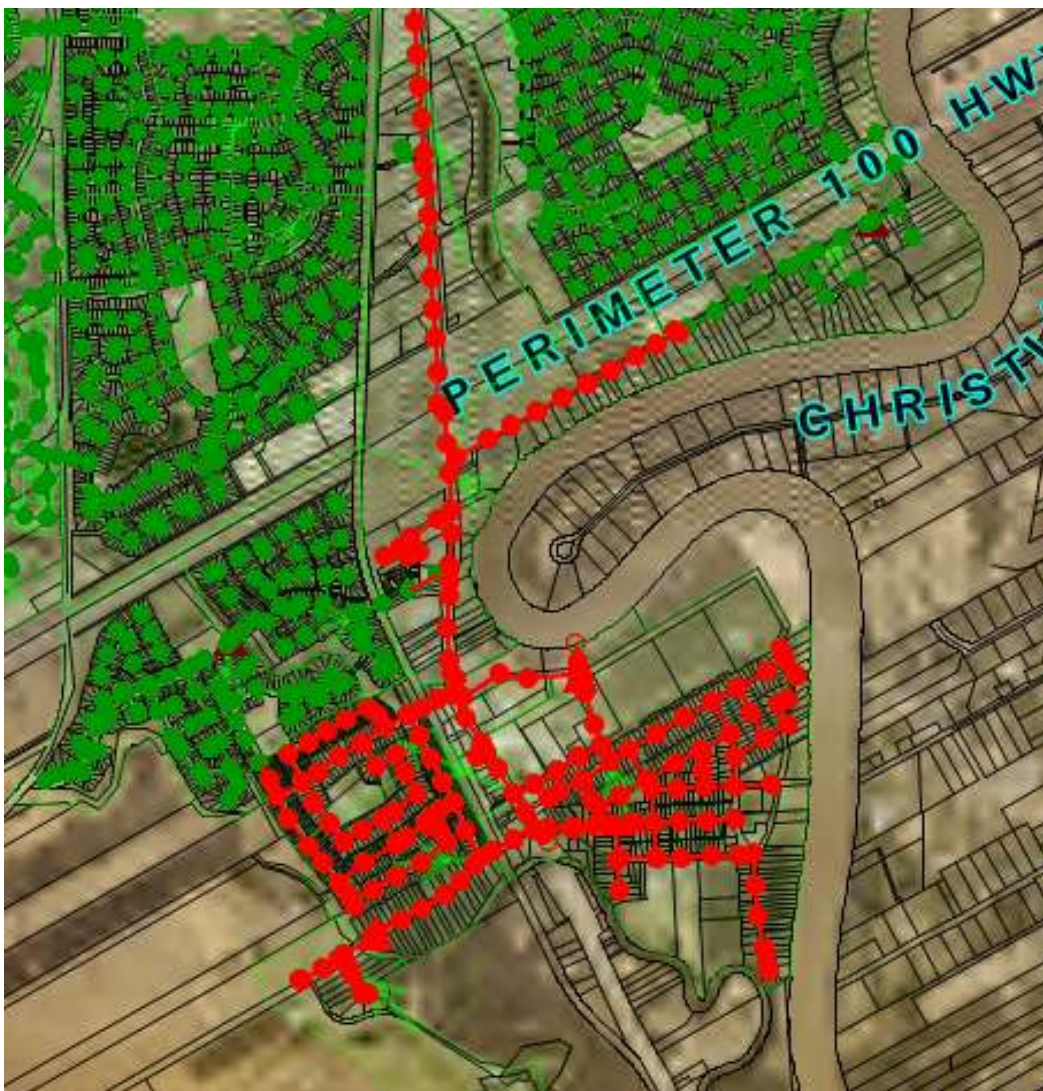


Figure 1: St. Norbert Separated Sewer District

- D4.2 St. Norbert Lift Station currently services a population of 3,000 people in the St. Norbert Separated Sewer District. This district has a catchment area of approximately 176 ha in south Winnipeg zoned for single family areas, multi-family residential areas and a small component of commercial areas.
- (a) This information should be evaluated, confirmed and/or further refined as part of the work identified in D9.2(a).

- D4.3 Under the Complete Communities Direction Strategy 2.0, there is greater emphasis on sustainability by utilizing existing infrastructure and transportation modes to promote infill growth. St. Norbert has seen an increase in development growth over the years with more potential in the foreseeable future.
- D4.4 The St. Norbert Lift Station services most of the St. Norbert SSD south of Ducharme Avenue with a force main connection just north of Ducharme Avenue on Pembina Highway. Additional wastewater flow from the Grandmont SSD discharges into the St. Norbert SSD at Grandmont Boulevard downstream of the force main.
- D4.5 The St. Norbert Lift Station consists of two pumps for wastewater conveyance and only operates in sequence during peak dry weather flow. The gate chamber north of the lift station has a flood pump that's activated during high river levels. If the two lift pumps working concurrently cannot handle the flows, the emergency overflow discharges to the outfall gate chamber.
- D4.6 The St. Norbert Lift Station has a history of power failures which can lead to overflows to the Red River depending on the outage duration. If river levels are high during a power failure, public health could be at risk due to basement flooding.
- D4.7 With the growth potential of St. Norbert, a complete station redesign and relocation may be necessary to accommodate future infill and greenfield developments. An assessment of the capacity to pass more flow forward and what downstream conveyance improvements is required. The assessment would require a review of the local sewer system to the Interceptor at the intersection of Killarney Avenue/Kirkbridge Drive and Pembina Highway.

