



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 597-2024

**PROFESSIONAL CONSULTING SERVICES FOR WEWPCC SCREENING AND GRIT
REMOVAL IMPROVEMENTS AND MISCELLANEOUS WORKS – PHASE 1:
PRELIMINARY DESIGN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WEWPCC SCREENING AND GRIT REMOVAL IMPROVEMENTS AND MISCELLANEOUS WORKS – PHASE 1: PRELIMINARY DESIGN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 26, 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 site investigations of the Headworks Facility and relevant locations at the West End Sewage Treatment Plant (WEWPCC) located at 7740 Wilkes Avenue, Headingley, MB during the week of July 29, 2024.

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

B3.1.2 The site investigation will be approximately two (2) hours in duration.

B3.1.3 If demand for site investigations exceeds the schedule dates, extra dates will be considered.

B3.1.4 Proponents attending the site investigation are required to provide their own personal protective equipment; at a minimum hard hat, CSA approved safety footwear, safety vest, and safety glasses are required.

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

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

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

B4. ENQUIRIES

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

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

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

- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

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

- (a) Form A: Bid/Proposal (Section A) in accordance with B8; and
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12;
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(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 Proponent shall complete Form B: Fees, making all required entries and summarizing all fees for the Scope of Services as identified in D7.

B9.2 Include a Fixed Fee for all phases of the work listed in D7.1.

B9.3 The Proponent shall include an additional work allowance of \$375,000.00 in their Proposal, in accordance with D13.

- (i) The additional work allowance is to be used for any testing and inspection services required for asset condition / performance assessments, preliminary design work arising from the condition / performance assessments, grit characterization study (if required), geotechnical investigation, and engineering and design services that arise due to unforeseen conditions in the project.
- (ii) The additional work allowance is to be included in the calculation of total Fees proposed by the Proponent.
- (iii) The additional work allowance shall only be used with written permission of the Consulting Contract Administrator and formally documented in a Change in Scope of Services form.
- (iv) The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where applicable for the additional work.

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

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

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

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

B9.7 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.8 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.9.1 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 D25. Any such costs shall be determined in accordance with D25.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10.2 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning, design, management of the project and contract administration services on two (2) projects of similar complexity, scope and value.

B10.3 For each project listed in B10.2(a), the Proponent should submit:

- (a) description of the project;
 - (i) include project owner, project objectives, size and other relevant information;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost; shown separately for:
 - (i) Consultant
 - (i) where the original contracted consulting cost and the final contracted consulting cost differ, the Proponent should submit an explanation;
 - (ii) identify the amount of scope changes and the reasons for each of them.
 - (ii) Construction
 - (i) where the original construction cost and the final construction cost differ, the Proponent should submit an explanation;
 - (ii) identify the amount of scope changes and the reasons for each of them.
- (d) design and construction schedule;
 - (i) include anticipated project duration and actual project delivery duration, showing design and construction separately; and
 - (ii) where the anticipated project schedule and the actual project schedule differ, the Proponent should submit an explanation.
- (e) reference information (two current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as project manager or owner's representative.
 - (ii) references may be used to confirm the information provided in the Proposal.
 - (iii) other sources not named in the references may be contacted to verify information provided.

B10.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

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

B11.1.1 Include an organizational chart for the Project.

- (a) Identify by name all personnel with over 5% of the total Project hours.
- (b) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.

B11.2 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager;
 - (b) Lead Process Engineer;
 - (c) Lead Mechanical Engineer;
 - (d) Lead Structural Engineer;
 - (e) Lead Electrical Engineer;
 - (f) Lead Instrumentation, Control and Automation Engineer;
 - (g) Lead Geotechnical Engineer; and
 - (h) Other Key Personnel with over 5% of the total proposed hours.
- B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualification for each role separately.
- B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include the following for each of the Key Personnel:
- (a) educational background and degrees;
 - (b) professional recognition;
 - (c) job title;
 - (d) years of experience in current position; and
 - (e) years of experience in design and construction.
- B11.3.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as Project Manager or Contract Administrator.
 - (ii) references may be used to confirm the information provided in the Proposal.
 - (iii) other sources not named in the references may be contacted to verify information provided.
- B11.4.1 If more than two (2) projects are submitted for B11.4, only the first two (2) referenced projects will be evaluated.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services **using project specific details**, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7. Project understanding and methodology will be evaluated in response to information provided in B12 including but not limited to:
- (a) Appropriateness of the project management approach
 - (b) Consistency and completeness of the methodology

- (c) Appropriateness of hours assigned to individual tasks per person
 - (d) Proponents understanding of the project including its deliverables and constraints
 - (e) Demonstration of insight beyond information that was presented in this RFP.
- 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 Scope of Services and the broad functional and technical requirements;
 - (i) The Consultant should clearly describe their approach to Value Engineering (D10.5) in the proposal submission.
 - (b) the deliverables and associated task requirements of the Project;
 - (c) the work activities and clearly identify all significant assumptions and interpretations related to the Scope of Services; and
 - (d) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
 - (e) any potential risks, along with their implications and possible mitigation measures, that could be encountered throughout the term of the project;
 - (f) any initiative and innovation to be used to perform the Services; and
 - (g) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 The Proposal shall 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 shall match Fees submitted in response to B9.
- B12.5.2 Proposals will be evaluated based on the appropriateness of hours assigned to individual tasks per person and their experience in performing tasks with similar complexity and scope.
- 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 (daily or 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 The Proponent's schedule should include:
- (a) Reasonable review and approval times for documents and deliverables. A minimum of ten (10) Business Days should be allowed for review of deliverables; and the reviewed time should be commensurate to the number of pages and complexity of the document; A blackout period of December 23-January 2 will apply to the review period if applicable.

- (b) Reasonable review and approval times for third parties (such as permit approvals etc. and other City departments) and guidance/approval processes if required;
- (c) Project deliverables, deliverable review meetings, workshops and progress meetings. Meetings should be identified within the relevant task or phase;
- (d) Adequate breakdown of each phase into activities and organized by deliverables;
- (e) Project summary, phase summary, start and completion dates for the Project and each phase;
- (f) Project dependency column; and
- (g) Critical path.

B13.4 The Proponent should develop the most effectual schedule attainable using their expertise and experience to meet the requirements of the City. In circumstance that the Proponent's schedule contrasts with any milestone listed in D20 Critical Stages, the Proponent should provide detailed commentary on their justification.

B14. ELIGIBILITY

B14.1 As a result of their involvement in the Winnipeg Sewage Treatment Program (WSTP) in relation to this Project, Veolia North America Winnipeg Inc. (Veolia) or their affiliates are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of Proposals for the Project.

B14.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this RFP.

B15. DISCLOSURE

B15.1 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.

B15.2 The Persons are:

- (a) N/A.

B16. INTEREST AND GOOD FAITH

B16.1 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.

B16.2 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.

B16.3 In connection with their Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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.

B16.4 Without limiting B16.3, 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.

B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B16.4 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.

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

B17. QUALIFICATION

B17.1 The Proponent shall:

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

(d) have or establish and staff an office in Winnipeg for the duration of the Project.

B17.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B17.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

(a) have successfully carried out 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 B17.4 and D13).

B17.4 Further to B17.3(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.

B17.5 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.

B17.6 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.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 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.

B18.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

B21.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B17: (pass/fail)
- (c) Fees (Section B) 10%
- (d) Experience of Proponent and Subconsultant (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule (Section F) 5%

B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B23.6 Further to B23.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.4.
- B23.7 Further to B23.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B23.8 Further to B23.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B23.9 Further to B23.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B23.9.1 Proponents that receive less than half the available evaluation points for Project Understanding and Methodology will be rejected in accordance with B23.3.
- B23.10 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B23.11 Notwithstanding B23.1(d) to B23.1(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.
- B23.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.13 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.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.

- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at their discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 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
- B24.6.1 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.
- B24.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B24.8 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 D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B24.9 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.
- B24.10 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.
- B24.11 The City of Winnipeg, in its sole discretion, after consideration of the Consultant's performance with the work associated with D7 Scope of Services, may enter into negotiations with the Consultant, to undertake the work associated with Phase 2 - Detailed Design and Tendering Services, Contract Administration, and Post Construction Services without a public bid solicitation.
- (a) The City will provide the scope of Services for Phase 2, applicable terms and conditions (for the avoidance of doubt, Phase 2 will incorporate all applicable terms of the General and Special Conditions), and other details if it initiates negotiations with the Consultant;
 - (b) In return, the Consultant shall provide a Phase 2 proposal outlining its proposed method of performing the Phase 2 Services and applicable Fees;
 - (c) No compensation will be provided to the Consultant for participating in this negotiation if negotiations fail;
 - (d) The City of Winnipeg will be under no obligation to initiate negotiations or enter into subsequent Phase 2 contracts; and
 - (e) The City may choose to issue a public bid solicitation for the Phase 2 Services with respect to continuation of the work arising from the Scope of Services of this project.

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.
- 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.
- D1.2 The following shall be considered incidental to the Contract and will not be accepted as Allowable Disbursements:
- (a) Travel within the City of Winnipeg,
 - (b) Courier costs, and
 - (c) Meal costs for personnel not travelling outside their normal city of employment.

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is:
Arash Kiayee, M.Sc., P.Eng.
Telephone No. 204-918-1391
Email Address: akiayee@winnipeg.ca
- D2.2 At the kickoff meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) **"AACE"** means AACE International (Association for the Advancement of Cost Engineering);
 - (b) **"BoE"** means Basis of Estimate;
 - (c) **"CAD"** means Computer Assisted Drawing;
 - (d) **"CDR"** means Conceptual Design Report;
 - (e) **"CHAIR"** means Construction Hazard Assessment Implication Review;
 - (f) **"Class 3 Cost Estimate"** means an estimate within an expected accuracy within -20% to +30%;
 - (g) **"Class 4 Cost Estimate"** means an estimate within an expected accuracy within -30% to +60%;
 - (h) **"CoE"** means Class of Estimate;
 - (i) **"Commissioning"** means the planning and implementation process by which equipment, a facility or a plant is tested to verify if it functions according to design and functional requirements;
 - (j) **"DCS"** means Distributed Control System;
 - (k) **"HMI"** means Human Machine Interface;
 - (l) **"HVAC"** means Heating, Ventilation, and Air Conditioning;
 - (m) **"Native format"** means the original format from which a deliverable was generated (i.e. MS Word, MS Excel, AutoCAD, etc.);
 - (n) **"NDT"** means Non-Destructive Testing;
 - (o) **"NEWPCC"** means North End Sewage Treatment Plant;
 - (p) **"O&M"** means Operations and Maintenance;

- (q) “**OWAM**” means Oracle Work and Asset Management;
- (r) “**P&ID**” means Process (or Piping) and Instrumentation Diagram;
- (s) “**PDF**” means Portable Document Format;
- (t) “**PDR**” means Preliminary Design Report;
- (u) “**PFD**” means Process Flow Diagram;
- (v) “**PLC**” means Programmable Logic Controller;
- (w) “**Professional Engineer**” means an engineer registered in the Province of Manitoba;
- (x) “**RFI**” means Request for Information;
- (y) “**RMP**” means Risk Management Plan;
- (z) “**Scope of Services**” means all Services executed under the Contract;
- (aa) “**SCORM**” means shareable content object reference model;
- (bb) “**SEWPCC**” means South End Sewage Treatment Plant;
- (cc) “**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;
- (dd) “**TM**” means Technical Memorandum;
- (ee) “**Veolia**” means Veolia North America Inc.;
- (ff) “**WBS**” means Work Breakdown Structure;
- (gg) “**WEWPCC**” means West End Sewage Treatment Plant;
- (hh) “**WSTP**” means the Winnipeg Sewage Treatment Program. The Winnipeg Sewage Treatment Program is an undertaking between the City and Veolia North America to facilitate various City wastewater treatment projects and programs;
- (ii) “**WSTP Team**” means the team consisting of both City of Winnipeg and Veolia North America personnel; and
- (jj) “**WWD**” means Water and Waste Department.

D4. BACKGROUND

- D4.1 Sludge generated from the Biological Nutrient Removal process at West End Sewage Treatment Plant (WEWPCC) is being collected in sludge holding tanks and hauled to North End Sewage Treatment Plant (NEWPCC) for treatment before reuse.
- D4.2 The existing screening and grit removal systems at the WEWPCC were installed in 1993. The quality requirements of the treatment system are changing which necessitates an upgrade to meet new standards and assure long term reliability.
- D4.3 The purpose of this project is to upgrade the screening and grit removal systems at the WEWPCC to:
 - (a) Reduce the quantity of non-biodegradable waste that is sent to the NEWPCC for further processing;
 - (b) Minimize the volume of biodegradable waste that is sent to landfill;
 - (c) Provide reliable screening and grit removal for the next 25 years;
 - (d) Improve downstream reliability and achieve sludge quality standards required for the planned implementation of Thermal Hydrolysis at the NEWPCC.
- D4.4 The SEWPCC screening systems have been upgraded from 12 mm bar screens to 6 mm perforated plate, and the aerated grit removal system has been upgraded to a more advanced vortex grit removal system. Similar work is currently underway for the NEWPCC as part of

NEWPCC Upgrade project. The City anticipates that solutions for the WEWPCC will be similar to the NEWPCC and SEWPCC.

- D4.5 The City has engaged Veolia to provide advice during the delivery of this Project. Veolia staff may attend meetings and workshops, assist with reviews throughout the Project, and will have access to all information associated with this project. This does not relieve the Consultant of their obligations.

D5. RELEVANT DOCUMENTS

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

D6. GENERAL REQUIREMENTS

D6.1 General Requirements for the Consultant

- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall bear an engineer's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
- D6.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator.
- (a) Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).
- D6.1.4 As sewage treatment is a continuous operation twenty-four hours a day, seven days a week, the Consultant shall coordinate activities with the WSTP Project staff and plant operations staff to plan and design the works so that process disruptions are minimized and mitigate the risk of taking the plant out of compliance with the Environmental Act Licence.
- (a) No work shall take place which will interfere with the continuous plant or plant process operation without written approval of the Consulting Contract Administrator.
 - (b) Tie-ins or replacements and upgrades which reduce treatment capacity in the existing plant shall be undertaken and completed in typical dry weather flow periods of the year (i.e. November to February inclusive).
 - (c) Condition assessments may be completed at any time of the year provided that:
 - (i) The work is planned, coordinated, and scheduled with the Consulting Contract Administrator and operations staff;
 - (ii) The work does not cause unplanned disruptions to the treatment process or other projects at WEWPCC; and
 - (iii) The work follows all health and safety regulations and plant safe work procedures.

- D6.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.
- D6.1.6 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.
- D6.1.7 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D6.1.8 The Consultant shall comply with the latest version of the following design guidelines, standards and requirements, including but not limited to:
- (a) WSTP Architectural Design Guideline (Appendix C)
 - (b) WSTP Building Mechanical Design Guideline (Appendix D)
 - (c) WSTP CHAIR Procedure (Appendix E)
 - (d) WSTP Civil Design Guideline (Appendix F)
 - (e) WSTP Drawing Content (Appendix G)
 - (f) WSTP Electrical and Instrumentation Standardization Summary (Appendix H)
 - (g) WSTP Electrical and Instrumentation Standardization Clauses (Appendix I)
 - (h) WSTP HMI Layout and Animation Plan (Appendix J)
 - (i) WSTP Process Mechanical Design Guideline (Appendix K)
 - (j) WSTP Project Document Numbering Standard (Appendix L)
 - (k) WSTP Structural Design Guideline (Appendix M)
 - (l) WSTP Wastewater Treatment Facilities Automation Design Guide (Appendix N)
 - (m) WWD Electrical Design Guide (Appendix O)
 - (n) WWD Identification Standard (Appendix P)
 - (i) The Consultant shall request clarification from the Consulting Contract Administrator should undefined identification requirements be encountered.
 - (o) WWD Identification Standard Appendices (Appendix Q)
 - (p) WWD Sewage Treatment Plant Tag Naming Standard (Appendix R)
 - (q) WWD Wastewater Historical Data Retention Standard (Appendix S)
 - (r) WWD Wastewater Services Division Environmental Preservation and Compliance (Appendix T)
 - (s) Guideline to Create Safety Management Documents (Appendix U)
- D6.1.9 The Consulting Contract Administrator shall be notified of any conflict between the documents listed under D6.1.8 for resolution.
- D6.2 General Requirements for Project Deliverables
- D6.2.1 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D6.2.2 Project Deliverables include but are not limited to:
- (a) CHAIR documentation;

- (b) Safe work plan;
- (c) Consultant progress reports;
- (d) Meeting minutes;
- (e) Project Management Plan;
- (f) Condition assessment technical memoranda;
- (g) Conceptual design report;
- (h) Preliminary design report;
- (i) Technical specifications (if required);
- (j) Preliminary design drawings;
- (k) Cost estimates;
- (l) Risk registers;
- (m) Photographs.

