



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 755-2024**

**PROFESSIONAL CONSULTING SERVICES FOR ARMSTRONG DETAILED  
DESIGN AND CONTRACT ADMINISTRATION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR ARMSTRONG DETAILED DESIGN AND CONTRACT ADMINISTRATION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 4, 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. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the 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.
- B3.4 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.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

## **B5. ADDENDA**

B5.1 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.

B5.2 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.

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 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.

B5.5 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.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.
- (e) Form P: Person Hours in accordance with B8.2 and B8.2.3

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B6.5 Proposal format, 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.

B6.6 The Proposal shall be twenty-five (25) pages or less in total, excluding appendices.

- B6.7 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B6.7.1 Proposals will **only** be accepted electronically through MERX.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.
- B7. PROPOSAL (SECTION A)**
- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 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.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.
- B8. FEES (SECTION B)**
- B8.1 The Proposal shall include a Fixed Fee for the work phases B8.1,(a) (b), (c), (d), (e), (f) and (g) based on the requirements identified in PART D - Supplemental Conditions.
- (a) Third Party Agreements (D9);
  - (b) Detailed Design and Specification Development (D10);
  - (c) Procurement Services (D11);

- (d) Contract Administration Services (D12);
  - (e) Record Drawings (D14);
  - (f) Project Close Out Services (D15); and
  - (g) Additional Work Allowance (D16)
- B8.1.1 All Project Management work as outlined in D8 is to be appropriately included in the cost for the other phases of work.
- B8.2 The Proposal shall include a Time Based Fee schedule for the work phase B8.2 (a) based on the requirements identified in PART D - Supplemental Conditions.
- (a) Resident Services in accordance with D13;
    - (i) Time-Based Fees shall be based on on-site inspection services as described in D13.
- B8.2.1 For Proposal purposes B8.2 (a) fees shall be based on the following hours of inspection:
- (a) Contract 1 – WWS Trunk (Main Street to McPhillips) (2,000 hours)
  - (b) Contract 2 – Main Street LDS (700 hours)
  - (c) Contract 3 – Margaret Park North (500 hours)
  - (d) Contract 4 – Margaret Park South (500 hours)
  - (e) Contract 5 – Seaforth + McPhillips + Garden City Shopping Centre (500 hours)
  - (f) Contract 6 – Tanoak Park West + Salter WWS (500 hours)
  - (g) Contract 7 – Tanoak Park East (500 hours)
  - (h) Contract 8 – McGregor Bioretention / Diversion Chamber (800 hours)
- B8.2.2 The number of hours listed in B8.2.1 is to be considered for the proposal evaluation only. The City will use this number for comparing bids.
- (a) The number of hours for which payment will be made to the Proponent for resident services is to be based on contract construction plans for site occupation days and where appropriate adjusted based on the actual number of hours worked by the Proponent but will be adjusted based on the hourly rate included in the above estimates.
- B8.2.3 The Proposal should include Form P: Person Hours showing the hourly breakdown and assigned Key Personnel for each Fixed Fee item of work identified in B8.1.
- B8.2.4 The Proponent shall include an Additional Allowance of \$1,000,000 in their Proposal to be utilised as per D16, which has been included on Form B: Fees and Form P: Person Hours.
- B8.2.5 The Additional Work Allowance shall;
- (a) Be included in the calculation of total Fees proposed by the Proponent; and
  - (b) Only be used with written permission of the Consulting Contract Administrator.
- B8.2.6 There will be no fee escalation allowed for yearly adjustments, promotion, etc. The fee scale shall be fixed for the duration of the project based on the rates set in Form P: Person Hours.
- B8.2.7 The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where required for the Additional Work Allowance tasks identified in D16.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fixed Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

- B8.5 The Fee Proposal shall also include applicable disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- (a) Disbursements are to be used for the cost of any associated sampling, materials testing, drilling, hazardous materials investigation, advanced asset condition assessment (i.e. use of more complex and costly non-destructive testing technologies beyond visual inspection only).
  - (b) Disbursement to be used for Underground Structures
    - (i) All request for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Department as an allowable disbursement.
  - (c) Disbursement are to be included on Form P: Person Hours and in the calculation of total fees proposed by the Proponent.
- B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7.1 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 D29. Any such costs shall be determined in accordance with D29.

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 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 showing their ability to undertake the current work.
- (a) information submitted relating to B9.1 should be limited to a maximum of four (4) pages total for Proponent and Subconsultant.
- B9.2 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three (3) projects of similar complexity, scope and value.
    - (i) Priority in evaluation shall be given to projects of similar scope, then of similar complexity, and finally of similar value.
    - (ii) If more than three (3) projects are submitted, only the first three (3) referenced projects will be evaluated.
- B9.3 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
    - (i) include project owner, project objectives, size and other relevant information;
  - (b) role of the consultant;
  - (c) project's original consultant and total construction contract cost and final costs;
    - (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 contract 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 schedule;
  - (i) include anticipated project schedule and actual project delivery schedule, showing design separately; and
  - (ii) where the anticipated project schedule and the actual project schedule differ, the Proponent should submit an explanation.
- (e) reference information (consisting of two (2) current contact names, email addresses and telephone number contact information associated with each reference 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 information provided in the Proposal; and
  - (iii) other sources not named in the references may be contacted to verify information provided.

B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

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

B10.1.1 Include an organizational chart for the Project.

- (a) identify by name all personnel with over 5% of the total Project hours; and
- (b) clearly identify Subconsultants personnel on the organizational chart.

B10.2 The Proponent should provide details of how the Subconsultant Personnel will work with the primary consultant for the execution of the Work. This includes project management, execution of the scope, meeting schedules and deliverables submissions.

B10.3 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager;
- (b) Municipal Design Lead;
- (c) Green Infrastructure & Urban Design Lead;
- (d) Contract Administrator;
  - (i) Non-Resident;
  - (ii) Resident;
- (e) Geotechnical Lead;
- (f) Public Engagement Lead;
- (g) Hydraulic Modeling Lead; and
- (h) Other Key Personnel with over 5% of the total proposed hours.

B10.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer.

B10.4.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.

B10.5 For each person identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Project name and owner;
- (b) Description of project;
- (c) Role of the Key Personnel; and
- (d) Reference information (two (2) current names with telephone numbers and email addresses 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.

B10.5.1 If more than two (2) projects are submitted for B10.5, only the first two (2) referenced projects will be evaluated.

B10.6 For each Key Personnel identified in B10.3, provide a detailed breakdown of hours proposed in the detailed fee breakdown as requested in B8.2.3.