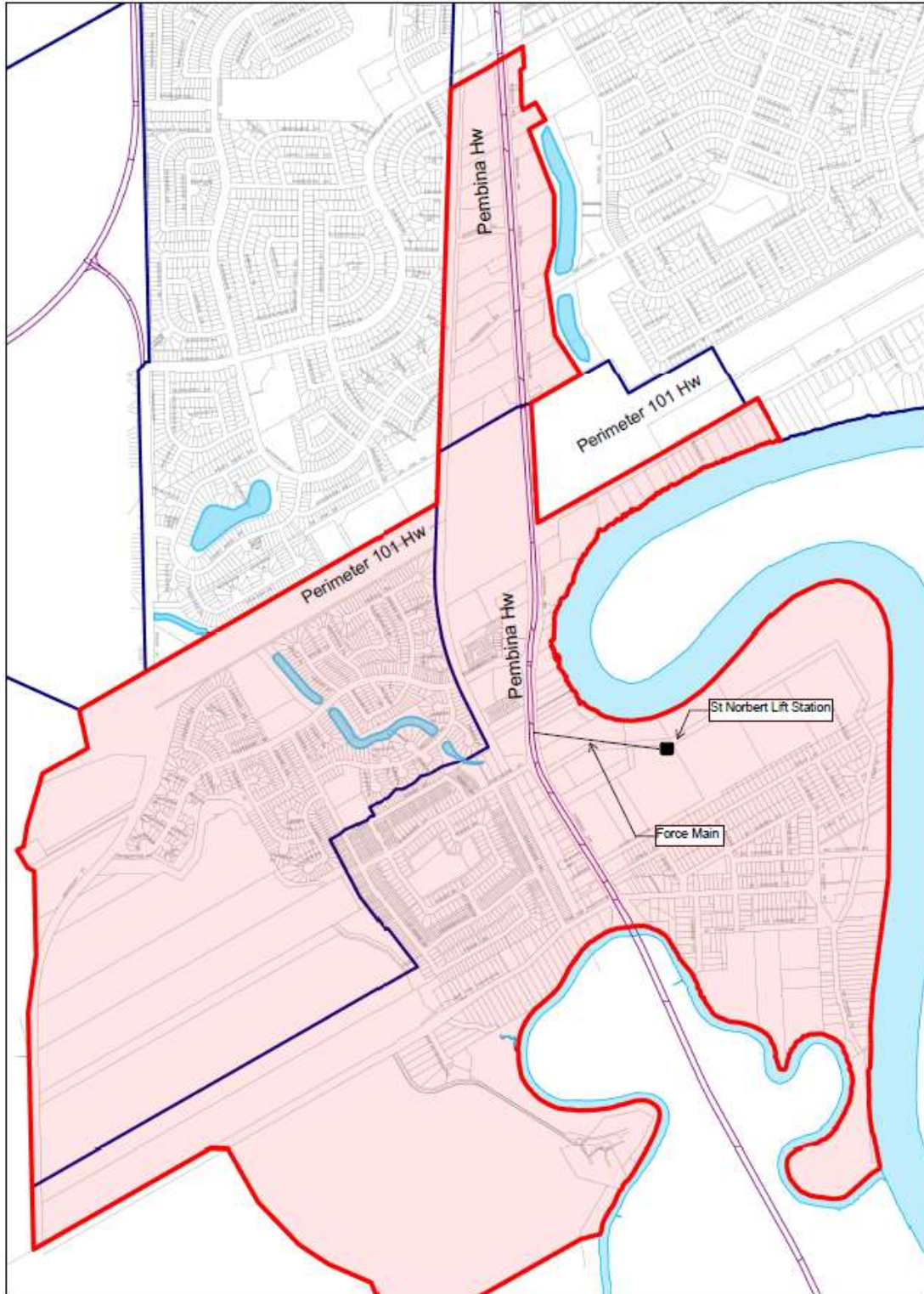


Figure 2: Catchment Area

D4.8 Based on the selected feasibility option, the City may negotiate adding a future second phase to perform the Detailed Design and Contract Administration services. This future work would entail an upgrade or replacement of the lift station along with the construction of a new force main.

## **D5. RELEVANT DOCUMENTS, DRAWINGS AND DATABASE**

- D5.1 Relevant documents, drawings and files/data are available by request to the Consulting Contract Administrator after completion of the Non-Disclosure Agreement in Appendix A.
- D5.2 The following information will be released at the sole discretion of the City upon completion of Appendix A per D5.1:
- (a) Wastewater Lift Station Condition Assessment Phase II: St. Norbert Lift Station Assessment, March 2020, MPE Engineering Ltd.
  - (b) Wastewater Lift Station Condition Assessment Phase II: Grandmont Lift Station Assessment, January 2021, MPE Engineering Ltd.
  - (c) Wastewater Lift Station Condition Assessment Phase II: Trappiste Lift Station Assessment, February 2023, MPE Engineering Ltd.
  - (d) Lift Station On/Off Continuous Flow spreadsheets for St. Norbert, Trappiste and Grandmont LS.
  - (e) Lift Station wastewater generation flow rate estimates spreadsheets for St. Norbert, Trappiste and Grandmont LS.
  - (f) St. Norbert Lift Station, outfall chamber upgrades and force main replacement drawings.
  - (g) A copy of the City of Winnipeg's InfoWorks Integrated Catchment Model (ICM) Hydraulic Model Database (City Master Database).
  - (h) City flow monitoring work for St. Norbert and Grandmont SSDs (flow monitoring campaign from March to June, 2024).
  - (i) Planning and Land Use Model (PLUM) for growth projections.
  - (j) St. Norbert Lift Station EMS Backup Power Report.

## **D6. GENERAL REQUIREMENTS**

- D6.1 General Requirements of the Consultant
- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
  - (b) Final design documents irrespective of the level of design shall bear an engineering's seal.
  - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
- D6.1.3 The Consultant shall, 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 Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D6.1.4 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Consulting Contract Administrator the agencies that are being contacted prior to doing so.

D6.1.5 The Consultant 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 B10 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.

D6.2 General Requirements for Project Deliverables

D6.2.1 The Consultant should provide a project SharePoint where all collected data and project deliverables are saved.

D6.2.2 Deliverables Submission Requirements

- (a) All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
  - (i) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
  - (ii) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- (b) All supporting documents to the deliverables shall be provided in the native file format (e.g. Microsoft Excel, CAD dwg files, GeoMedia files and etc.), with the exception of hard copies where they can be scanned and converted into an electronic format.
- (c) All draft report deliverables shall be provided in both Microsoft Word format and in searchable PDF format.
- (d) Comment tracking spreadsheets shall be created as part of draft document revisions and resubmissions process.
  - (i) 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.
- (e) Consulting Contract Administrator must give final approval that all comments have been satisfactorily answered prior to the Consultant printing paper copies.
- (f) All final report versions shall be provided in searchable PDF format.
- (g) Two (2) bound paper copies shall be submitted of all documents once finalized.

D6.2.3 Draft Deliverables Minimum Submission Requirements.

- (a) This sequence of deliverable submission is required at minimum over the course of the Project, unless specified otherwise by the Consulting Contract Administrator. The Consultant can determine if additional submission stages beyond those listed below are required. Proposed additional submission stages shall be included in the Proposal.
- (b) Specific requirements to each of the following sections are identified in D7 Scope of Services.
  - (i) 60% Draft Hydraulic Model and Data Gaps Analysis TM
    - ◆ The draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Hydraulic Modeling and Assessment review meeting to discuss the draft TM.
    - ◆ The draft TM shall document the model gap assessment and proposed model improvements for review and approval by the City.
    - ◆ The draft TM shall document the assumed approach to use to model future growth for Option Analysis purposes.
    - ◆ The draft TM shall include a summary table of all expected model update/calibration tasks, along with the expected approach to these tasks.

- ◆ Model gaps and improvements to be in accordance with the City of Winnipeg Hydraulic Modeling Guidelines Rev1.0, see Appendix F
- ◆ This task can start anytime.
- (ii) 95% Draft Hydraulic Modeling and Data Gaps Analysis TM
  - ◆ The draft TM shall be submitted to the Consulting Contract Administrator for review prior to finalizing the TM.
  - ◆ The draft TM shall address any comments from the 60% Hydraulic Modeling and Data Gaps Analysis TM review.
- (iii) 60% Hydraulic Model Updates Rationale TM
  - ◆ The draft TM and updated version of InfoWorks Hydraulic Model Database shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Hydraulic Model Rationale review meeting to discuss the draft TM.
  - ◆ The draft TM shall document the approach utilized to update the hydraulic model's gaps identified in the Hydraulic Model and Data Gaps Analysis TM. Any discrepancies between the expected approach documented in the Hydraulic Model and Data Gaps Analysis TM and actual work completed shall be documented in this TM.
  - ◆ In-situ flow monitoring data collected over the 2024 recreation season is to be utilized for this work. Provide detailed explanation on the calibration/validation process to the hydraulic model and how it differed from the initial approach.
  - ◆ Model calibration/validation results are also to be documented as part of this TM submission.
  - ◆ An updated version of the InfoWorks Hydraulic Model Database is to be submitted along with drafts of this TM.
- (iv) 95% Hydraulic Model Updates Rationale TM
  - ◆ Draft TM and updated version of InfoWorks Hydraulic Model Database shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 95% Hydraulic Model Rationale review meeting to discuss the draft TM.
  - ◆ The draft TM shall document the approach utilized to update the hydraulic model's gaps identified in the Hydraulic Model and Data Gaps Analysis TM.
  - ◆ Detailed explanation on the finalized calibration/validation process to the hydraulic model and how it differed from the initial approach.
  - ◆ Model calibration/validation results are also to be documented as part of this TM submission.
  - ◆ An updated version of the InfoWorks Hydraulic Model Database is to be submitted along with drafts of this TM.
- (v) Options Analysis TM
  - ◆ Submit a draft memo of the proposed design criteria for assessing performance of existing sewer system assets and for sizing proposed sewer asset solutions prior to the commencement of the Options Analysis TM. Submit an updated version of InfoWorks Hydraulic Model Database with the options under consideration modelled for performance.
  - ◆ The draft memo shall include all options to have one (1) spare pump installed (three (3) pumps installed with only two (2) ever needed to run or two (2) pumps installed with only one (1) ever needed to run).
  - ◆ All options to include a permanent standby generator to address power failures.