D6.2.3 The deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All deliverables shall be submitted to the City's Consulting Contract Administrator. All City review comments shall be considered and incorporated into the final version.

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

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

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

D6.2.6 Deliverables Submission Requirements

(a) Draft Documents

- (i) Condition assessment, conceptual and preliminary design draft documents shall be submitted to the Consulting Contract Administrator at least ten (10) business days prior to the formal review meeting.

(b) Final Documents

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

(c) Drawings

- (i) Final drawings shall incorporate all comments from the draft drawing review.

D6.2.7 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of ten (10) business days and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B13 Project Schedule (Section F).

D6.2.8 The City will require the Consultant and Subconsultants to provide, within twenty (20) Business Days of the completion of the Preliminary Design Service phase, electronic copies of all background notes, calculations, working notes, research, field logs, working copy spreadsheets, model inputs, survey notes, etc. used in generating deliverables indicated in this RFP and pertinent to the Project, so that the City has complete understanding of all details related to this Project.

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

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

D6.3 General Requirements for Drawings

- D6.3.1 Drawings shall be prepared in accordance with WWD construction drawing standards. This standard is available on the “Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards” page at https://www.winnipeg.ca/waterandwaste/dept/cad_gis.stm, specifically:
 - (a) document named “WWD CAD/GIS STANDARDS – March 2023”
- D6.3.2 Drawings shall not be prepared using the City’s GeoMedia data or Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built drawings, record drawings, aerial surveys and/or topographic surveys.
- D6.3.3 All profile components of drawings shall be in natural scale.
- D6.3.4 Upon award, Consultant shall consult with the City regarding the use of layout, title block, units, scales, lettering, fonts, dimension style, general symbols and layers for CAD drawings.
- D6.3.5 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
 - (a) show modifications to existing drawings by adjusting the existing revision number;
 - (b) drawings that are no longer in use shall be modified by marking them as obsolete;
 - (c) the consultant acknowledges that not all existing drawings are in CAD files and recreation of the drawing in CAD may be required;
 - (d) the consultant’s professionals are responsible for the content of drawings bearing their seals. If existing drawing are being modified the Consultant shall notify the Consulting Contract Administrator; and
 - (e) Limited liability clauses will not be accepted on any final drawings.
- D6.3.6 All drawings shall be submitted:
 - (a) in the WWD current version of AutoCAD and PDF format,
 - (b) in full size Mylar hard copy (only final drawings), unless otherwise specified; and
 - (c) sorted by area code, then by discipline.
- D6.3.7 The City shall provide Drawing numbers for all new Drawings that are generated. All references in the final Drawings shall reference the City’s Drawing number not the Consultant’s Drawing number.
 - (a) Drawing numbers shall be requested from the WWD Supervisor of Drafting & Graphic Services. The following information is required with the request:
 - (i) City File Number;
 - (ii) Project Name;
 - (iii) Tender Number;
 - (iv) Contract Number, and
 - (v) Individual Drawing Titles (in spreadsheet format).
- D6.3.8 Provide a cross reference on the Drawings to other associated Drawings, whether new Drawings included with this Work or the available Historical Drawings.
- D6.3.9 Drawings submitted for tender should be complete with digital stamp.
- D6.3.10 Drawing descriptions shall be generated with consideration of being searchable for use by plant staff. Equipment identifiers and consistent naming of equipment and processes shall be used.

- D6.3.11 Draft Drawings shall be submitted in PDF format. The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.3.12 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.3.13 Consultant shall provide as part of each drawing submission, a complete index of drawings in Microsoft Excel (XLS) format. The index shall have filters enabled to facilitate retrieval of information and shall include the following.
- (a) area code;
 - (b) process code;
 - (c) discipline;
 - (d) drawing title; and
 - (e) drawing number
- D6.3.14 To prevent duplication of existing drawing numbers, Consultant shall request the drawing starting number for each area code and discipline from the Consulting Contract Administrator.
- D6.3.15 All drawings shall be submitted in AutoCAD format version 2019 and in A1 hard copy format, unless otherwise specified.
- D6.3.16 Draft drawings to be submitted to the City for review and comment. Comments shall be reviewed and incorporated into the final drawings, as applicable.
- D6.4 General Requirements for Preliminary Design Report
- D6.4.1 The City requires a Preliminary Design Report to be prepared as part of the Consultant's Scope of Services. The report shall include sufficient evaluation documentation, including but not limited to:
- (a) Background Information
 - (b) Design Criteria
 - (c) Equipment Description and Comparison of Technologies
 - (d) Sections for each Discipline
 - (e) Condition Assessments
 - (f) Inspection Reports
 - (g) Recommendations
 - (h) Conclusions
 - (i) Specifications and Drawings (as required)
 - (j) Schedules (as required)
 - (k) Cost Estimates
 - (l) Approvals Requirements
 - (m) Construction Sequencing and Staging
 - (n) Demolition Plan
- D6.5 General Requirements for Cost Estimates
- D6.5.1 Submit all cost estimates using the latest version of the City's Basis of Estimate (BoE) template.
- D6.5.2 Cost estimates shall be in accordance with the appropriate City customized Class of Estimate (CoE) template based on AACE International Recommended Practice(s).
- D6.5.3 City BoE and CoE templates are available on the City Asset Management Program page at The City of Winnipeg, Corporate Finance, Infrastructure Planning Division website:

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

D6.6 General Requirements for Photographs

- D6.6.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
 - (b) location and orientation where the photograph was taken; and
 - (c) a brief description of what is depicted by the photograph.
- D6.6.2 All photographs submitted to the City as part of the Project shall have the date and time stamped on the photograph.
- D6.6.3 All photograph files submitted to the City as part of the Project shall be named starting with a date stamp in the format YYYYMMDD.

D6.7 General Requirements for Meetings

- D6.7.1 Various project meetings will be required throughout the Project in order to track the consultant's progress, review the project work plan, address Project issues and allow for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate in their Proposal Submission, locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities.
- D6.7.2 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
- D6.7.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the City's Consulting Contract Administrator within five (5) Business Days.
- D6.7.4 Schedule and chair Project meetings as listed in D8.
- D6.7.5 Mandatory meetings to be attended by the Consultant's Project Manager and any relevant Key Personnel required for specific discussion topics are as follows:
- (a) Project Kickoff Meeting (All Key Personnel required);
 - (b) Monthly Progress Meetings (Project Manager and any leads based on topics in Agenda); and
 - (c) Formal Design Review Meetings at conceptual design, and preliminary design (All Key Personnel required).
- D6.7.6 All in-person Project related meetings will be held at the WEWPCC as much as possible for input or feedback from WEWPCC plant staff.
- D6.7.7 Remote Meetings
- (a) Informal meetings can be held remotely with Microsoft teams or similar software.
 - (b) Meetings may be held remotely with the Consulting Contract Administrator's approval.