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 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.

B11.2 Methodology should be presented in accordance with the PART D - Supplemental Conditions.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the deliverables and the associated task requirements of the Project;
- (c) the work activities and all significant assumptions and interpretations related to the Scope of Services;
- (d) the proposed Project budget (how it is to be managed to ensure the project stays within budget);
- (e) indicating activities and services to be provided by the City;
- (f) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates at <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5> ; and;
- (g) any other issue that conveys your team's understanding of the Project requirements.

B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.

B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.8 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with PART D - Supplemental Conditions.

- (a) This percentage will be an approximation of each person's total time available spent dedicated towards the Project. It should not represent the percentage of each person's time in relation to all hours assigned to the Project.
- (b) Form P: Person Hours has included a row at the bottom of the table specifically dedicated to identify these percentages.

B11.9 The Form P: Person Hours should be broken down such that the task descriptions align with the project schedule and work breakdown structure submitted in accordance with B12.

## **B12. PROJECT SCHEDULE (SECTION F)**

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.3 Further to B12.1 and B12.2, the Proponent's schedule should also include:

- (a) the critical stages listed in D23. The Proponent should give justification in the event that the milestone dates listed in the schedule deviate;
- (b) an additional 8 weeks for the Tender award period if any anticipated construction Tender award value is more than \$10,000,000.00. The additional time is for Standing Policy Committee approval of the award report.;
- (c) future crossing, easement and land acquisition requirements;
  - (i) Note: at the time of writing this RFP, the City has initiated a rail crossing application with Canadian Pacific Kansas City (CPKC) and is currently undergoing finalization for submission. copies of the – Rail Crossing Applications will be provided in accordance with D5.3. The rail crossing is needed for the proposed McGregor Bioretention System.
- (d) City review requirements;
  - (i) Refer to D6.6.10 for the minimum timeframes for the City review of project deliverables. The minimum timeframes stipulated in D6.6.10 are not exhaustive. The Proponent shall use their judgement for estimating timeframes for all other review and approval processes.
- (e) project meeting frequencies; and
- (f) Submission dates for required deliverables.

B12.4 The Proponent will present a work breakdown structure in Form P that aligns with the project schedule showing:

- (a) the key personnel and hours assigned to each activity in the schedule; and
- (b) the total costs assigned to each activity in the schedule.

B12.5 Provide narrative that will describe how slippage in the proposed schedule will be managed and how the schedule will be re-evaluated to determine the impacts to critical paths.

## **B13. DISCLOSURE**

B13.1 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.

**B13.2 The Persons are:**

- (a) Jacobs Engineering Group Inc. (Formerly CH2MHill Ltd.)
- (b) I.D. Engineering Canada Inc.
- (c) Tetra Tech.

**B13.3 Additional Material:**

- (a) Armstrong Preliminary Design Report, Jacobs Engineering Group Inc. 2024
- (b) CSO Master Plan, Jacobs Engineering Group Inc. 2019.
  - (i) Armstrong District Plan, Jacobs Engineering Group Inc. 2019.
- (c) CSO Master Plan Preliminary Proposal, CH2MHILL Ltd. 2015.
- (d) Phase 4 of the CSO Monitoring Program Instrumentation Plan, Tetra Tech. 2013
- (e) Sewer Relief Study: Armstrong Combined Sewer District Conceptual Report, I.D. Engineering Canada Inc. 1993.

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

**B14.1** 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.

**B14.2** 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.

**B14.3** In connection with their Proposal, the Proponent 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.

- B14.4 Without limiting B14.3, 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.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B14.4 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.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B15. QUALIFICATION**

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D17).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the AMA available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 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.

B15.6 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.

#### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

#### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

#### **B19. INTERVIEWS**

B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom:  
(pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15:  
(pass/fail)
  - (c) Fees; (Section B) 20%
  - (d) Experience of Proponent and Subconsultant; (Section C) 20%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
  - (f) Project Understanding and Methodology (Section E) 30%
  - (g) Project Schedule. (Section F) 10%
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.6.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B9, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project;
  - (b) Success of the Proponent on past projects; and
  - (c) Past performance on City of Winnipeg projects, including but not limited to:
    - (i) adherence to project budget;

- (ii) adherence to project schedule;
  - (iii) quality of work; and
  - (iv) overall satisfaction with the Proponent.
- B21.8 Proponents that have not worked with the City before will be evaluated based on the information provided in response to B9.2(a).
- B21.9 Further to B21.1(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 B10 including but not limited to the following criteria:
  - (a) appropriateness of related years of experience of the Key Personnel;
  - (b) relevancy of experience of the Key Personnel; and
  - (c) appropriateness of approach to overall team formation and coordination of team members.
- B21.10 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the proposal will be rejected in accordance with B21.3.
- B21.11 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B11 including but not limited to the following criteria:
  - (a) appropriateness of the Project Management Approach;
  - (b) consistency and completeness of the Methodology;
  - (c) appropriateness of fees and/or hours assigned to individual tasks per Person;
  - (d) Proponent's understanding of the Project, including its deliverables, and constraints; and
  - (e) demonstration of insight beyond the information that was presented in this RFP.
- B21.12 Proponents that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B21.3.
- B21.13 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12 including but not limited to the following criteria:
  - (a) completeness of the Project Schedule;
  - (b) logic and sequencing of the tasks in the Project Schedule, and
  - (c) appropriateness of the timelines provided.
- B21.14 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.16 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.17 The City reserves the right to conduct an independent verification of information in the Proposal Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.



## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B22.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2024 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at their discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.7.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 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 D29 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 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.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Patrick Coote

Telephone No. 204 986-2456

Email Address: pcoote@winnipeg.ca

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

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) “**AACE**” means the Association for the Advancement of Cost Engineering;
- (b) “Class 3 Cost Estimate” means an estimate with an expected accuracy range within - 20% to +30%. This estimate is typically associated with the preliminary design level of definition;
- (c) “**CAD**” means Computer Assisted Drafting;
- (d) “**CPKC**” means Canadian Pacific Kanas City;
- (e) “**CS**” means combined sewer;
- (f) “**CSS**” means Change in Scope of Services;
- (g) “**CSD**” means combined sewer district;
- (h) “**CSO**” means combined sewer overflow;
- (i) “**CWO**” means Change Work Order;
- (j) “**DEP**” means the District Engineering Plan prepared as part of the 2019 CSO Master Plan;
- (k) “**DWF**” means dry weather flow;
- (l) “External Stakeholders” means entities that are outside of the City of Winnipeg, including but not limited to organizations, private business entities, private citizens, and/or the public at large which may be directly or indirectly impact by the findings of this project;
- (m) “**FI**” means Field Instruction;
- (n) “**FPS**” means flood pumping station;
- (o) “**GI**” means Green Infrastructure. It refers to urban sustainability infrastructure that uses natural hydrologic processes to reduce, store, or attenuate surface runoff from entering the combined or land drainage sewer systems;
- (p) “**GIS**” means Geographical Information System;
- (q) “Grey Infrastructure” means the traditional and conventional infrastructure such as sewer pipe or storage tanks;