- ◆ Detriment analysis and overall hydraulic performance assessments of the options under consideration shall be completed under current conditions and over the 35-year design horizon (Year 2060), and shall be documented within this TM.
- ◆ Draft TM and updated InfoWorks Hydraulic Model shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the Options Analysis TM review meeting to discuss the draft TM.
- (vi) Preliminary Design Report Table of Contents
  - ◆ Initial Table of Contents for PDR shall be submitted to the Consultant Contract Administrator following the PDR Initiation Meeting
- (vii) 60% Preliminary Design Report
  - ◆ 60% complete draft of PDR shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the 60% Draft review meeting.
  - ◆ The draft geotechnical report shall be included as part of the PDR.
  - ◆ Provide further details of the design and impacts to the existing system.
  - ◆ Provide details on any upgrades to utility (hydro, natural gas, water, BellMTS, etc) services required.
  - ◆ Reference any applicable bylaws, standards and codes that would apply.
  - ◆ Develop an AACE Class 3 cost estimate for the work required for construction along with an anticipated detailed design and construction schedule.
  - ◆ Provide an updated InfoWorks Hydraulic Model, as required, based on preliminary design refinements completed to the option selected from the Option Analysis phase.
  - ◆ Provide a minimum of three (3) options including: upgrade of the existing lift station and force main, complete replacement of the existing lift station and force main along with replacement of the existing lift station in an alternate location and a new force main.
  - ◆ Provide a means for a permanent standby generator to be located indoors to address power failures.
- (viii) Risks and Opportunities Identification
  - ◆ A draft Risk Management Plan shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the Risks and Opportunities Identification meeting.
  - ◆ The Risk Register shall be completed using the City's Project Management Manual's template - D6.4.1(k).
  - ◆ This task can start at anytime followed by the 60% PDR submission.
  - ◆ The Risk Register shall be included as part of the 95% PDR submission and Final PDR submission.
- (ix) 95% Preliminary Design Report and Presentation
  - ◆ 95% complete draft of PDR shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the 95% Preliminary Design review meeting, which shall include a presentation of the Preliminary Design.
  - ◆ PDR presentation slides shall be submitted and reviewed by the city working group at least fifteen (15) Business Days prior to the scheduled 95% Preliminary Design review meeting.
- (x) Drawings
  - ◆ Solution Preliminary Design drawings shall be provided in conjunction with the 60% PDR, 95% PDR and Final PDR submissions.
- (xi) Monthly Progress Reports

- ◆ Progress reporting shall be submitted to the City on a monthly basis, a minimum of two (2) Business Days prior to the Monthly Progress Meetings.
- ◆ Monthly progress meetings and reporting shall meet additional requirements specified in D8.8(a).

D6.2.4 Reporting will be completed in a format consistent with the Consultant's Form P: Person Hours and be reconcilable with the accounting and invoicing system.

D6.2.5 Final Deliverables Submission Requirements

(a) Final Documents

- (i) Final documents shall address all comments from the draft document's review.
- (ii) Final approvals from the Consulting Contract Administrator shall be provided to ensure that all comments have been satisfactorily addressed prior to the Consultant printing paper copies.
- (iii) Searchable PDF copy and native file format document of all final documents shall be submitted.
- (iv) Two (2) bound paper copies shall be submitted of all documents once finalized.

(b) Model Databases

- (i) Hydraulic model shall be updated to reflect the most updated information as per the City's Hydraulic Modeling Guidelines in Appendix F.
- (ii) Include Selection Lists highlighting all model elements modified/updated. Clear naming conventions for modeling files, scenarios, etc. is to be applied, along with explanations of named modeling files or scenarios as required.
- (iii) Consultant shall submit all model files in native file format in addition to other requirements outlined in D9 and Appendix F.

(c) Drawings

- (i) Final drawings shall incorporate all comments from the draft drawing review.
- (ii) Drawings shall be submitted in both PDF and native file format.

D6.2.6 The Consultant shall provide, within sixty (60) Calendar days of the provision of the final PDR, electronic copies of all supporting documents pertinent to the final deliverables such that the deliverables' outcome can be reproduced.

D6.2.7 The format of the deliverables and supporting documents should be provided in native file format.

D6.2.8 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B13 Project Schedule (Section F).

D6.3 General Requirements for Meetings

D6.3.1 Various project meetings will be required throughout the Project in order to track the Consultant's progress, review the Project work plan, address Project issues and allow for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate the locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities in their Proposal Submission.

D6.3.2 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.

D6.3.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the Consulting Contract Administrator within five (5) Business Days.

- D6.3.4 Meetings may be completed, through phone or video conference, remotely using Microsoft Teams or similar software, or at the City's offices.
- D6.3.5 Mandatory meetings listed below to be attended by the Consultant's Project Manager and any relevant Key Personnel at minimum.
- (a) Project Initiation Meeting
    - (i) This meeting will at minimum cover:
      - ◆ Project communications,
      - ◆ Milestone dates,
      - ◆ Risk Management Plan,
      - ◆ Data collection, and
      - ◆ City guidelines, templates and processes.
  - (b) Monthly Progress Meetings
    - (i) These meetings will be completed by Microsoft Teams or similar software throughout the Project duration.
  - (c) Hydraulic Modeling and Data Gaps Analysis Review Meetings
    - (i) 60% draft TM review meeting
  - (d) Model Updates Rationale Review Meetings
    - (i) 60% draft TM review meeting
    - (ii) 95% draft TM review meeting
  - (e) Options Analysis Review Meeting
  - (f) Preliminary Design Review Meetings
    - (i) 60% draft report review meeting
    - (ii) 95% draft report and Preliminary Design Phase review meeting
  - (g) Risk and Opportunities Identification Meeting
  - (h) Project Closeout Meeting
- D6.3.6 The Consultant is to determine if additional meetings beyond the mandatory meetings listed above are required, they shall include these proposed meetings in their Proposal.
- D6.3.7 Meetings can be combined if appropriate, and with written authorization of the Consulting Contract Administrator.
- D6.4 Relevant Design and Project Management Standards
- D6.4.1 The following design standards shall be applicable to this project:
- (a) WWD Electrical Design guide  
<https://legacy.winnipeg.ca/waterandwaste/dept/manual.stm#wastewater>
  - (b) WWD Identification Standard  
<https://legacy.winnipeg.ca/waterandwaste/dept/manual.stm#wastewater>
  - (c) WWD HMI Layout and Animation Plan (Appendix C);
  - (d) WWD Wastewater Treatment Facilities Automation Design Guide (Appendix D);
    - (i) These design requirements will also be applied to the collections system where relevant and useful.
  - (e) WSTP Electrical and Instrumentation Standardization Summary (Appendix E);
    - (i) The City of Winnipeg has standardized on specific electrical and automation manufacturers. The Consultant should use standardized equipment in their preliminary design where applicable.