D6.8 General Requirements for Additional Work Allowance

- D6.8.1 The general requirements for the Additional Work Allowance are as follows:
- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
 - (b) If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D6.1.3 and B11.

- (c) The Consultant shall apply a maximum of ten (10) percent markup on all work performed by a subcontractor. The mark-up shall be included in the Additional Work Allowance.
- (d) Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- (e) The Contract price will be adjusted by written order to provide for a difference between the amount of the Additional Work Allowance and the actual cost of the work.
- (f) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Additional Work Allowance.

D7. SCOPE OF SERVICES

- D7.1 The Services required under this Contract shall consist of professional consulting engineering services for preliminary design of WEWPCC screening and grit removal improvements and miscellaneous works in accordance with the following:
- (a) Project Management in accordance with D8;
 - (b) Lessons Learned Review of the Screening and Grit Removal System Upgrades at SEWPCC in accordance with D9;
 - (c) Conceptual Design Services in accordance with D10;
 - (d) Asset Condition and Performance Assessment in Accordance with D11; and
 - (e) Preliminary Design Services in accordance with D12.
- D7.1.2 Unless otherwise stated, the document titled "Definition of Professional Consultant Services (Consulting Engineering Services)" and attached as Appendix V shall be applicable to the provision of Professional Engineering services for this Project.
- D7.1.3 The Services required in the Contract shall be in accordance with the City's Project Management Manual and templates Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg. Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D7.2 An additional work allowance has been included in this contract as detailed in D13.
- D7.3 The Scope of Services outlined in D7 provides a brief description of the Services and is only to be considered a guideline for Proposal preparation. The Consultant is encouraged to use their initiative when developing their Proposal to refine the Scope of Services activities and propose additional or alternative activities which they consider appropriate or beneficial to the Project.
- D7.4 The funds available for this Contract (Phase 1 – Preliminary Design) inclusive of the Additional Work Allowance are **\$1,500,000.00** (i.e. \$1,125,000.00 for Scope of Services items D8 to D12 as well as \$375,000.00 for Additional Work Allowance per D13).

D8. PROJECT MANAGEMENT

- D8.1 Project Management General
- D8.1.1 Project Management activities required to carry out the Scope of Services will include but not limited to the following:
- (a) Directing and coordinating efforts of the Consultant team to achieve the specific Project goals and objectives and to meet all City requirements.
 - (b) Providing advice, engineering services, consultation and oversight with respect to the Scope of Services.

- D8.1.2 Submissions shall be made to the Consulting Contract Administrator at stages referred to in D7 Scope of Services.
- D8.1.3 Documents to be presented or reviewed in a meeting or workshop shall be issued a minimum of five (5) Business Days prior to the event.
- D8.1.4 For any document, the City requires a minimum of ten (10) Business Days for review or approval, unless otherwise noted in the Contract.
- D8.1.5 Provide adequate notice (at least seven (5) Business Days) prior to any Site visit or investigation or work that will require assistance from City personnel.
- D8.1.6 Carry out other project management activities as required.
- D8.2 Project Management Plan
- D8.2.1 Create and submit a project management plan no later than twenty (20) Business Days after Project Award. The project management plan shall include but not be limited to:
- (a) Scope and Schedule
 - (i) Include the schedule information required in B13.
 - (ii) Provide a deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, deliverables, etc.).
 - (iii) Provide a Project Schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) The City's Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
 - (b) Budget
 - (i) Include the information required in B9.
 - (c) Quality Management System
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - ◆ Field surveying procedures and controls, including condition assessments
 - ◆ Data review, verification, and validation
 - ◆ City reviews
 - ◆ Corrective action process
 - ◆ Quality assurance and control plan. Establish appropriate levels of review and approvals for all Project Deliverables.
 - (d) Human Resources
 - (i) Describe the team organizational and management approach.
 - (ii) Include an organization chart.
 - (e) Communication
 - (i) Describe communication interfaces (organization, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
 - (f) Change Management Plan
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
 - (g) Stakeholder Assessment and Communication Plan

- (i) Develop a Stakeholder Assessment and Communications Plan. The Stakeholder Assessment shall identify stakeholder, interest and expectations, importance and influence, assessment of impact, strategies for gaining support or reducing impact. The Communication Plan shall identify stakeholder, objective, messages, timing/frequency, delivery method/media type, by who, and feedback mechanism.
- (h) Risk Management Plan
 - (i) Develop a risk management plan to manage uncertainty that may impact the project objectives. Including, identifying risk events and their cause, outcome, degree of certainty, degree of impact on Project objectives, severity of risk, response/action(s) to be undertaken, mitigation or contingency plan and associated costs to manage risks.
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>.
 - (iii) The Plan will explain the approach to communication related to risk and how it will ensure mitigations and contingency plans are implemented and reviewed throughout the project.
 - (iv) Outline process for updating the risk management plan in various phases of the Project.

D8.2.2 General Requirements for Risk Management

- (a) The Consultant shall explain in their proposal how they will manage risk from award of this RFP until completion of the preliminary design, and include the development and maintenance of a project risk register.
- (b) The Consultant shall be required to maintain a risk register during the design phase, as part of their risk management approach.
- (c) The consultant will facilitate two (2) Risk Review Workshops with the WSTP team. Allow for three (3) hours for each risk workshop. At a minimum, all Key Personnel, the WSTP Team, and other City selected stakeholders shall participate in the risk workshops.
 - (i) At the beginning of the assignment but after review of all relevant drawings and documents outlined in D5.
 - (ii) Prior to completion of the Preliminary Design Phase.
- (d) The Consultant shall integrate all City approved risk mitigations and recommendations into the execution of the Project.
 - (i) The Consultant shall take ownership of all risks that are designated under the Consultant's responsibility.
- (e) The Consultant and the WSTP Team shall work together to update the risk register / Risk Management Plan (RMP) during the design phase of the Project.
 - (i) The Consultant shall be responsible for notifying the Consulting Contract Administrator of any potential changes to the existing risk register / RMP or any new threats and opportunities identified.
 - (ii) The Consultant shall incorporate changes to the individual risk items into the monthly project progress reports.
- (f) Review the risk register / RMP and provide comments on any risks or proposed mitigations which may not be complete or appropriately identified.
- (g) Ensure that all risk register / RMP mitigation measures are consistent with the Detailed Design and Specification Development deliverables.
- (h) The Consultant shall draft the "Risk Identification Checklist" template prior to the first risk workshop and update the document again at completion of the second workshop.

- (i) The Consultant shall record and issue meeting minutes for each of the two formal risk workshops. Discussions regarding risks at regular progress meetings throughout the project will also be included in the respective meeting minutes.
- (j) The Consultant shall draft the "Risk Management Plan" template during the first workshop, and update same at completion of the first, and second workshop.

D8.3 Consultant Progress Report

- D8.3.1 Issue Consultant Progress Reports monthly after the Project Kickoff Meeting up to the completion of the preliminary design, a minimum of two (2) Business Days prior to the Monthly Progress Meetings.
- D8.3.2 The initial progress report will include development of the performance measurement baseline schedule for each task/activity and specific deliverables. Reporting will be completed in a format consistent with the Consultants work breakdown structure (WBS) and be reconcilable with the monthly accounting and invoicing system.
- D8.3.3 Progress reports will include the following minimum requirements;
 - (a) Work carried out in the previous month;
 - (b) Work in progress;
 - (c) Work anticipated for the following month, including projected person-hours;
 - (d) Percentage completion of each task and the overall Project;
 - (e) Information requests for the following month;
 - (f) Problems/issues update including description of the issue and proposed method of resolution;
 - (g) Schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
 - (h) Any modifications to the Project Management Plan;
 - (i) Budget and actual cost for completed tasks and projected cost for planned tasks;
 - (j) Earned value analysis;
 - (k) Description, action, and mitigation of extreme and high risk(s); and
 - (l) Risk register.
- D8.3.4 Consultant Progress Reports will be coordinated so as to be incorporated as part of the monthly progress meetings.
- D8.3.5 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>.
- D8.3.6 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.
- D8.3.7 Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.