- (r) **“HRPP”** means Heritage Resources Protection Plan;
- (s) **“HRIA”** means heritage resource impact assessments;
- (t) **“LDS”** means land drainage sewer;
- (u) **“NEWPCC”** means North End Sewage Treatment Plant;
- (v) **“North End Catchment”** means the collective sewer districts with flows that contribute to the NEWPCC for treatment;
- (w) **“PCN”** means Proposed Change Notice;
- (x) **“PDF”** means Portable Document Format electronic file;
- (y) **“PDWF”** means peak dry weather flow;
- (z) **“Professional Engineer”** means an engineer registered in the Province of Manitoba;
- (aa) **“RFI”** Request for information;
- (bb) **“RTC”** means real time control;
- (cc) **“Solution”** refers to the overall solution and its components proposed to meet specific Project design requirements, goals and objectives specified in the RFP. Solution components consist of grey, green and real time control infrastructure;
- (dd) **“SRS”** means storm relief sewer
- (ee) **“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;
- (ff) **“TM”** means Technical Memorandum;
- (gg) **“Working Group”** means the City of Winnipeg staff that are directly involved in deliverables review with the Proponent;
- (hh) **“WWD”** means City of Winnipeg’s Water and Waste Department;
- (ii) **“WWF”** means wet weather flow; and
- (jj) **“WWS”** means wastewater sewer.

#### **D4. BACKGROUND**

- D4.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D4.2 The Armstrong project study area (see Figure 1) covers approximately 860 hectares (ha) and is located in the northern section of the City's collection system, contributing to the North End Sewage Treatment Plant (NEWPCC). Several upstream separate districts contribute storm flows to the Armstrong Combined Sewer District (CSD) via interconnecting land drainage sewer (LDS) systems. Armstrong CSD is located in the northern section of the combined sewer (CS) area to the west of the Red River. The district is bounded by Leila Avenue and the Canadian Pacific Railway (CPR) Winnipeg Beach to the north, McPhillips Street to the west, King Sudbury Avenue to the south, and Main Street to the east. Armstrong district primarily includes residential area with the majority being single-family residential. The residential area is mainly located east of Sinclair Street. The district also includes commercial areas including a section of the Garden City Shopping Centre adjacent to McPhillips Street. The CPR Winnipeg Beach line passes through the southern end of Armstrong District. Salter Street, McGregor Street, McPhillips Street, and Main Street are regional transportation routes running north to south on either side of the district, with Partridge Avenue and Leila Avenue being regional routes running east to west.

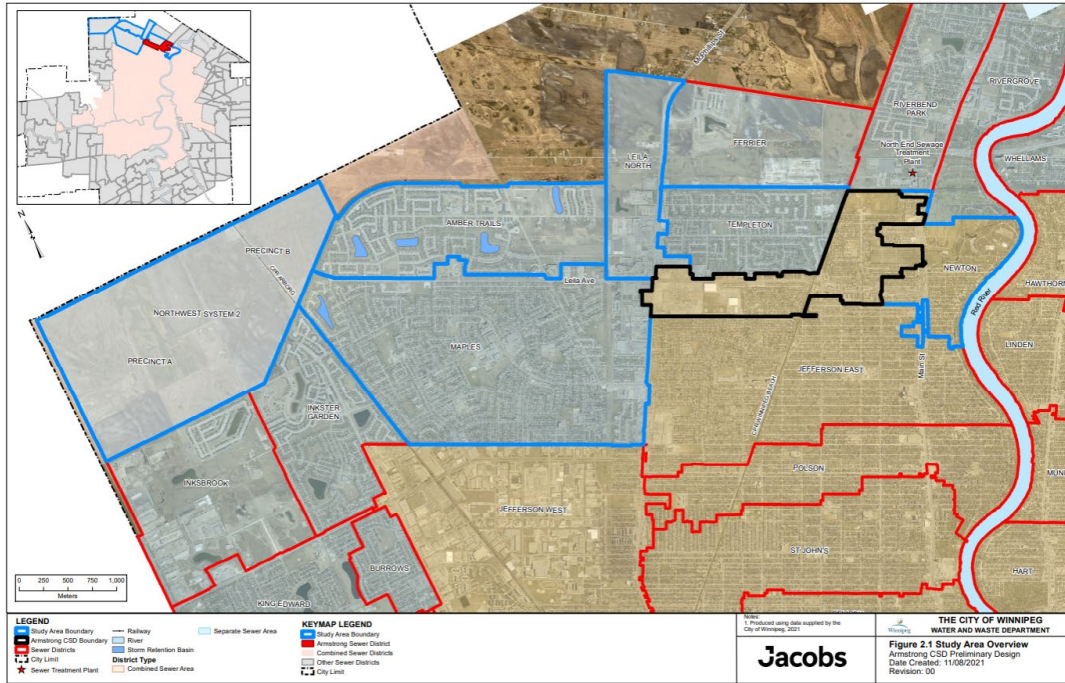


Figure1: Armstrong Project Study Area

D4.3 Armstrong district encompasses an approximate area of 151 ha based on the district boundary and includes a CS system and a storm relief sewer (SRS) system. This district does not include any areas that have separate land drainage sewer (LDS) systems. Armstrong district has approximately 24 ha of greenspace including Garden City Park, Margaret Park, and Vince Leah Park.