- (f) Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards and templates can be found here:  
[https://legacy.winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://legacy.winnipeg.ca/waterandwaste/dept/cad_gis.stm);
- (g) City of Winnipeg Hydraulic Modeling Guidelines V1.0 (Appendix F).
- (h) Code of Practice for the Hydraulic Modeling of Sewer Systems (Appendix G);
- (i) The City's Project Management Manual:  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>
- (j) The City's Investment Planning templates:  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>
- (k) The City's Project Management templates:  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>

D6.4.2 The Consultant shall notify the Consulting Contract Administrator of any conflict identified between the documents listed under D6.4.1 for resolution.

D6.4.3 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the City's Consulting Contract Administrator'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.

#### D6.5 Geotechnical Work Allowance

D6.5.1 The general requirements for the Geotechnical Work Allowance are as follows:

- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Geotechnical Work Allowance when defined and approved.
- (b) If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Geotechnical Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
- (c) A mark-up of a maximum of 10% can be applied by the Consultant on work completed by a subcontractor. The mark-up shall be included in the Geotechnical Work Allowance.
- (d) Expenditures under the Geotechnical Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- (e) Where the actual cost of performing the services under the Geotechnical Work Allowance is less than the amount of the Geotechnical Work Allowance, the City will be credited for the unexpended portion of the Geotechnical Work Allowance, but not for the Consultant's overhead and profit on such amount.
- (f) The Contract price will be adjusted by written order to provide for a difference between the amount of the Geotechnical Work Allowance and the actual cost of the work.
- (g) The City reserves the right to delete any or all of the Geotechnical Work Allowance from the Contract if the Work intended to be covered by the Geotechnical Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Geotechnical Work Allowance.

#### D6.6 Additional Work Allowance

- D6.6.1 The general requirements for the Additional Work Allowance are as follows:
- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
  - (b) If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
  - (c) The Consultant shall apply a maximum of ten (10) percent markup on all work performed by a subcontractor. The mark-up shall be included in the Additional Work Allowance.
  - (d) Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
  - (e) The Contract price will be adjusted by written order to provide for a difference between the amount of the Additional Work Allowance and the actual cost of the work.
  - (f) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Work intended is found to be more extensive than that provisioned by the Additional Work Allowance.

#### D6.7 Invoicing

- D6.7.1 Fixed Fee scope of work items as described in B9.1, excluding Project Management, shall only be invoiced on a percent complete process.
- (a) A breakdown of the work tasks items is referenced in D7.2 where each phase will be used to measure the percentage complete.
  - (b) Where tasks such as Project Management appear in more than one phase, the estimated level of effort shall be appropriately proportioned to the phase.
- D6.7.2 Any Additional Work Allowance scope items approved to be completed on an hourly basis utilizing Form P. The Consultant shall submit monthly invoices for that scope of work.

### D7. SCOPE OF SERVICES

#### D7.1 General Project Scope Summary

- D7.1.1 Based on the future growth projections for the St. Norbert and Grandmont Separated Sewer Districts, confirm infrastructure upgrades to the sanitary sewer system for the St. Norbert Lift Station. While ensuring it maintains or improves the level of service for the St. Norbert Separated Sewer District.
- (a) Data should be collected and assessed to ensure sufficient information is available to achieve the Preliminary Design requirements.
  - (b) The model should be updated and calibrated as required to make it fit for purpose by the Consultant to assess the district needs and develop and test hydraulically feasible solutions in combination with other design tools as necessary.
  - (c) Design criteria for assessing existing sewer asset performance and for sizing potential solutions with sizing process and documentation should be agreed with the City and documented.
  - (d) The study area sewer infrastructure needs against levels of service and design criteria should be assessed and documented including wastewater capacity.
  - (e) Where increasing wastewater flows as a result of an upgrade to the St. Norbert Lift Station, the downstream local sewer network needs to be assessed and where detriment is predicted; solutions to address the detriment needs to be developed.
    - (i) The assessment requires a review of the local sewer system to the Interceptor at the intersection of Killarney Avenue/Kirkbridge Drive and Pembina Highway.

- (ii) It is assumed that downstream conveyance capacity improvements will be required.
  - (f) The developed solution shall meet the following requirements:
    - (i) Meet the Design Standards specified in D6.4;
    - (ii) Be buildable with location plans, general arrangements considering utilities, ground conditions, land ownership and health and safety;
    - (iii) Pass the Level of Services checks under both current and future growth conditions by undertaking detriment assessment. An example template of the detriment assessment is provided in Appendix F City of Winnipeg Modeling Guidelines. Alternative design tool may be used to validate the Level of Service with the Consulting Contract Administrator approval; and
    - (iv) Meet the level of service for a minimum design horizon of 35 years.
  - (g) Cost estimation should be developed and contract phasing should be proposed.
  - (h) Review the overall hydraulic impact as a result of the proposed solution.
- D7.2 The Services required under this Contract shall consist of the following Tasks and as outlined in D8 to D12 and D14 in accordance with the following:
- (a) Project Management (D8);
  - (b) Hydraulic Modeling (D9);
  - (c) Geotechnical Investigations (D10);
  - (d) Options Analysis (D11);
  - (e) Preliminary Design Report (D12); and
  - (f) Additional Work Allowance (D14).
- D7.3 The optional task under this Contract as outlined in D13 in accordance with the following:
- (a) Optional Design: Local Infrastructure Upgrades Preliminary Design (D13).
- D7.4 The funds available for this Contract are \$700,000.
- (a) The funds available in D7.4 only pertain to the Services required in D7.2. If D7.3 is within the available Contract funds, the City, in its sole discretion may award D7.3.

## **D8. PROJECT MANAGEMENT**

- D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D13.
- D8.2 Submit a Project Schedule no later than ten (10) days after the project kick-off meeting:
- (a) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
  - (b) The approved schedule will be used as the Project baseline schedule throughout the Project.
  - (c) Update and include the Project schedule with each Consultant Progress Report as described in D8.3. The updated Project schedule to include the % Work Complete for each task.
  - (d) The City's Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
- D8.3 Monthly Consultant Progress Reports
- D8.3.1 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>) or provide a Consultant Progress Report template of your own design.

- (a) The Consultant Progress Reports to include the following:
  - (i) work carried out in the previous month;
  - (ii) work in progress;
  - (iii) work anticipated for the following month, including projected person-hours;
  - (iv) percentage completion of each task and the overall Project;
  - (v) information requests for the following month;
  - (vi) issues to date;
  - (vii) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed; and
  - (viii) budget and actual cost for completed tasks and projected cost for planned tasks.
- (b) Submit within two (2) weeks of award the proposed progress reporting format for City review and acceptance.

#### D8.4 Monthly Project Meetings

- D8.4.1 Coordinate regular monthly project meetings and provide minutes. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project and to discuss other project management issues.
  - (a) Schedule all of the regular monthly Project meetings within five (5) Business Days of the Project Initiation meeting.
  - (b) The meeting minutes template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://legacy.winnipeg.ca/infrastructure/assetmanagement-program/templates-manuals.stm>) or provide a meeting minutes template of your own design.
  - (c) The frequency of the meetings may vary based upon the level of project activity.
  - (d) If critical stages outlined in D21 are not achieved, regular Project meeting frequency shall increase to every two weeks until the deliverables indicated in D21 are approved by the City. No additional fees will be contemplated for additional Project meetings.
- D8.5 In addition to the regular Project meetings, schedule, chair, and provide minutes for the meetings and workshops outlined in D6.3.5.
- D8.6 Provide adequate notice (at least one (1) week) prior to any site visit or work that will require assistance from City personnel.
- D8.7 All Project Management work is to be appropriately included in the cost for the phases of work.
- D8.8 Project Management Deliverables Summary
  - (a) Monthly Progress Reports
    - (i) The Consultant shall prepare and submit monthly reports using the Consultant Progress Report template from the Project Management Manual. All sections within this report shall be completed. One report shall be submitted for every month. For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the Consulting Contract Administrator.
    - (ii) Progress reporting shall follow submission requirements in D6.2.3(b)(xi).
    - (iii) Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.
  - (b) Monthly meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes.
  - (c) Revised Project Schedule as outlined in D8.2.