D8.4 Project Management Meetings

- D8.4.1 Coordinate regular monthly progress meetings, and provide minutes. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project, review the Deliverables, and to discuss other project management issues.
 - (a) The meeting minutes template is available on the City of Winnipeg Documents for City Asset Management Program website <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
 - (b) If critical design dates outlined in the project schedule are not achieved during the design stages, regular project meeting frequency shall increase to every two weeks

until the design stage is complete. No additional fees will be contemplated for additional meetings.

- (c) The frequency of meetings may vary based upon the level of project activity.

D8.4.2 Conduct informal weekly update meetings with the Consulting Contract Administrator.

D8.4.3 The Consultant shall schedule and chair meetings with the WSTP Team at the following stages:

- (a) Project kickoff meeting with the WSTP Team after award of the Project to review scope of work, introduce the Project team, outline Project expectations, discuss the Consultant's general strategy for completing the Project including the need for any additional condition assessment activities.
- (b) Lessons Learned Review Meetings with SEWPCC operations and WSTP team.
- (c) Risk Review Workshops as outlined in D8.2.2(c) (2 workshops)
- (d) Condition Assessment Pre-inspection Meeting.
- (e) Condition Assessment Review Meetings (2 meetings).
- (f) Value Engineering Workshop (as required).
- (g) Upon completion of the Conceptual Design.
- (h) CHAIR-1 Workshop as outlined in D12.14.
- (i) Upon completion of the Preliminary Design.
- (j) Any other workshops and meetings required to deliver the Scope of Services of this project but not outlined in the RFP.

D8.4.4 Additional meetings between the Consultant, the City Consulting Contract Administrator and/or the WSTP Team may be required in the event of outstanding issues between the Consultant and the City regarding any Project Deliverables.

D8.5 Project Management Deliverables

- (a) Project Management Plan within twenty (20) Business Days after project award.
- (b) Progress Reports
- (c) Meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes.
- (d) Risk Management Plan & Risk Register as stated in D8.2.2.
- (e) Safe Work Plans in accordance with D17.

D9. LESSONS LEARNED REVIEW OF THE SCREENING AND GRIT REMOVAL SYSTEM UPGRADES AT SEWPCC

D9.1 The screening system at SEWPCC has been upgraded from 12 mm bar screens to 6 mm perforated plate belt filter screens. Two hydraulically induced vortex grit chambers have also been added to the unit processes.

D9.2 The purpose is to learn lessons from problems encountered during the screening and grit removal system upgrades at SEWPCC. The WSTP Team would like to plan and prevent the reoccurrence of the problems at SEWPCC.

D9.3 The lessons learned review includes, but not limited to:

- (a) Conduct and chair a lessons learned meeting with SEWPCC Operations and provide meeting minutes.
 - (i) This meeting will be held onsite at SEWPCC – 100 Ed Spencer Drive.
- (b) The purpose of this lessons learned meeting is to discuss the following:
 - (i) Operational successes
 - (ii) Operational problems
 - (iii) Current equipment operating performance

- Influent Screening
 - Vortex Grit Removal System
 - Washer Compactors
 - Grit and Screening Disposal Bins
 - Automatic Strainers
 - (iv) Maintenance history and reports
 - OWAM maintenance history
 - Contract 4 (Tender 976-2016) – Asset maintenance information
 - (v) Equipment Delivery Times
 - (c) A site visit at SEWPCC will be required to review:
 - (i) Screen installation and technologies
 - (ii) Grit process equipment
 - (d) To access the SEWPCC site, site safety orientations and WHMIS training will be required.
 - (i) Allow for 1 hour of SEWPCC site safety training.
- D9.4 Additional follow up lessons learned meetings may be required and can be held with Microsoft Teams (MS Teams).
- D9.5 Deliverables
- (a) A Lessons Learned technical memorandum is required and can be included in the Conceptual Design Report (CDR) or submitted separately as a stand-alone document. The TM is to review technologies used at SEWPCC and provide recommendations on using similar technologies at WEWPCC, and how the lessons learned can be incorporated into this project.

D10. CONCEPTUAL DESIGN SERVICES

- D10.1 The City requires a Conceptual Design Report (CDR) to be prepared as part of the Consultant Scope of Services. The report shall include sufficient evaluation documentation, included but not limited to:
- (a) Background information review
 - (b) Design criteria
 - (i) See Level of Service targets identified in D10.4.
 - (c) Review of options and comparison of technologies
 - (i) Based on the design criteria and level of service, the Consultant shall review if new infrastructure such as buildings, tankage, channels, etc. is required.
 - (ii) The impact of the proposed options on the existing plant hydraulic profile needs to be reviewed.
 - (d) Value Engineering, as identified in D10.5.
 - (e) Recommendations
- D10.2 Conduct a detailed Site investigation to verify existing drawings and documentation and to be familiar with the WEWPCC Facility and the screening and grit process systems.
- D10.3 Design Considerations
- (a) Reusing & repurposing of existing headworks facility as much as feasible.
 - (b) Using existing units (e.g. vortex grit chambers) as standbys of the new units.
 - (c) The design for the screening and grit removal system replacement must work within the existing hydraulic constraints of the treatment process.
 - (d) Minimize service disruption during construction and commissioning.

- (e) Consider the benefits of proposing common screening and grit removal solutions to those used at the SEWPCC and the NEWPCC.
- (f) Review available screening and grit removal technologies and provide recommendation to the City for improvements at the WEWPCC facility.
- (g) Investigate feasibility of installing new screens inside the existing screening channels and new conveyors and washers/compactors inside the existing facility, and if infeasible, provide a design for installation of new equipment at a new adjacent building.
- (h) Review pros and cons of using the third screen channel (which is not in use) and consider the impacts of the third screen on the long-term upgrade path for the facility.
- (i) Develop a plan regarding screen replacement sequence and handling of plant flows during construction (if applicable).
- (j) Investigate feasibility of refurbishing / modifying the existing grit removal system within the existing facility and if infeasible, provide a design for installation of new equipment at a new adjacent building.
- (k) If new technologies are recommended, provide specifics and similar projects.

D10.4 Level of Service Targets

- (a) Design for screening system at WEWPCC to receive raw sewage (including any return flows) and remove debris with an effective size of 6 mm and larger.
- (b) Design for grit removal at WEWPCC such that the grit removal system has the ability to capture and retain 95% of WEWPCC raw sewage grit that are 75 microns (μm) and larger under average flow conditions (at the minimum).

D10.5 Value Engineering

D10.5.1 General Concepts

- (a) The goal of the Value Engineering will be to provide an organized effort to analyze Project concepts, critical features, function(s) of systems, equipment, facilities and services for the purpose of achieving the essential functions at the lowest life-cycle cost, consistent with required performance, reliability, quality and safety.
- (b) The organization and deliverables for Value Engineering for this Project are intended to be implemented in a manner and scale appropriate for the size of the Project. Thus, for this Project it is expected that the Value Engineering phase will be based upon the ideas generated by screening and grit removal projects at SEWPCC and NEWPCC.
- (c) The Value Engineering Phase will be led by the Consultant; and the results will be included in the Conceptual Design Report.
- (d) The scope of value engineering is expected to focus on, but is not limited to, the following:
 - (i) Equipment and material selection
 - (ii) Layout and general arrangements, process flow diagrams
 - (iii) Constructability and phasing of work
 - (iv) Minimization of operational impact

D10.5.2 The Value Engineering section in the CDR to the City, shall include the following for each idea:

- (i) Analysis of benefits and disadvantages
- (ii) Construction cost/savings estimate
- (iii) 25 Year life-cycle cost estimate
- (iv) Schedule implications
- (v) An assessment of the risks (i.e. opportunities and threats)
- (vi) Class 4 cost estimate using City BoE template