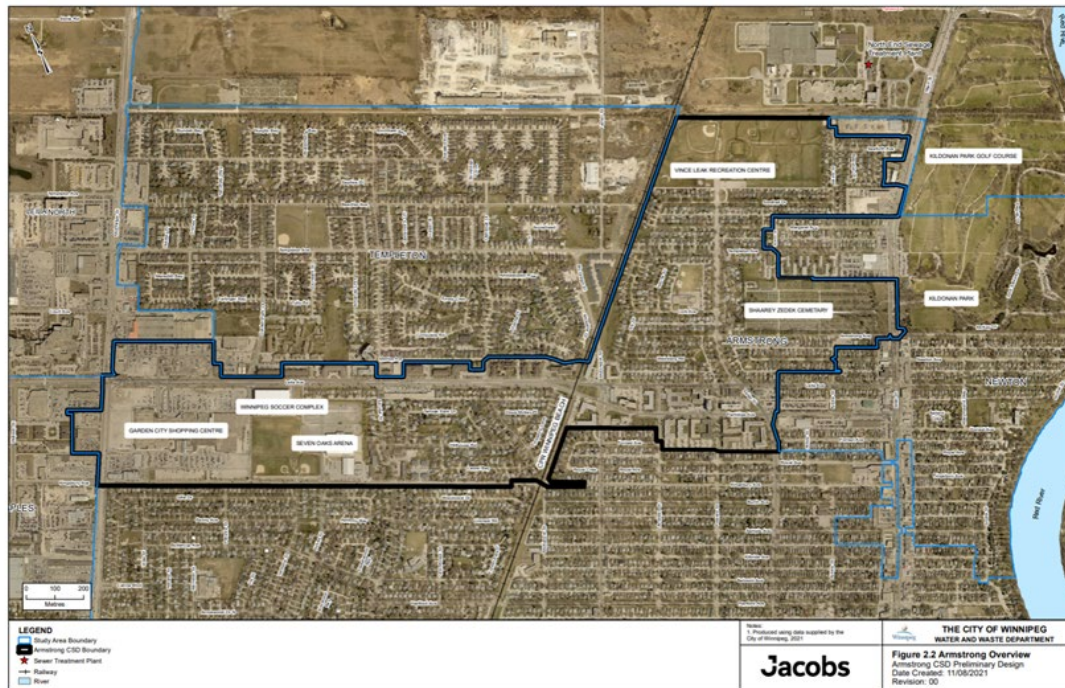


Figure2: Armstrong Combined Sewer District

- D4.4 The Armstrong Preliminary Design Report, Jacobs Engineering Group Inc. 2024 documents the data collections and assessment, establishment of design criteria, hydraulic model representation improvements, needs assessment and solution development. The proposed solution for the Armstrong CSD includes sewer separation, converting the existing 2700 mm CS trunk to an LDS, and installing a new WWS trunk. RTC options 4 and 5 were recommended for further evaluation, while GI opportunities on Leila Avenue and McGregor Street were selected for preliminary design.
- (a) The preliminary design work included CCTV, asset, impermeable area, flow monitoring and geotechnical surveys.
- D4.5 Outfall monitoring instruments have been installed to monitor and assess CSO performance at Armstrong district since 2015. The isometric drawings developed as part of the Phase 4 of the CSO Monitoring Program Instrumentation Plan (Tetra Tech, 2013) that illustrate the instrumentation locations will be provided.
- D4.6 District flow monitoring data was collected in 2016, analyzed and documented in Armstrong Combined Sewer District (CSD) Summary Report, City of Winnipeg, 2018.
- D4.7 The Sewer Relief Study: Armstrong Combined Sewer District Conceptual Report (I.D. Engineering Canada Inc, 1993) developed sewer relief options to provide a 5-year level of protection against basement flooding and alternatives to reduce CSO discharges and eliminate CSO pollutant loadings.
- D4.8 The NEWPCC which receives all wastewater from the Armstrong district, is currently undergoing major upgrades to the entire treatment plant. Once these upgrades are complete, the following pumping capacities will be provided:
- (a) Maximum pumping capacity (raw sewage): 1250ML/d
  - (b) Firm maximum pumping capacity (largest pump out of service): 1094 ML/d

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

- D5.1 The following relevant documents are available at the City of Winnipeg website at: <https://winnipeg.ca/waterandwaste/sewage/csoMasterPlan.stm#tab-documents>
- (a) Environment Act Licence No. 3042, MB Conservation and Water Stewardship 2013.
  - (b) CSO Master Plan Preliminary Proposal, CH2MHill Ltd. 2015.
  - (c) CSO Master Plan Preliminary Proposal Approval Letter, CH2MHill Ltd. 2015.
  - (d) CSO Master Plan. Jacobs Engineering Group Inc. 2019.
  - (e) CSO Master Plan
    - (i) Armstrong District Plan, Jacobs Engineering Group Inc. 2019.
  - (f) CSO Master Plan Approval Letter, MB Conservation and Climate 2019.
- D5.2 Additional relevant documents, drawings and database are available by request to the City's Consulting Contract Administrator after completion of the Non-Disclosure Agreement in Appendix A.
- D5.3 The following information will be released at the sole discretion of the City upon completion of Appendix A per D5.2:
- (a) Armstrong Preliminary Design Report, Jacobs Engineering Group Inc. 2024
  - (b) Armstrong Heritage Resource Screening Request Form, and response letter from the Government of Manitoba.
  - (c) Rail crossing agreement draft applications.
  - (d) Armstrong Combined Sewer District (CSD) Summary Report, City of Winnipeg, 2018.
  - (e) CSO Outfall Monitoring Instruments – Armstrong Isometric Drawings, Stantec. 2013.

- (f) A copy of the City InfoWorks ICM Hydraulic Model Database ('City Master Database').

## **D6. GENERAL REQUIRMENTS**

### **D6.1 General Requirements of the Consultant**

- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
  - (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
  - (b) Final design documents irrespective of the level of design shall bear an engineering's seal.
  - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.2 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.
- D6.3 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D6.4 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Consulting Contract Administrator the agencies that are being contacted prior to doing so.
- D6.5 The Consultant shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.
  - (a) Experience and qualifications as specified in B10 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.
- D6.6 General Requirements for Project Deliverables
  - D6.6.1 The Consultant should provide a Project Share Point where all collected data and project deliverables are saved.
  - D6.6.2 Deliverables Submission Requirements
    - (a) All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
      - (i) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
      - (ii) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
    - (b) All supporting documents to the deliverables shall be provided in the native file format (i.e. Microsoft Excel, CAD dwg files, GeoMedia files and etc.), with the exception of hard copies where they can be scanned and converted into an electronic format.
    - (c) All draft report deliverables shall be provided in both Microsoft Word format and in searchable PDF format.
    - (d) Comment tracking spreadsheets shall be created as part of draft document revisions and resubmissions process.