## D9. HYDRAULIC MODELING

### D9.1 General

- (a) This phase shall include all activities required to evaluate the City of Winnipeg Hydraulic Model and identify gaps and areas of improvement necessary to utilize the model for Preliminary Design, and completing those tasks to make the model fit for Preliminary Design purposes.
- (b) The Sewer Districts to be hydraulically analyzed shall include:
  - (i) Grandmont SSD;
  - (ii) St. Norbert SSD; and
  - (iii) Kilkenny SSD (only the catchment area encompassing Pembina Highway to the intersection of Killarney Avenue/Kirkbridge Drive).
- (c) In addition to the area identified in (b), the following area shall be included for the future growth impact assessments, and detriment analysis processes utilizing the hydraulic model:
  - (i) Waverley West B SSD;
  - (ii) Prairie Pointe SSD;
  - (iii) South Pointe SSD;
  - (iv) Richmond West SSD;
  - (v) Waverley West SSD; and
  - (vi) The remainder of the Kilkenny SSD.
- (d) Wastewater flow estimation guidelines for the City can be found here:  
<https://winnipeg.ca/waterandwaste/dept/wastewaterFlow.stm>
- (e) The hydraulic modeling software to be used is InfoWorks ICM 2024.5.
- (f) All hydraulic modeling analysis, model maintenance, calibration and verification tasks completed by the Consultant will be in accordance with the City of Winnipeg Hydraulic Modeling Guidelines, see Appendix F.
- (g) All Modeling work should adhere to the City of Winnipeg Hydraulic Modeling Guidelines, unless otherwise agreed upon by the Consulting Contract Administrator.
- (h) The City will provide the following to the consultant:
  - (i) **A copy of the City Master Database with the associated model files will be made available to the Consultant upon request during the Tender Phase and upon Project Initiation to the awarded Consultant.**
    - ◆ The City Master Database will be made available in an “as-is” condition and will not be further modified into a cut-down version, or other modification to make the Master Database more suitable for the project in question.

### D9.2 Hydraulic Model and Data Gaps Analysis TM

- (a) The Consultant shall complete an evaluation of the conditions and parameters in place with the current City of Winnipeg InfoWorks hydraulic model. The Consultant shall identify all gaps/issues they believe to be within the hydraulic model.
  - (i) The City and Consultant shall agree on what tasks are required for the model update work prior to completing the improvements required.
  - (ii) Specific subtasks to complete model update work should also be documented within this TM.

#### D9.2.1 The focus of the hydraulic model gap analysis will be within the St. Norbert SSD and Grandmont SSD, to ensure they are representative of current conditions.

- (a) Model gaps within the downstream sewer network in the SEWPCC Service Area must also be analyzed and presented in the Hydraulic Model and Data Gaps Analysis TM. The City along with the Consultant will then agree on major gaps in downstream



network which will require interim model update measures to be completed, or else the model gaps in the downstream sewer network will be accepted

- (b) The Consultant shall evaluate the latest GIS records, as-built drawings, site survey results, SCADA Data, etc., in order to identify gaps in the database representation.
- (c) The model data gaps analysis process shall also consider the requirements to represent future development impacts in the model to the area under study over the 35-year design horizon (year 2060).
  - (i) The PLUM maintained by the Planning, Property and Development (PP&D) may be utilized specifically to assign future development impacts to the hydraulic model.
  - (ii) The City will provide any other data sources available to be utilized by the Consultant in preparing growth estimates.
- (d) Hydraulic gaps identified are to ensure the model representation is in line with Appendix F – City of Winnipeg Hydraulic Modeling Guidelines, and shall include at minimum:
  - (i) Up-to-date sewer representation as of 2024;
  - (ii) Up-to-date flow response from the study area under dry weather flow and wet weather flow conditions;
  - (iii) Up-to-date population distribution across model subcatchments as of 2024; and
  - (iv) Addition of new subcatchments, links and nodes to represent areas of recent development.
  - (v) Review of arrangement to represent existing model elements in comparison to recommended representations in the Hydraulic Modeling Guidelines. Updates to model elements where required to better align with Hydraulic Modeling Guidelines.
  - (vi) Discretization of existing subcatchments in excess of minimum 2 Ha area, as per the Hydraulic Modeling Guidelines.
  - (vii) Addition of new model subcatchments, links and/or nodes to represent areas of recent development/growth, as applicable.
  - (viii) Review of recent utility record drawings within the area, to identify any upgrades/modifications to existing sewer system infrastructure which should be reflected in the model representation.
  - (ix) Comparison of model data sets within GIS data sets, and identify significant discrepancies requiring further investigation.
  - (x) Updates/confirmation of representation of key sewer system infrastructure such as lift stations, overflow weirs, and relief outfalls. Confirmation of these representations to consider both GIS, record drawing, and/or field survey data sources.
  - (xi) Calibration of subcatchments elements representative of areas of flow monitoring, or other SCADA data sources to be used as part of calibration process.
  - (xii) Approach to model updates to the City Master Database to create the Future Model Network representing growth over the 35-year design horizon.
- (e) The City will support the Consultant in collecting the appropriate data to aid in the hydraulic model gap analysis.
  - (i) The City will make no attempt to complete necessary model work to address gaps identified in the hydraulic model. The Consultant is responsible to complete all required model work to address gaps.
- (f) Document all gaps/issues identified, and how they will be addressed, in the Hydraulic Model and Data Gaps Analysis Technical Memorandum (TM).

- (a) The Consultant shall propose the model improvements within the Hydraulic Model and Data Gaps Analysis TM for City approval prior to completing the model updates and associated documentation.
- (b) The Consultant shall complete hydraulic model updates and calibration of the current hydraulic model representation for the Grandmont and St. Norbert SSD as well as a section along Pembina Highway in the Kilkenny SSD.
  - (i) All gaps/issues identified in D9.2.1(e)(i) shall be addressed prior to model calibration.
  - (ii) Hydraulic model calibration and verification shall use flow monitoring data collected by the City.
  - (iii) Flow monitoring data provided by the City will comprise of the following:
    - (i) Grandmont SSD – one flow monitor;
    - (ii) St Norbert SSD – six flow monitors
    - (iii) Kilkenny SSD – two flow monitors
  - (iv) SCADA flow/level data will be provided by the City and comprise of the following lift stations:
    - (i) St. Norbert Lift Station flow and level data
    - (ii) Grandmont Lift Station level data
    - (iii) Trappiste Lift Station level data

It is expected the Consultant will make any and all attempts to also utilize the SCADA data in the calibration/verification process.