- D10.5.3 The Value Engineering workshop with the WSTP Team should be completed before the Conceptual Design review meeting and be clearly identified in the project schedule.
- D10.5.4 Value Engineering Register Template and Record Form can be found in Appendices W and X.
- D10.6 In the early stages of the Conceptual Design, the Consultant is to determine if the project can benefit from a Grit Characterization Study (similar to the study performed at NEWPCC, and referenced in Appendix A) considering the type of sewer system, contemplated technology and input from manufacturers. Should the Grit Characterization Study be required, all fees associated with engineering and implementation will be paid from the Additional Work Allowance.
- D10.7 The Consultant shall submit a draft copy of the CDR to the Consulting Contract Administrator ten (10) Business Days prior to the Conceptual Design review meeting scheduled by the Consulting Contract Administrator.
- D10.8 The Consultant shall present and discuss their recommendations at the review meeting with the WSTP Team upon completion and provision of the draft CDR.
- D10.9 The Consultant shall submit the final CDR after incorporating City review comments, or comments that may arise during the conceptual design review meeting.
- D10.10 The Consultant must not proceed to preliminary design without obtaining the City Consulting Contract Administrator's direction.
- D10.11 Deliverables
- (a) Conceptual Design Report

D11. ASSET CONDITION AND PERFORMANCE ASSESSMENT

D11.1 Background

- D11.1.1 A study is needed to assess the condition / performance of the following assets, and provide recommendations to modify, refurbish, and/or replace them. The objective is to bring the assets to a condition where the City can expect 25+ years service from them.
- (a) Secondary Penthouse HVAC
 - (b) Flushing Water Intake Piping
- D11.1.2 The Secondary Clarifiers 1 & 2 Penthouse which houses two make-up air units, MUA S600 and MUA S650, was constructed in 2011. The original design consisted four outside air intake louvers to supply air to the penthouse. The openings are currently covered with Styrofoam insulation sheets and air filters to prevent bugs and snow from entering the penthouse. Although all openings are covered, severe frost accumulates all over the room (e.g. steel joists, and bridges) and the HVAC units during cold months resulting in severe water accumulation on the floor when melted (Videos are available and will be provided upon request). The penthouse is over the secondary electrical room, and the water leakage through the floor can potentially damage the 600V electrical panels located below in the secondary electrical room. If uncovered, snow drifts would pile up to one meter (1 m) into the middle of the penthouse preventing the Operators from normal maintenance during the winter, and bugs would clog the dedicated air filters on the MUA units during the warmer months. The penthouse is not insulated, and the installed natural gas infrared heater (Superior Radiant Products – GR45) cannot prevent frost during the winter.
- D11.1.3 The Flushing Water is supplied from the Secondary Effluent Channel and is distributed to the unit processes via three pumps. The distribution lines downstream of the pumps were upgrades in 2016. The Flushing Water Intake Pipe system consists of a 250 mm intake pipe and two 150 mm and one 100 mm pump suction pipes and the associated appurtenances. There is also an Emergency Water Pump for fire fighting purposes, with 350 mm suction line branching off the intake pipe, and 250 mm discharge line.

D11.2 General Requirements

- D11.2.1 The City requires individual condition assessment technical memorandums (TMs) for each asset as well as a final consolidated report, including TMs as appendices, to be prepared as part of the Consultant's Scope of Services. The technical memorandums and reports shall include sufficient evaluation documentation, including but not limited to:
- (a) Background information review including drawings, reports, and O&M manuals
 - (b) Condition assessments
 - (c) Conducted inspections and tests
 - (d) Expected Remaining Useful Life (RUL) of the assets at the current level of service
 - (e) Photos describing the assessment process, and the associated issues
 - (f) Development of solutions
 - (g) Recommendations for repair, replacement, or rehabilitation, and strategies to achieve them
 - (h) Conclusions
 - (i) AutoCAD drawings, specifications, and details, as required
 - (j) Schedules (as required)
 - (k) AACE Class 4 Cost Estimates
- D11.2.2 Consultant should plan to conduct condition assessments early on in this project in such a way that the outcome of the asset condition / performance assessment reports can be carried throughout the preliminary design phase.
- D11.2.3 Preliminary design work associated with the outcomes of the Performance Assessment of the Secondary Penthouse HVAC and Condition Assessment of Flushing Water Intake Piping will be paid from the Additional Work Allowance.
- D11.2.4 The Consultant shall submit a draft copy of each TM to the Consulting Contract Administrator ten (10) Business Days prior to the review meeting scheduled by the Consulting Contract Administrator.
- D11.2.5 The Consultant shall submit the final TMs after incorporating City review comments, or comments that may arise during the review meeting.
- ## D11.3 Performance Assessment of Secondary Penthouse HVAC
- D11.3.1 The Consultant shall carry out a condition assessment of the Secondary Penthouse HVAC system to address issues with regard to the entrance of bugs and snow to the building, and the capacity of the heater.
- D11.3.2 The Consultant shall review all pertinent background information including, but not limited to, drawings, previous bid opportunities, tenders, reports, technical memorandums, and WEWPCC plant operating and maintenance manuals.
- D11.3.3 The Consultant shall conduct a detailed site investigation to familiarize themselves with the scope of work, verify existing drawings and documentation, and to plan for conducting the condition assessment.
- D11.3.4 The Consultant shall interview the WEWPCC Operations to inquire about the issues associated with this task.
- D11.3.5 The Consultant shall submit the findings in a technical memorandum in accordance with D11.2.1.
- ## D11.4 Condition Assessment of Flushing Water Intake Piping

- D11.4.1 The Consultant shall carry out a condition assessment of the flushing water intake pipe system with regard to corrosion. Refer to D11.1.3 and Drawing 1-0103S-P0026-001 on which the work extent is shown.
- D11.4.2 The Consultant shall review all pertinent background information including, but not limited to, drawings, previous relevant bid opportunities, tenders, reports, technical memorandums, and WEWPCC plant operating and maintenance manuals.
- (a) A corrosion engineering assessment of the Flushing Water Piping can be found in Appendix A.
- D11.4.3 The additional work allowance outlined in B9.3 and D13 is to be used for the pipe inspection services using Non-Destructive Testing (NDT), and pipe corrosion analysis.
- D11.4.4 The NDT technique for straight sections is expected to be Bracelet Probe followed up with Spot Ultrasonic Thickness Gauging in thin locations. For the Heat Affected Zones (HAZ), Phased Array Ultrasonic Testing can be used for detecting corrosion, followed by Spot Ultrasonic Thickness Gauging to measure the depth. However, the Consultant shall advise on the suitability of these techniques for this application and consider other appropriate NDT techniques and provide recommendations before NDT is conducted.
- D11.4.5 To conduct the pipe inspection services, the Consultant will prepare a concise scope of work and cost proposal in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval. No additional work shall start prior to written approval from the Consulting Contract Administrator.
- D11.4.6 The Consultant shall consider shutdown and access constraints during flushing water intake pipe inspection.
- D11.4.7 The pipe inspection is to be conducted after the pre-inspection meeting with all stakeholders including the Consultant, Pipe Inspection Contractor, and the City.
- D11.4.8 The Consultant shall conduct a detailed site investigation to familiarize themselves with the scope of work, verify existing drawings and documentation, and to plan for conducting the condition assessment.
- D11.4.9 The Consultant shall interview the WEWPCC Operations to inquire about the issues associated with this task.
- D11.4.10 The Consultant shall submit the findings in a technical memorandum in accordance with D11.2.1.
- D11.5 Deliverables
- (a) Performance Assessment of Secondary Penthouse HVAC Technical Memorandum
- (b) Condition Assessment of Flushing Water Intake Piping Technical Memorandum

D12. PRELIMINARY DESIGN SERVICES

- D12.1 Carry out preliminary design in accordance with Appendix V - Definition of Professional Consultant Services (Consulting Engineering Services).
- D12.2 The development of the Preliminary Design shall be based upon the final Conceptual Design deliverables and recommendations.
- D12.2.1 Recommended works from D11 will be carried into Preliminary Design with the City approval.
- (a) Upon approval of the City, the additional services required for the recommended works, will be charged against the Additional Work Allowance outlined in B9.3 and D13.
- D12.3 The objective of the Preliminary Design is to improve all assets associated with the Scope of Services so that the City can expect 25+ years service from them.