- (i) Comment tracking spreadsheet to log specific comments/edits requested by the City's working group, the Consultant's response, and City's acceptance/rejection of Consultant's response.
  - (e) Consulting Contract Administrator must give final approval that all comments have been satisfactorily answered prior to the Consultant printing paper copies.
  - (f) All final report versions shall be provided in searchable PDF format.
- D6.6.3 Two (2) paper copies, with one (1) unbound and one (1) bound shall be submitted of all documents once finalized.
- D6.6.4 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.
- D6.6.5 Draft Documents
  - (a) 60% detailed design draft documents shall be submitted to the Consulting Contract Administrator at least 10 (ten) business days prior to the formal design review meeting.
  - (b) 90% detailed design draft documents shall be submitted to the Consulting Contract Administrator at least 10 (ten) business days prior to the formal design review meeting.
- D6.6.6 Reporting will be completed in a format consistent with the Consultant's Work Breakdown Structure (WBS) and be reconcilable with the accounting and invoicing system.
- D6.6.7 Final Deliverables Submission Requirements
  - (a) Final Documents
    - (i) Final documents shall address all comments from the draft documents review.
    - (ii) Final approvals from the Consulting Contract Administrator shall be provided to ensure that all comments have been satisfactorily addressed prior to the Consultant printing paper copies.
    - (iii) Two (2) paper copies, with one (1) unbound and one (1) bound copy shall be submitted of all documents once finalized.
    - (iv) Searchable PDF copy and native file format document of all final documents shall be submitted.
- D6.6.8 The Consultant shall provide, within sixty (60) Calendar days of the provision of the final Detailed Design deliverables, electronic copies of all supporting documents pertinent to the final deliverables such that the deliverables' outcome can be reproduced.
- D6.6.9 The format of the deliverables and supporting documents should be provided in native file format.
- D6.6.10 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 B12 Project Schedule.
- D6.7 General Requirements for Drawings
  - D6.7.1 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](https://www.winnipeg.ca/waterandwaste/dept/cad_gis.stm), specifically:
    - (a) document named "WWD CAD/GIS STANDARDS (March 2023)" at [https://legacy.winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://legacy.winnipeg.ca/waterandwaste/dept/cad_gis.stm)



- D6.7.2 The proponent shall download the template files which provides the AutoCad drawing templates, line types, line color, line weight, and layering to create the WWD drawings. This
- D6.7.3 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.
- D6.7.4 All profile components of drawings shall be in natural scale.
- D6.7.5 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) a "bubble" outline is required around new work that corresponds with new drawing revisions.
  - (c) drawings that are no longer in use shall be modified by marking them as obsolete;
  - (d) the consultant acknowledges that not all existing drawings are in CAD files and recreation of the drawing in CAD may be required; and
  - (e) 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.
  - (f) Limited liability clauses will not be accepted on any final drawings.
- D6.7.6 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).
- D6.7.7 Provide a cross reference on the Drawings to other associated Drawings, whether new Drawings included with this Work or the available Historical Drawings.
- D6.7.8 Drawings submitted for tender should be complete with digital stamp.
- D6.7.9 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.7.10 All drawings shall be submitted in AutoCAD format version 2023 and in A1 hard copy format, and PDF unless otherwise specified.
- D6.7.11 Draft tender drawings to be submitted to the City for review and comment at 60% and 90% completion. Comments shall be reviewed and incorporated into the final tender Drawings, as applicable.
- D6.7.12 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) Drawing Number;
  - (b) Sheet Number;
  - (c) Revision Number;
  - (d) Drawing Title;

- (e) Date of Issue;
- (f) Type (Feeder Main, Force Main, Electrical, Mechanical, Civil etc.);
- (g) Contract Number; and
- (h) Tender Number.

#### D6.8 General Requirements for Technical Specifications

D6.8.1 The City of Winnipeg Standard Construction Specifications shall be used where applicable. The City of Winnipeg Construction Specification is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://legacy.winnipeg.ca/matmgt/Spec/Default.stm>.

#### D6.9 General Requirements for Equipment List

D6.9.1 On all draft Drawing and specification submittals, submit a draft equipment list. A sample equipment list can be found in Appendix C. The City will provide comments on the draft equipment list. Comments shall be reviewed and incorporated into the final tender submission, as applicable.

D6.9.2 Schedule a meeting with City staff to determine:

- (a) City staff training requirements for each piece of equipment;
- (b) quantities if the work requires multiples of the same equipment with the same identification;
- (c) spare parts requirements for each piece of equipment;
- (d) submittal requirements (e.g. shop drawings, operations and maintenance information, product datasheets, etc.) for each piece of equipment; and
- (e) lamicoid name and type for each piece of equipment.

#### D6.10 General Requirements for Submittal List

D6.10.1 At all draft specification submittals, submit a draft submittal list. A sample submittal list can be found in Appendix D. The City will provide comments on the draft submittal list. Comments shall be reviewed and incorporated into the final tender submission, as applicable.

#### D6.11 General Requirements for Cost Estimates

##### D6.11.1 AACE Class of Cost Estimates

- (a) Draft AACE Class 3 Cost Estimate to be submitted to the City for review and comment at 90% completion of technical specifications. Comments shall be reviewed and incorporated into the final AACE Class 3 Cost Estimate, as applicable.
- (b) AACE Class 3 Cost Estimate to include at a minimum
  - (i) A list of all assumptions and exclusions for the estimate (e.g. currency exchange rates, labour rates; project delivery method, basis for labour hours, etc.);
  - (ii) line item take-offs for equipment, materials, and rentals showing the unit price, unit labour hours, and quantities. Material costs and labour hours to be extended out based on indicated quantities;
  - (iii) assumed base labour rates;
  - (iv) general condition costs including but not limited to bonding, insurance, permits, as-builts, shop drawings, and health & safety;
  - (v) mark-ups for general contractor, division trades, and sub-trades; and
  - (vi) MRST as applicable.
- (c) Submit all cost estimates using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at The City of

Winnipeg, Corporate Finance, Infrastructure Planning Division website:  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.

#### D6.12 General Requirements for Construction Plan

- D6.12.1 Provide a construction plan which addresses the Site constraints (e.g. buried Critical Infrastructure, etc.) and details the proposed construction sequence.
- D6.12.2 The plan shall be suitable for both City and Contractor use.
- D6.12.3 The construction plan shall consist of the following sections at a minimum:
- (a) Introduction
  - (b) Construction Sequence and Schedule
  - (c) Controls to Maintain System Operations
  - (d) Temporary Construction Requirements
  - (e) Risk Analysis
- D6.12.4 For planned excavation and active sewer works, the impact of seasonal changes in soil condition and flows (for example going from winter to spring conditions) shall be documented along with any mitigations, monitoring, including established deadlines to complete works or make suitable restorations where work is not complete.
- D6.12.5 Where grout injection is to be undertaken, plans should include volume sense checks versus the volume of the annuals to be filled including oversight checks.