- (c) The City Master Database is to be updated such that flows generated in the catchment are calibrated to actual conditions, be it from flow monitoring data or from SCADA instrument data in the sewer system.
- (d) Updates to the City Master Database to create the Future Model Network representing growth over the 35-year design horizon shall also be completed as part of the Hydraulic Model Update and Calibration work.
  - (i) These updates will occur over several sewer districts, see D9.1(b) and D9.1(c).
- (e) The City will support the Consultant where possible in providing reference information on expectations for growth within the area under study.
- (f) Submit the updated and calibrated City Master Database to the City including the updated model representation of Grandmont and St. Norbert SSD, and the model representation for future growth over the 35-year design horizon (Future Model Network).
  - (i) Include simulation results from calibration and verification WWF and DWF events.
  - (ii) Include InfoWorks Custom Graph files showing:
    - (i) The model simulation results prior to any calibration/model updates under this project, in comparison to actual flow survey and/or SCADA instrument.
    - (ii) Calibrated model simulation results in comparison to actual flow survey and/or SCADA instrument data.

#### D9.4 Hydraulic Model Updates Rationale TM

- (a) The Hydraulic Model Updates Rationale TM shall be delivered in three phases: 60% draft TM, 95% draft TM and 100% Final Hydraulic Model Updates Rationale TM.
  - (i) Each of the deliverable submission shall be accompanied by the copy of the updated hydraulic modeling database.
- (b) The 60% Draft Hydraulic Model Updates Rationale TM shall include the following minimum requirements:
  - (i) Summary of work completed to update, calibrate and verify the City Master Database.

- (ii) Summary of work completed to create the Future Model Network representing the future growth over the 35-year design horizon to the sewer districts identified in D9.5(c).
  - (iii) Update on how the approach to update the model representation may or may not have differed from the approach documented in the Hydraulic Model and Data Gap Analysis TM;
  - (iv) Should any of the minimum requirements of the 60% Draft Hydraulic Model Updates Rationale TM as per (b)D9.5(b) not be completed sufficiently at submission, the 60% Draft will be submitted back to the Consultant. The 60% Draft review meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided.
- (c) The 95% complete Hydraulic Model Updates Rationale TM shall include the following requirements at minimum:
- (i) Updates to all content developed in the 60% complete Hydraulic Model Updates Rationale TM Draft, see (b)
  - (ii) Any pertinent feedback gathered from the 60% draft review process.
  - (iii) Should any of the minimum requirements of the 95% Draft Hydraulic Model Updates Rationale TM as per (b) not be completed sufficiently at submission, the 95% Draft will be submitted back to the Consultant. The 95% Draft review meeting will be delayed until such time that a 95% Draft including all of the minimum requirements have been provided.
- (d) Following the City's review of the 95% complete Hydraulic Model Updates Rationale TM, the Consultant will address any remaining City comments.
- (e) Following the City's approval that the Consultant has addressed all of the City's comments, a Final 100% complete version of the Hydraulic Model Updates Rationale TM shall be submitted, see D6.2.5.

D9.5 Solution Modeling and Detriment Analysis Using the Hydraulic Model (Options Analysis TM)

- (a) The Solution Modeling & Detriment Analysis process shall be completed as part of the development of the Options Analysis TM.
- (b) Solution modeling will involve creating scenarios with particular lift station upgrade scenarios proposed, with new model elements created to represent the conceptual/assumed design for each option as per D11.4(a)(i) within the Options Analysis TM.
  - (i) As part of the solution modeling review the local infrastructure upstream of the St. Norbert LS and estimate the additional flows to be captured at the St. Norbert LS based on the assumption that future local infrastructure upgrades will be completed to address the level of service throughout the St. Norbert SSD.
    - ◆ Should the Optional Design Item: Local Infrastructure Upgrades Preliminary Design be completed, estimating the additional flows to the St. Norbert LS in (i) will not be required. These additional flows will be provided as part of the local infrastructure solution development process.
- (c) The Detriment Analysis process shall consider the following districts:
  - (i) Grandmont SSD;
  - (ii) St. Norbert SSD;
  - (iii) Waverley West B SSD;
  - (iv) Prairie Pointe SSD;
  - (v) South Pointe SSD;
  - (vi) Richmond West SSD;
  - (vii) Waverley West SSD; and
  - (viii) Kilkenny SSD.

- (d) Detriment Analysis shall be completed for the following level of service standards, as applicable:
  - (i) Surface Flooding;
  - (ii) Surcharge (Basement Flooding); and
  - (iii) Spills/Overflows.
    - ◆ The performance of this updated model compared to specific level of service standards will be evaluated, specifically to verify there to be no reduction in level of service within the Hydraulic Model as a result of the solution(s) proposed.
- (e) The Detriment Analysis process shall assess both current conditions, and scenarios updated to represent future growth impacts.
- (f) For further details on the Detriment Analysis process, see Appendix F.
- (g) Submit the updated City Master Database with the St. Norbert Lift Station upgrade solutions considered and simulated under current and future growth scenarios to the City.
  - (i) Include Detriment Analysis simulation results.

#### D9.6 Hydraulic Modeling Deliverables Summary

- (a) Model database, detriment analysis results, and associated files shall be submitted as per the model guidance requirements (Appendix F).
- (b) Hydraulic Model and Data Gap Analysis TM as per D9.2.
- (c) Updated and Calibrated City Master Database as per D9.3(f).
- (d) Hydraulic Model Updates Rationale TM as Per D9.4.

### D10. GEOTECHNICAL INVESTIGATIONS

D10.1 The preliminary design stage requires geotechnical investigations to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater. This information will be used to refine the optimum alignment, provide geotechnical design criteria necessary for foundation/structural design, determine construction requirements, and to facilitate more accurate costing information.

D10.2 Work items to be considered as part of this Geotechnical Investigations include, but are not limited to:

- (a) reviewing existing geotechnical information including
  - (i) reports, borehole logs, etc.
- (b) providing a proposed investigation location plan to be reviewed by the City;
- (c) procurement of a drilling contractor;
- (d) verifying that the contractor has all necessary utility locates and work permits;
- (e) supervision of the investigation activities by qualified personnel;
- (f) collection and testing of samples;
- (g) groundwater monitoring;
- (h) preparation of a Geodetic Baseline Report;
- (i) preparation of a Geodetic Data Report;
- (j) preparation of a Geotechnical Engineering Study;
- (k) riverbank stability analysis, including riverbank stability analysis report;
- (l) conducting topographic land surveys, including preparation of a topographic land survey report;
- (m) conducting geophysical surveys, including preparation of a Geophysical Survey Report; and

- (n) any other activities necessary to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater levels.

D10.3 When conditions arise that require the completion of the Geotechnical work listed in D10.2, the Consultant will prepare a concise scope of work and cost proposal, following requirements as defined in D6.5, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.

D10.4 No work shall start prior to the approval stated in D10.3.

## **D11. OPTIONS ANALYSIS**

### **D11.1 Design Criteria**

- (a) The sewer system assets should be listed and the design criteria proposed to assess performance documented for City approval.
- (b) The existing system sewer assets should be assessed against level of service and best practice design performance.
- (c) The design criteria for potential solutions should be proposed and documented for City approval, this is to include the proposed sizing method, validation process and associated deliverables.
- (d) Where alternative solutions are developed at a later stage the design criteria for the proposed solution should be proposed for City approval, including the proposed sizing method, validation process and associated deliverables, it should be documented in the draft 60% PDR.

### **D11.2 Needs Assessment**

- (a) The district needs should be investigated and reported based on the agreed design criteria, this should include at a minimum flooding, development and operational needs.
- (b) The design criteria/level of service for basement flooding protection and surface flooding is the 10-year MacLaren storm event for separate sewer district wastewater systems with the 5-year river level.
- (c) The design criteria/level of service for sanitary sewer overflow protection is the 10-year MacLaren storm event for separate sewer district wastewater systems with the 1-year river level.
- (d) The level of service criteria shall be documented for key assets and any impacts shall be documented.