- D12.4 The purpose of the Preliminary Design is to define in more detail the recommended process configuration outlined in the Conceptual Design. In particular, details relating to the general arrangement of the processes along with structural, mechanical, electrical, instrumentation and controls, siteworks, and geotechnical details need to be developed.
- D12.5 Where necessary, conduct field surveys and investigations to verify the existing conditions and to supplement all available information. Notify the City's Consulting Contract Administrator if existing conditions are found to deviate from City records.
- D12.6 Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
- D12.7 Review all pertinent background information including, but not limited to:
- (a) Drawings related to the Project;
 - (b) Past bid opportunities and tenders; as applicable;
 - (c) Past reports and technical memorandums; and
 - (d) WEWPCC plant operating and maintenance manuals as applicable.
- D12.8 Provide preliminary design for the following disciplines:
- (a) Process
 - (i) Layout drawings
 - (ii) PFD drawings
 - (iii) P&ID drawings
 - (iv) Hydraulic profile drawings & head-loss calculations
 - (v) Process plan and section drawings
 - (vi) Piping layout drawings
 - (vii) Potential tie-ins to the existing system
 - (viii) Construction Sequencing and Staging
 - (ix) Demolition Plan
 - (x) Approvals Requirements
 - (xi) Flushing water requirements
 - (b) Site Service
 - (i) Site plan drawings
 - (c) Electrical
 - (d) Structural (including Geotechnical Considerations)
 - (e) Architectural
 - (f) Mechanical Systems (including HVAC, Ventilation Requirements, Piping)
 - (i) HVAC P&ID drawing
 - (ii) HVAC plan and section layouts
 - (g) Instrumentation and Control
 - (h) Schedule and Implementation Plan
- D12.9 The preliminary design shall address technical and operational issues, reliability and safety concerns, and all current and applicable code requirements associated with the screening and grit removal systems.
- D12.10 Review Performance of Hydrogen Sulfide (H₂S) Sensor beside Screen Channel
- D12.10.1 The main process area at the upper level of the Headworks Building houses the screening and the vortex grit separators. This area and the Sludge Truck Bay are ventilated by a common system consisting of Make-up Air (MUA) Units (H-600 and H-650) and Exhaust Fans (H-630 and H-730). The Headworks is experiencing frequent activation of the

Hydrogen Sulfide (H₂S) sensor installed beside the screen channel. To prevent over-activation of the H₂S sensor, plant operators run one of the MUA units in the high rate mode, or two of them simultaneously to prevent gases in the influent channel from releasing into the main process area and to push them into the Primary Influent (PI) channel. When two MUA units are operating, there is no standby for the system.

D12.10.2 Based on the HVAC and ventilation system characteristics of the new screening and grit removal system (outcome of the Conceptual Design stage), the Consultant shall address this concern and provide a solution, and proceed with that in the preliminary design.

D12.11 Review Condition of Primary Clarifier Inlet Gates

D12.11.1 There are two inlet gates installed on the 900 mm influent pipes to the primary clarifiers, equipped with 6 hp Rotork actuators (pedestal motorized gear operator). The sluice gates are at the bottom of an approximately 8 m Primary Clarifier Distribution Box fed from vortex grit chambers. These gates were installed inside the Primary Distribution Building as part of the original plant construction circa 1993. Due to accumulation of rags and grit, the primary clarifier inlet gates were difficult to move to the fully closed position when needed. In 2023, WEWPCC staff replaced the two Rotork actuators. They also drained the Primary Clarifier Distribution Box and inspected the gates using a camera attached to a pole from the floor without entering the chamber (videos are available). The end section of the Primary Clarifier Dewatering Pump discharge pipe (goose neck below the wastewater level) at the Primary Clarifier Distribution Box is also broken.

D12.11.2 The City would like to know if these two sluice gates need replacement, and if required, use the plant shutdown opportunity during the installation of new screening and grit removal system (construction phase) to replace these two gates. At a minimum, the Consultant shall:

- (a) Review videos taken by operators during the 2023 exercise, and interview them about the operational issues to find out the root cause of the problem
- (b) Review specifications of the sluice gates
- (c) Revise the specifications for the new gates, if needed, and obtain quotes from manufactures
- (d) Include installation of new Primary Clarifier Inlet Gates in the planning, staging, and schedule of the project

D12.12 Design Considerations

- (a) The following requirements should be considered in the design of screenings and grit dewatering and washing systems:
 - (i) Collection of screenings and grit in separate bins that will be hauled off-site. The consultant will need to determine bin sizes. Bin size should be compatible with the on-going City's grit and screenings hauling contract.
 - (ii) Improvement of organics removal.
 - (iii) Minimization of water content in the screenings and grit.
 - The slump needs to be suitable for landfill disposal in accordance with environmental act licence No. 3081 R.
- (b) The pipes from the primary distribution box to the primary clarifiers do not have the capacity to accommodate maximum instantaneous flows resulting in raw wastewater bypassing the coarse screens in the headworks facility during maximum instantaneous flows. The solution to this issue needs to be investigated during preliminary design.
- (c) Automation for the new process units must work with the existing DCS and allow transition to a future PLC based automation system.
- (d) The plant is not connected to the City's potable water supply. Potable water is delivered to site by road tanker and the system is sized to meet domestic and hygiene requirements only.

- D12.13 Carry out condition assessments as required for the screening and grit removal system improvement works. This includes but is not limited to:
- (a) Electrical and Automation
 - (b) Structural and Mechanical
 - (i) Screening system: a structural condition assessment of the channel for new asset install is required.
 - (ii) Inside the grit vortex chambers the condition of the stirring mechanism and paddles is deteriorating from corrosion. The asset was installed in 1994, and is approaching end of life.
 - (i) Consultant to review part availability during preliminary design.
 - (ii) Consultant to review the need for upgrade / replacement of the grit pump piping
 - (c) Provide a technical memorandum and presentation on the condition assessments that includes the following:
 - (i) Examination approaches utilized;
 - (ii) Assumptions made;
 - (iii) Inspection and testing observations and results;
 - (iv) Conclusions; and
 - (v) Recommendations for replacements; future inspections and testing.
 - (d) The Consultant will have the option of performing this task during the Conceptual Design Stage.
- D12.14 CHAIR-1 Workshop
- (a) The Consultant shall prepare, coordinate, and facilitate a CHAIR-1 Workshop according to the CHAIR procedure outlined in Appendix E.
 - (i) It is the City's expectation that the CHAIR workshop will be facilitated by personnel intimately involved with the design preparation of the Project.
 - (ii) It is not required to bring in specific independent CHAIR expertise.
 - (b) Allow for Workshop duration to be up to three (3) hours.
 - (c) Clearly document all CHAIR-1 findings and recommendations and issue draft minutes and any applicable CHAIR templates outlined in the CHAIR procedure.
 - (d) Integrate all City approved CHAIR-1 recommendations into the Final CHAIR-1 minutes and applicable registers, forms, templates, and worksheets.
- D12.15 Geotechnical Investigation
- (a) A recommendation for new construction may necessitate geotechnical investigation at proposed locations.
 - (b) If approved by the Consulting Contract Administrator, the additional work allowance outlined in B9.3 and D13 is to be used for geotechnical investigation including but not limited to:
 - (i) Geotechnical and hydrogeological investigations to characterize the geotechnical and hydrogeological conditions of the Project area. This information will be used by the Consultant to provide geotechnical and hydrogeological design for the Project;
 - (ii) Procurement of a drilling contractor;
 - (iii) Verifying the drilling contractor has all necessary utility locates and work permits;
 - (iv) Supervision of the investigation activities by qualified personnel;
 - (v) Collection and testing of samples;
 - (vi) Groundwater monitoring; and
 - (vii) Other applicable geotechnical and hydrogeological investigation necessary for the project.
- D12.16 Provide a preliminary level critical path schedule from Detailed Design to Turnover.