#### D6.13 General Requirements for Meetings

- D6.13.1 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.
- D6.13.2 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
- D6.13.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the Consulting Contract Administrator within five (5) Business Days.
- (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#6> .
- D6.13.4 Meetings may be completed, through phone or video conference, remotely using Microsoft Teams, or at the City's offices.
- D6.13.5 The primary focus of critical stage meeting is to present the completed work and provide confidence that the work to achieve that stage of the project has been successfully completed, any limitations should be covered along with rational, the level of effort to address and timeline to do so if they are limitations that can be addressed as part of the project.
- (a) Where there are City comments that warrant discussion, this should be a separate meeting or be captured during a weekly or monthly progress meeting.
- D6.13.6 Schedule and chair Project meetings as listed in D6.13.7.
- D6.13.7 Mandatory meetings listed below to be attended by the Consultant's Project Manager and any relevant Key Personnel at minimum.
- (a) Project Kickoff Meeting

- (i) This meeting will at minimum cover:
  - ◆ Project communications,
  - ◆ Project Team
  - ◆ Milestone dates,
  - ◆ Risks and Opportunities,
  - ◆ City guidelines, templates and process.
- (b) Monthly Progress Meetings
  - (i) These meetings will be completed by Microsoft Teams or similar software throughout the Project duration.
- (c) Detailed Design Progress Meetings
  - (i) Throughout the detailed design phase, meet with the City steering committee monthly to discuss progress, findings, obtain input from City personnel, and discuss design options.
  - (ii) Lead two (2) workshops with WWD operations staff, and other City departments to identify operational constraints and concerns with the planned construction.
  - (iii) Conduct meetings with the City to discuss the 60% and 90% project deliverables approximately ten (10) Business Days after the submission to the City. Topics to be discussed include but are not limited to:
    - (iv) addressing City review comments;
    - (v) anticipated construction cost;
    - (vi) anticipated constructability of the design, and
    - (vii) third party agreement status.
  - (viii) These meetings shall be shown in the Consultant's Project Schedule.
  - (ix) Additional meetings can be accommodated to suit the Consultant's requirements, and should be shown in the Consultant's Project Schedule. Formal Design Review Meetings at 60% and 90% of detailed design (Key Personnel per Tender required).
- D6.13.8 60% design review meetings per tender can be combined if appropriate, and if the project schedule allows it.
- D6.13.9 90% design review meetings per tender can be combined if appropriate, and if the project schedule allows it.
  - (i) Critical meetings
  - (ii) Risks and Opportunities Identification Meeting
  - (iii) Stakeholder Identification and Engagement Plan Meeting
- D6.13.10 The Consultant is to determine if additional meetings beyond the mandatory meetings listed above are required, they shall include these proposed meetings in their Proposal.
- D6.13.11 Meetings can be combined if appropriate, and with written authorization of the Consulting Contract Administrator.
- D6.13.12 Remote Meetings
  - (a) Informal meetings can be held remotely with Microsoft teams or similar software.
- D6.13.13 Construction Progress Meetings
  - (a) To be held bi-weekly during construction.
  - (b) A combination of remote meetings and on-site meetings will be accepted by the City.
- D6.14 City Design Standards
  - D6.14.1 The following design standards shall be used where applicable proposed solutions or where there are changes to the proposed solutions:
    - (a) WWD Electrical Design guide;

- (b) WWD Identification Standard;
  - (c) WWD HMI Layout and Animation Plan;
  - (d) WWD Wastewater Treatment Facilities Automation Design Guide;
    - (i) These design requirements will also be applied to the collections system where relevant and useful.
  - (e) WSTP Electrical and Instrumentation Standardization Summary;
    - (i) The City of Winnipeg has standardized on specific electrical and automation manufacturers. The Consultant should use standardized equipment in their preliminary design where applicable.
  - (f) Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards and templates can be found here:  
[https://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://winnipeg.ca/waterandwaste/dept/cad_gis.stm);
  - (g) Modeling Guidelines
    - (i) See Appendix F for specific modeling requirements as part of the scope of work.
  - (h) Code of Practice for the Hydraulic Modeling of Sewer Systems can be found here:  
[ciwem.org/assets/pdf/Special Interest Groups/Urban Drainage Group/Code of Practice for the Hydraulic Modelling of Ur.pdf](http://ciwem.org/assets/pdf/Special_Interest_Groups/Urban_Drainage_Group/Code_of_Practice_for_the_Hydraulic_Modelling_of_Ur.pdf)
  - (i) Wastewater flow estimation guidelines for the City can be found here:  
<https://legacy.winnipeg.ca/waterandwaste/dept/wastewaterFlow.stm>
  - (j) The City's Project Management Manual: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>
  - (k) The City's Project Management templates: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>
  - (l) The City's Investment Planning templates: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>
- D6.14.2 The Consultant shall notify the Consulting Contract Administrator of any conflict identified between the documents listed under D6.14.1 for resolution.
- D6.14.3 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the City's Consulting Contract Administrator attention for any aspect of the City's standards, manuals, guidelines or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D6.15 Detailed Design General Requirements
- D6.15.1 Provide all necessary professional services as required to review and progress the preliminary design to detailed design and develop eight tender submissions in line with the proposed Armstrong Preliminary Design contract phasing:
- (a) Contract 1 – WWS Trunk (Main Street to McPhillips)
  - (b) Contract 2 – Main Street LDS
  - (c) Contract 3 – Margaret Park North
  - (d) Contract 4 – Margaret Park South
  - (e) Contract 5 – Seaforth + McPhillips + Garden City Shopping Centre
  - (f) Contract 6 – Tanoak Park West + Salter WWS
  - (g) Contract 7 – Tanoak Park East
  - (h) Contract 8 – McGregor Bioretention / Diversion Chamber
- D6.15.2 Additional requirements are listed in D10.1
- D6.15.3 The Consultant where necessary shall obtain all necessary permits, and regulatory approvals for the proposed new infrastructure including but not limited to:

- (a) Manitoba Environment, Climate and Parks Department;
- (b) Department of Fisheries and Oceans (DFO);
- (c) Canadian Pacific Kansas City; and
- (d) Manitoba Historic Resources Branch.

D6.15.4 Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.