### **D11.3 Solution Development**

- (a) Model calibration, model validation, design criteria and needs assessment work should be complete prior to completing solution development.
- (b) See D9.5 for additional details as to the model specific tasks to be completed as part of the Options Analysis phase.
- (c) The proposed design solutions should not cause a predicted increased surcharge such that the risk of basement flooding in other parts of the catchment is increased. The proposed design solution should not cause a predicted increase in spill detriment in the sewer system.
- (d) The preliminary design solution developed during the preliminary design phase shall be evaluated using standardized Detriment Analysis process as per the Hydraulic Modeling Guidelines (Appendix F) using the City of Winnipeg hydraulic model.
- (e) The proposed solutions must provide the hydraulic capacity of a 35-year design horizon.
- (f) The proposed preliminary design solutions where deemed necessary shall undergo a hazard identification and safety assessment to document the construction and operational hazards and proposed mitigations.

#### D11.4 Options Analysis TM

- (a) Options Analysis TM shall include the following minimum requirements:
- (i) Provide a minimum of three (3) options to include the following:
    - ◆ Upgrade of the existing lift station and force main;
    - ◆ Replacement of the existing lift station and force main; and
    - ◆ Replacement of the existing lift station and force main in a new location.
  - (ii) All options shall include the means to have a permanent standby generator located indoors to address sanitary discharges from power failures.
  - (iii) Summarize the Consultant's understanding of the options identified for analysis;
  - (iv) Summarize the design criteria used by the Consultant to make a recommendation;
  - (v) Summarize the criteria which were suggested to be excluded, and reasoning for exclusion;
  - (vi) Certify the InfoWorks hydraulic model is fit for use in analyzing proposed solutions under current conditions and future conditions.
  - (vii) Identify the hydraulic and cost impact on the proposed solution as a result of the following components:
    - ◆ Future densification (both infill and new developments); and
    - ◆ Relocation and operation of the St. Norbert Lift Station.
  - (viii) Summarize how the Consultant believes this option will meet City goals;
    - ◆ Provide a cost analysis of each solution in terms of both capital and operating costs estimates, a Class 5 level suitable for options analysis;
    - ◆ NPV analysis of the options analyzed, using the City of Winnipeg NPV template, see D6.4.1(j);
- (b) Further updates to the TM shall be completed based on the City working group's feedback to the draft, and based on feedback during the Options Analysis TM review meeting
- (c) The City shall verify that all comments made to the Options Analysis TM at this phase are addressed appropriately by the Consultant.

#### D11.5 Options Analysis Deliverables

- (a) Options Analysis TM as per D11.4.
- (b) Detriment analysis results
- (c) Updated City Master Database, with each option under consideration modeled.

### **D12. PRELIMINARY DESIGN REPORT**

#### D12.1 60% Draft Preliminary Design Report

- D12.1.1 Provide a table of contents to the Consulting Contract Administrator for review prior to commencement of the Preliminary Design Report
- D12.1.2 The 60% Draft Preliminary Design Report shall include the following minimum requirements:
- (a) An executive summary;
  - (b) Additional survey or other data collection requirements and the proposed approach to address missing data, confirm assumptions and to determine site conditions, as applicable;
  - (c) Certify a robust hydraulically feasible design has been developed;
  - (d) Detailed explanation of steps conducted in order to bring the solution to a preliminary design level of definition;
  - (e) Explanation of any refinements completed to the hydraulic model representation of the solution, as required to bring the solution to a preliminary design level of definition;

- (f) Explanation on type of permanent indoor generator to be used for preventing sanitary discharges as a result of power failures;
- (g) The design criteria in which the solution was evaluated during the Options Analysis;
- (h) Hydraulic modeling findings for the recommended solution, should it need to be updated based on refinements in the solution model representation. Modeling findings to be for both current conditions and future conditions over the 35-year design horizon;
- (i) Summary of findings from evaluations completed in relation to preliminary design, which may include the following:
  - (i) Geotechnical Investigations;
  - (ii) Heritage Resources;
  - (iii) Topographic Surveys; and
  - (iv) Land Use Considerations.
- (j) Preliminary design drawings for the proposed solution; and
- (k) An updated version of the City Master Database to be submitted, as required, depending on changes to the solution model representation in comparison to the model representation created during the Options Analysis Phase.

D12.1.3 Should any of the minimum requirements of the 60% Draft Preliminary Design Report as per D12.1.2 not be completed sufficiently at submission, the 60% Draft will be submitted back to the Consultant. The 60% Draft Review meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided.

#### D12.2 95% Draft Preliminary Design Report

D12.2.1 The 95% complete Preliminary Design Report shall include the following requirements at minimum:

- (a) updates to all content developed in the 60% complete Preliminary Design Report Draft (See D12.1.2.).
- (b) any pertinent feedback gathered from the Preliminary Design Report presentation.
- (c) Verify costs of the solution and that the solution is optimized for cost-effectiveness using a Class 3 cost estimate.
- (d) The basis of estimate process shall utilize the latest Basis of Estimate Investment Planning spreadsheet template identified in D6.4.1(j) to document results. The completed Basis of Estimate spreadsheet shall be included as an appendix to the Preliminary Design Report with any additional Basis of Estimate information.
- (e) NPV analysis using the City of Winnipeg NPV template, see D6.4.1(j).
- (f) Preliminary design drawings for the proposed solution.
  - (i) Include these design drawings as an appendix to the report.
- (g) A summary of the work involved in during the Risk and Opportunities Identification Phase must then be included in the body of the Preliminary Design Report.

D12.2.2 Should any of the minimum requirements of the 95% Draft Preliminary Design Report as per D12.2.1 not be completed sufficiently at submission, the 95% Draft will be submitted back to the Consultant. The 95% Draft Review Meeting will be delayed until such time that a 95% Draft including all of the minimum requirements has been provided.

D12.2.3 Following the City's review of the 95% complete Preliminary Design Report, the Consultant will address any remaining City comments.

D12.2.4 Following the City's approval that the Consultant has addressed all of the City's comments, a final 100% complete version of the Preliminary Design Report shall be submitted. See D6.2.5.

#### D12.3 Heritage Resources

- D12.3.1 The consultant shall submit specific project footprints with supportive illustrative materials (pdf maps) for the Province to conduct a detailed review of the footprint and determine if any potential impacts to heritage resources.
- D12.3.2 Based on feedback from the Province, the consultant shall provide a heritage resource plan to the City.
- D12.3.3 The heritage resource plan shall include the following at a minimum.
- (a) Heritage resource concerns marked clearly on a drawing;
  - (b) Anticipated archeological dig locations;
  - (c) Anticipated construction monitoring locations;
  - (d) Detailed design and construction work activities;
  - (e) Anticipated heritage resource fees:
    - (i) detailed design; and
    - (ii) construction
  - (f) Anticipated stakeholder involvement, including City's Indigenous Relations Division.
- D12.3.4 Include anticipated heritage resource fees as part of the heritage resource plan and the Class 3 cost estimate.
- D12.3.5 Include the Heritage Resource plan as part of the Preliminary Design Report.
- D12.4 Risks and Opportunities Identification
- D12.4.1 Risks and Opportunities
- (a) This work shall include:
    - (i) All activities required to prepare the Risk Register; and
    - (ii) Completion of the Risks and Opportunities Identification Meeting with the City Working Group.
- D12.4.2 Risk Management Plan
- (a) In addition to the Risk Register, the Consultant shall prepare a Risk Management Plan.
  - (b) Prepare a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan, and associated costs to manage risks.
  - (c) The Risk Register and Risk Event Identification shall be completed using the City's Project Management Manual's template - D6.4.1(k).
- D12.5 Preliminary Design Report Deliverables
- (a) 60% Preliminary Design Report as per D12.1.
  - (b) 95% Preliminary Design Report as per D12.2.
  - (c) Final Preliminary Design Report as per D12.2.4.
  - (d) Heritage Resource Report as per D12.3.2.
  - (e) Risk Register as per D12.4.1.
    - (i) To be included as part of the PDR Appendix.
  - (f) Risk Management Plan as per D12.4.2.
    - (i) To be included as part of the PDR Appendix.