- (a) The level of detail shall be such that it clearly conveys the significant activities related to the various Project components with their inter-dependencies.
- (b) The breakdown of the work shall be into logical phases to accommodate sewage treatment plant operations.
- (c) The schedule shall be configured suitable for use by Microsoft Project 2019.
- (d) Indicate deliverables and milestones.
- (e) Indicate sequence of construction, process shutdown schedules, including magnitude and duration, and Manitoba Conservation notification requirements, if applicable.
- (f) Indicate commissioning and training requirements.
- (g) Identify site constraints and develop installation strategies considering:
 - (i) Lead time for delivery of equipment,
 - (ii) Site access, and
 - (iii) Evaluation of overall impact on plant operations throughout construction.

D12.17 Provide a Class 3 cost estimate for the Scope of Services.

- (a) Cost shall include whole life cost (CAPEX, OPEX & NPV) including sufficient details to determine net operating and maintenance impact and incremental full-time equivalent positions required.
- (b) Costs shall be presented by area and discipline.
- (c) Costs related to the condition assessment shall be identified separately from the rest of the Scope of Services.

D12.18 The Consultant shall prepare a Preliminary Design Report (PDR) that details the preliminary design phase and includes drawings.

- (a) The report shall include the Scope of Services indicated in D7.
- (b) The Condition Assessment TMs shall be appended to the PDR and summarized within the body of the PDR.
- (c) Options considered, inspections, conclusions, recommendations shall be indicated.
- (d) Include an outline of the Project commissioning plan to provide the approach to commissioning and identify overall sequence and any constraints to commissioning that need to be addressed in the Detailed Design phase.

D12.18.1 Consultant to explore options to minimize or eliminate time the facility is reliant on a single piece of equipment. A detailed review of the equipment installation sequence is required at the Preliminary Design stage.

D12.18.2 The Consultant shall submit a draft copy of the PDR to the Consulting Contract Administrator ten (10) Business Days prior to a Preliminary Design review meeting scheduled by the Consulting Contract Administrator.

D12.18.3 The Consultant shall submit the final PDR after incorporating City review comments, or comments that may arise during the preliminary design review meeting.

D12.19 Deliverables

- (a) Preliminary Design Report
- (b) Preliminary Design Drawings
- (c) Preliminary Level Critical Path Schedules
- (d) Class 3 Cost Estimates
- (e) Condition Assessment TM per D12.13.

D12.19.1 Submit both PDF and Native Formats as well as one (1) paper copy of all deliverables pertinent to the Scope of Work of this project.

D13. ADDITIONAL WORK ALLOWANCE

- D13.1 The Additional Work Allowance indicated in B9.3 is to be used for any testing and inspection services required for asset condition / performance assessments, preliminary design work arising from the condition / performance assessments, grit characterization study (if required), geotechnical investigation, and engineering and design services that arise due to unforeseen conditions in the project.
- (a) When such work arises, the Consultant shall prepare a concise scope of work and cost proposal, following requirements as defined in D6.8, in collaboration with the Consulting Contract Administrator.
 - (b) The additional work allowances shall only be used with written permission of the Consulting Contract Administrator and formally documented in a Change in Scope of Services form in the City's Policy, Manuals and Templates located at <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>.
- D13.2 The proposal for use of the Additional Work Allowance shall be submitted to the Consulting Contract Administrator for final approval.
- D13.3 No work, arising from the additional work allowance, shall commence without the prior approval of the Consulting Contract Administrator.

D14. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D14.1 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.
- D14.1.1 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.
- D14.1.2 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.

D15. UNFAIR LABOUR PRACTICES

- D15.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D15.2 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.

- D15.3 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.).
- D15.4 Failure to provide the evidence required under D15.3, may be determined to be an event of default in accordance with C14.
- D15.5 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.
- D15.5.1 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.
- D15.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D15.5. 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

D16. AUTHORITY TO CARRY ON BUSINESS

- D16.1 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.

D17. SAFE WORK PLAN

- D17.1 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.
- D17.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D18. INSURANCE

- D18.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

- D18.2 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.
- D18.2.1 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.
- D18.3 The policies required in D18.2(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.
- D18.4 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 D18.2(a) and D18.2(b).
- D18.5 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 D18.2(a) and D18.2(c).
- D18.6 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 D18.9.
- D18.7 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.
- D18.8 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.
- D18.9 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

D19. COMMENCEMENT

- D19.1 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.
- D19.2 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 D16;
 - (ii) the Safe Work Plan specified in D17; and
 - (iii) evidence of the insurance specified in D18.
 - (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 D23.1
- D19.3 The City intends to award this Contract by October 18, 2024.

D20. CRITICAL STAGES

- D20.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Completion of all Preliminary Design Services (Phase 1) including review and approval by City Consulting Contract Administrator by August 4, 2025.

D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D21.1 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.
- D21.2 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.
- D21.3 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.
- D21.4 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 D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D21.6 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

D22. INVOICES

D22.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

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

D22.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23. PAYMENT

D23.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D24. DISPUTE RESOLUTION

D24.1 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 D24.

D24.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D24.3 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.

D24.4 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.
- D24.4.1 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 kickoff meeting.
- D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D24.4.3 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.
- D24.4.4 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 D24.4.3, 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

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 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.
- D25.2 Further to D25.1, in the event that the obligations in D25 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.
- D25.3 For the purposes of D25:
- (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.
- D25.4 Modified Insurance Requirements
- D25.4.1 If not already required under the insurance requirements identified in D18, 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.
- D25.4.2 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.

D25.4.3 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.

D25.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D25.5 Indemnification By Consultant

D25.5.1 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.

D25.5.2 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;

D25.5.3 in relation to this Contract or the Work.

D25.6 Records Retention and Audits

D25.6.1 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.

D25.6.2 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 D25.6.1 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.

D25.7 Other Obligations

- D25.7.1 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.
- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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.
- D25.7.5 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.
- D25.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - APPENDICES

APPENDICES

Appendix A – Relevant Documents and Drawings

TYPE	TITLE
Report	Plant Manual, Area H – Headworks, December 2009
Report	Standard Operating Procedure, HVAC for BNR, July 2009
Report	WEWPCC HVAC Replacement, Conceptual Design Report – Final, February 2010, Alliance Engineering
Report	WEWPCC HVAC Replacement, Functional Design Report – Final, March 2010, Alliance Engineering
Report	Corrosion Engineering Assessment of Flushing Water Piping, Samples from the West End Water Pollution Control Center, Testlabs March 31, 2017
Report	NEWPCC Grit Characterization Study, AECOM, December 2019
Photos	Secondary Penthouse
Photos & Videos	Primary Clarifier Distribution Box
Drawing Package	P&ID, Process Hydraulic Profile, PFD, Headworks Plans & Sections, etc.
Relevant Documents and Drawings are available in accordance with D5.	

Appendix B – Non-Disclosure Agreement

Appendix C – WSTP Architectural Design Guideline

Appendix D – WSTP Building Mechanical Design Guideline

Appendix E – WSTP CHAIR Procedure

Appendix F – WSTP Civil Design Guideline

Appendix G – WSTP Drawing Content

Appendix H – WSTP Electrical and Instrumentation Standardization Summary

Appendix I – WSTP Electrical and Instrumentation Standardization Clauses

Appendix J – WSTP HMI Layout and Animation Plan

Appendix K – WSTP Process Mechanical Design Guideline

Appendix L – WSTP Project Document Numbering Standard

Appendix M – WSTP Structural Design Guideline

Appendix N – WSTP Wastewater Treatment Facilities Automation Design Guide

Appendix O – WWD Electrical Design Guide

Appendix P – WWD Identification Standard

Appendix Q – WWD Identification Standard Appendices

Appendix R – WWD Sewage Treatment Plant Tag Naming Standard

Appendix S – WWD Wastewater Historical Data Retention Standard

Appendix T – WWD Wastewater Services Division Environmental Preservation and Compliance

Appendix U – Guideline to Create Safety Management Documents

Appendix V – Definition of Professional Consultant Services (Consulting Engineering Services)

Appendix W – Value Engineering Record Form

Appendix X – Value Engineering Register Template