D6.16 General Requirements for Contract Construction Plans

- (a) Provide a construction plans that detail the proposed construction sequence, schedule, and mitigation of site constraints.
  - (i) Include the preconstruction Heritage Resource Protection Plan (HRPP) requirements into the Construction plan and schedule.
    - ◆ The Heritage Resource Screening Request Form, and the response letter from the Government of Manitoba will provided in accordance with D5.3.
- (b) The Contract Construction Plans shall clearly demonstrate how the work will be implemented while maintaining operation of the existing infrastructure.
- (c) Provide details on the concepts of how the Project will be delivered.
- (d) Include Contractor's laydown areas and construction access.
- (e) Determine construction impacts on environment and traffic, and appropriate mitigation.
- (f) Include construction sequencing with associated implementation schedule that takes into consideration.
  - (i) seasonal work,
  - (ii) potential tie-ins to the existing system,
  - (iii) commissioning,
  - (iv) critical stage dates listed in D23; and
  - (v) coordination with other projects occurring in and around the study area that might impact construction plans.
- (g) The construction plans shall be suitable for both City and Contractor use.

D6.17 General Requirements for Contract Commissioning Plans

- (a) Prepare Contract Commissioning Plans to detail the commissioning processes, roles and responsibilities, commissioning specifications and objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the contracts.
- (b) The plans should show detailed planning, lists, and schedules, not merely a high-level description of commissioning.
- (c) Clearly indicate the tasks required and the party responsible for each task.
- (d) Include all disciplines and coordination between the disciplines.
- (e) Include all pre-commissioning requirements.
- (f) Integrate a Project training plan within the Project Commissioning Plan.
- (g) The plan shall include how WWD staff shall be trained to competently operate and maintain the Project.
- (h) Details on training requirements are included in Appendix E, D6.9.2(a) and D12.2.1(t).
- (i) The Commissioning plan should speak to the Commissioning tasks listed in D12.2.1(s).

D6.18 General Requirements for Tender Packages

- (a) Detailed Tender Packages to include:
  - (i) Drawings from all disciplines;
  - (ii) Technical specifications;
  - (iii) The tender document;
  - (iv) Equipment Lists;
  - (v) Submission Lists;
  - (vi) Class 3 cost estimate;
  - (vii) Construction Schedule;
  - (viii) Construction plan;
  - (ix) Project commissioning plan;
  - (x) Applicable reference drawings of the existing site;
  - (xi) Operation and maintenance manual requirements;
  - (xii) Contractor training requirements;
  - (xiii) Contractor commissioning requirements;
  - (xiv) Detailed design notes and calculations package; and
  - (xv) Any other information required by the Contractor.
- (b) Submit one (1) electronic copy of the 60% draft Detailed Tender Package for all aspects of the work, including detailed construction drawings and technical specifications.
  - (i) The Consultant should allow for a ten (10) Business Day review period for the City to provide comments. A blackout period of December 23-January 3 will apply to the review period if applicable. This should be accounted for and shown in the proposal.
  - (ii) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
  - (iii) The electronic copies of the draft Drawings shall be submitted in PDF format.
  - (iv) Conduct a meeting to review the City's comments on the 60% draft tender documents.
- (c) Submit one (1) electronic copy of the 90% draft Detailed Tender Package for all aspects of the work, including all tender package items listed in D12.6(a) if applicable.
  - (i) The Consultant should allow for a ten (10) Business Day review period for the City to provide comments. A blackout period of December 23-January 3 will apply to the review period if applicable. This should be accounted for and shown in the proposal.
  - (ii) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
  - (iii) The electronic copies of the draft Drawings shall be submitted in PDF format.
  - (iv) Conduct a meeting to review the City's comments on the 90% draft Tender Package.
  - (v) Incorporate all City comments into the final Tender Package.

D6.19 Public engagement activities will be required to meet: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D6.20 General Requirements for Additional Work Allowance

D6.20.1 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 B10 and D6.5.

- (c) The Consultant shall apply no more than a maximum of ten (10) percent markup on all work performed by a subcontractor. The mark-up shall be included in the Additional Work Allowance.
- (d) Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- (e) The Contract price will be adjusted by written order to provide for a difference between the amount of the Additional Work Allowance and the actual cost of the work.
- (f) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Work intended is found to be more extensive than that provisioned by the Additional Work Allowance.
- (g) Where there are changes to the proposed preliminary design solutions, the Additional Work Allowance is to be utilised where appropriate.
- (h) Where additional data collection is required, the scope change shall be developed in coordination with the City to include the data collection requirements.

D6.21 Any Additional Work Allowance scope items are approved to be completed on an hourly basis utilizing Form P unless otherwise agreed. The Consultant shall submit monthly invoices for that scope of work.

D6.22 General Requirements for Invoicing

D6.22.1 Fixed Fee scope of work items as described in B8.1, excluding Project Management, shall only be invoiced on a percent complete process.

- (a) A breakdown of the work tasks items is referenced in D7.2 where each phase will be used to measure the percentage complete.
- (b) Where tasks such as Project Management appear in more than one phase of project work, the estimated level of effort shall be appropriately proportioned to the applicable phase.

## **D7. SCOPE OF SERVICES**

D7.1 The Services required under this Contract shall consist of consulting engineering design and contract administration services for in accordance with the following:

- (a) Contract 1 – WWS Trunk (Main Street to McPhillips)
- (b) Contract 2 – Main Street LDS
- (c) Contract 3 – Margaret Park North
- (d) Contract 4 – Margaret Park South
- (e) Contract 5 – Seaforth + McPhillips + Garden City Shopping Centre
- (f) Contract 6 – Tanoak Park West + Salter WWS
- (g) Contract 7 – Tanoak Park East
- (h) Contract 8 – McGregor Bioretention / Diversion Chamber

D7.1.1 Further details of contract work can be found in the Armstrong Preliminary Design Report. The preliminary design solutions are to be enhanced to a detailed design stage.

D7.1.2 The proposed Preliminary Design solutions should be reviewed and any gaps identified along with the preparation of an action plan to refine the solutions to detailed design.

D7.1.3 Rail crossing agreements shall be in place in advance of the McGregor Bioretention construction contract.

D7.2 The Services required under this Contract shall consist of the following phases and as outlined in D7:



- (a) Project Management (D8);
- (b) Third Party Agreements (D9);
- (c) Detailed Design and Specification Development (D10);
- (d) Procurement Services (D11);
- (e) Contract Administration Services - Non-Resident (D12);
- (f) Contract Administration Services – Resident (D13);
- (g) Record Drawings (D14);
- (h) Project Close Out Services (D15); and
- (i) Additional Work Allowance (D16).