**D13. OPTIONAL DESIGN: LOCAL INFRASTRUCTURE UPGRADES PRELIMINARY DESIGN**

- D13.1 Review and assess the local infrastructure within the St. Norbert SSD, Grandmont SSD, and partially within the Kilkenny SSD (Pembina Highway south of Killarney Avenue) to determine



level of service deficiencies within the system. Propose upgrades to meet the City's current level of service standards.

#### D13.2 Design Criteria

- (a) The sewer system assets should be listed and the design criteria proposed to assess performance documented for City approval.
- (b) The existing system sewer assets should be assessed against level of service and best practice design performance.
- (c) The design criteria for potential solutions should be proposed and documented for City approval, this is to include the proposed sizing method, validation process and associated deliverables.
- (d) The proposed solution should be proposed and documented in the Local Infrastructure Upgrades Technical Memo.

#### D13.3 Needs Assessment

- (a) The district needs should be investigated and reported based on the agreed design criteria, this should include at a minimum flooding, development and operational needs.
- (b) The design criteria/level of service for basement flooding protection and surface flooding is the 10-year MacLaren storm event for separate sewer district wastewater systems with the 5-year river level.
- (c) The design criteria/level of service for sanitary sewer overflow protection is the 10-year MacLaren storm event for separate sewer district wastewater systems with the 1-year river level.
- (d) To ensure the future design horizon is adequately assessed, an assessment of growth and known proposed development should be documented, proposed to the City for approval and represented in a future model network.
- (e) Urgency for local infrastructure upgrades should be documented, by clearly identifying upgrades needed to meet the City's level of service standards under current conditions, and upgrades only needed to meet the City's level of service based on future growth.
- (f) The level of service criteria shall be documented for key assets and any impacts shall be documented.

#### D13.4 Solution Development

- (a) Model calibration, model validation, design criteria and needs assessment work should be complete prior to completing solution development.
- (b) The proposed design solutions should not cause a predicted increased surcharge such that the risk of basement flooding in other parts of the catchment is increased. The proposed design solution should not cause a predicted increase in spill detriment in other parts of the catchment.
- (c) The local infrastructure upgrades preliminary design solution developed during the preliminary design phase shall be evaluated using standardized Detriment Analysis process as per the Hydraulic Modeling Guidelines (Appendix F) using the City of Winnipeg hydraulic model.
- (d) The Detriment Analysis process shall consider the following districts:
  - (i) Grandmont SSD;
  - (ii) St. Norbert SSD;
  - (iii) Waverley West B SSD;
  - (iv) Prairie Pointe SSD;
  - (v) South Pointe SSD;
  - (vi) Richmond West SSD;
  - (vii) Waverley West SSD; and
  - (viii) Kilkenny SSD.

- (e) Detriment Analysis shall be completed for the following level of service standards, as applicable:
  - (i) Surface Flooding;
  - (ii) Surcharge (Basement Flooding); and
  - (iii) Spills/Overflows.
    - ◆ The performance of this updated model compared to specific level of service standards will be evaluated, specifically to verify there to be no reduction in level of service within the Hydraulic Model as a result of the solution(s) proposed.
- (f) The Detriment Analysis process shall assess both current conditions, and scenarios updated to represent future growth impacts.
- (g) The proposed solutions must provide the hydraulic capacity of a 35-year design horizon.

#### **D14. ADDITIONAL WORK ALLOWANCE**

- D14.1 The Additional Work Allowance indicated in B9.3.1(b) is to be used for additional data collection, engineering, testing, and design services that arise due to unforeseen conditions.
- D14.2 When such unforeseen conditions arise, the Consultant will prepare a concise scope of work and cost proposal, following requirements as defined in D6.6, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.
- D14.3 No work shall start prior to the approval stated in D14.2.

#### **D15. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D15.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
  - D15.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
  - D15.1.2 The accessible customer service obligations include, but are not limited to:
    - (a) providing barrier-free access to goods and services;
    - (b) providing reasonable accommodations;
    - (c) reasonably accommodating assistive devices, support persons, and support animals;
    - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
    - (e) inform the public when accessibility features are not available;
    - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
    - (g) providing adequate training of staff and documentation of same.

#### **D16. UNFAIR LABOUR PRACTICES**

- D16.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

[human-rights](https://www.ilo.org/global/lang-en/index.htm) International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

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

## **SUBMISSIONS**

### **D17. AUTHORITY TO CARRY ON BUSINESS**

- D17.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

### **D18. SAFE WORK PLAN**

- D18.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D18.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at  
<http://www.winnipeg.ca/matmgt/safety/default.stm>

## **D19. INSURANCE**

- D19.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D19.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D19.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D19.3 The policies required in D19.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D19.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D19.2(a) and D19.2(b).
- D19.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D19.2(a) and D19.2(c).
- D19.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D19.9.
- D19.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

- D19.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D19.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D20. COMMENCEMENT**

- D20.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D20.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D17;
    - (ii) the Safe Work Plan specified in D18; and
    - (iii) evidence of the insurance specified in D19.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
  - (c) The direct deposit application specified in D24.1
- D20.3 The City intends to award this Contract by November 19, 2024.

### **D21. CRITICAL STAGES**

- D21.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the Final Hydraulic Modeling and Data Gaps Analysis TM, with Hydraulic Model Updates Rationale TM by ten (10) months after award of contract; and
  - (b) Submission of final Preliminary Design Report deliverables, with all comments from the City incorporated and accepted thirteen (13) months after award of contract.
- D21.2 The Consultant may suggest alternative critical stages within the Proposal, but must also provide reasoning for this based on their understanding of the scope of work. The City may accept deviations from these critical stages if sufficient reasoning is provided.

### **D22. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D22.1 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 Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D22.2 If the Consultant is delayed in the performance of the Services by reason of the 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.
- D22.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant 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.

- D22.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D22.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D22.6 Any time or cost implications as a result of 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

### D23. INVOICES

- D23.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

Ensure the Consulting Contract Administrator is CC'd on all invoice emails.

- D23.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) the City's project number and title: 'S-1293 – St Norbert Separated Sewer District Preliminary Design';
  - (c) the Consulting Contract Administrator's name;
  - (d) date of delivery;
  - (e) delivery address;
  - (f) type and quantity of work performed;
  - (g) the amount payable with GST and MRST shown as separate amounts; and
  - (h) the Consultant's GST registration number.

- D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D24. PAYMENT

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

## DISPUTE RESOLUTION

### D25. DISPUTE RESOLUTION

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

## THIRD PARTY AGREEMENTS

### D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D26.3 For the purposes of D26:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D26.4 Modified Insurance Requirements
- D26.4.1 If not already required under the insurance requirements identified in D19, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D26.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D26.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D26.5 Indemnification By Consultant
- D26.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D26.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or



- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

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

#### D26.6 Records Retention and Audits

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

D26.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D26.7 Other Obligations

D26.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D26.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D26.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D26.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D26.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

**APPENDIX A - NON-DISCLOSURE AGREEMENT**  
**APPENDIX B - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES**  
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