D7.3 The major components of the Work identified in D7 shall form the minimum requirements and anticipated high level sequence of work. The Consultant is encouraged to review the major phases of work and provide additional information on how the work could be altered, updated, or sequenced appropriately as part of their Proposal submission.

D7.4 The Services required for this Project shall be in accordance with the City's Project Management Manual <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>. 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.

D7.5 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as Appendix B shall be applicable to the provision of Professional Engineering services for this Project.

D7.6 The funds available for this Contract are \$4,000,000.

## **D8. PROJECT MANAGEMENT**

D8.1 This Scope of Services item shall include all Project Management activities required to carry out each of the phases of work to achieve the deliverable requirements. Work under this task 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;
- (c) liaising with the Consulting Contract Administrator on a weekly basis (at a minimum) to provide Project status; and
- (d) The Project Manager will be required to provide Progress Reporting in order to track and measure schedule and cost performance for the Scope of Services.

D8.2 Create and submit a project management plan no later than twenty-eight (28) Calendar Days after Project Award. The project management plan shall include but not be limited to:

- (a) Project Scope Statement
  - (i) Describing the services, cost and time elements of the project, out of scope work, project constraints and restrictions, major assumptions, and the City's acceptance criteria for a successfully delivered project.
- (b) Project Work Plan

- (i) Outline the key deliverables including review submissions, the key activities for the deliverables, the review submission dates and the completion date for the deliverables.
  - (c) Project Schedule
    - (i) Include the information required in B12.
    - (ii) The approved schedule will be used as the Project baseline throughout the Project.
    - (iii) The Project schedule is to be updated and included with the Consultant Progress Reports indicated in D8.7(b). The updated Project schedule to include the percent of work complete for each task.
  - (d) Risk Management Plan
    - (i) Prepare a Risk Management Plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan, and associated costs to manage risks throughout the Project, using the City's spreadsheet template.
    - (ii) The City's spreadsheet template is located on the City's Asset Management Program website located at: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>.
    - (iii) The Preliminary Design Risk Management Plan has been prepared and will be provided to the Consultant.
    - (iv) The Risk Management Plan is to be updated and included with the Consultant Project Reports indicated in D8.7(b).
  - (e) Change Management
    - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
    - (ii) Maintain and regularly update PCN, CSS, RFI and decision logs.
  - (f) Quality Assurance and Control
    - (i) Establish appropriate levels of review and approvals for all Project Deliverables. Identify individuals responsible for the quality review and any independent technical reviews.
  - (g) Human Resources
    - (i) Describe the team organizational and management approach.
    - (ii) Include an organizational chart.
  - (h) Communication
    - (i) Illustrate the various stakeholders, what information needs to be communicated, the timing and delivery method of the communication, who is responsible for the communication, and the feedback mechanism.
  - (i) Project Closeout Plan
    - (i) Establish how to close phases of the Project and Project overall.
- D8.3 If there is a conflict between the project management plan required by D8.2 and the proposal, the proposal will be followed.
- D8.4 Coordinate regular project and design 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) Meetings shall be held monthly during design at minimum.
  - (b) Where there are no approved scope changes;
    - (i) 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.

- D8.5 In addition to D6.13 General Requirements for Meetings, schedule and chair the following meetings:
- (a) Rail Crossing Agreement, Active Transportation and Construction Easement Meetings;
  - (b) Meetings to present the detailed design;
  - (c) Meetings to present the, 60% and 90% draft tender documents;
  - (d) One (1) Risk and Opportunity Review Workshop meeting, prior to the posting of the first Construction Tender. The Consultant shall allow for up to three (3) hours in duration for the risk review workshop. (All key personnel required to attend)
    - (i) The Proponent shall allow for seven (7) additional one (1) hour meetings to review and update the Risk Management Plan for each additional construction tender.
  - (e) Allow for twelve (12) hours to attend Risk Management Plan meetings during the Construction at the request of the Consulting Contract Administrator. (Project Manager and Contract Administrator required to attend);
  - (f) Allow for a minimum of four (4) meetings for the implement the Stakeholder Engagement plans as described in D8.9
  - (g) Allow for a minimum of two (2) meetings for the review and collaboration with the Consulting Contract Administrator and/or the Province of Manitoba for the Heritage Resources related deliverables as described in D8.10;
  - (h) Two (2) workshops with WWD operations staff to identify operational constraints and potential construction issues/concerns;
    - (i) Each workshop will have a duration of up to two (2) hours.
  - (i) Pre-construction meetings as described in D12.2.1;
  - (j) Bi-weekly construction progress meetings as described in D13(e);
  - (k) Pre-commissioning meetings as described in D12.2.1(s);
  - (l) Training sessions as described in D12.2.1(t);
  - (m) Three (3) Record Drawing meetings as described in D14
  - (n) Project closeout meeting as described in D15; and
  - (o) Meetings to confirm and certify Substantial Performance, Total Performance / warranty period commencement, and Final Acceptance / end of warranty period.
- D8.6 Provide adequate notice (at least one (1) week) prior to any site visit or work that will require assistance from City personnel.
- D8.7 Project Management Deliverables
- (a) Project Management Plan as stated in D8.2
  - (b) Monthly Progress Reports
    - (i) Consultant Progress Reports should be issued monthly after the pre-commencement meeting up to the Total Performance of the last Construction Tender.
    - (ii) The Consultant shall prepare and submit monthly reports using the Consultant Progress Report template from the Project Management Manual. All sections within this report shall be completed. One report shall be submitted for every month. For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the Consulting Contract Administrator.
    - (iii) Progress reporting shall follow submission requirements in D6.6.
    - (iv) Submit within two (2) weeks of award the proposed progress reporting format for City review and acceptance.

- (v) Progress Report shall include the following minimum requirements:
  - ◆ Scope of Work and log of any changes through the project.
  - ◆ Financial Status; Budget and Billings, Earned Value Management, Change Management log and contingency management.
  - ◆ Schedule Tracking; baseline and progress schedule, deliverable submission table with proposed dates and updated as needed.
  - ◆ Quality Management,
  - ◆ Issues Log,
  - ◆ Risks; high level risks summary and link to latest version of the Risk Management Plan.
- (vi) Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.
- (c) Monthly meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes.

#### D8.8 Risk Management Plan

- (a) Prepare a Risk Management Plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan, and associated costs to manage risks in each of the following phases; design, construction, commissioning and turnover to the associated asset owners.
- (b) The Risk Management Plan shall include outstanding risks from the Risk Management Plan prepared in the Preliminary Design stage.
- (c) The Consultant shall ensure that all risks designated to be transferred to the Contractor are appropriately included in the Detailed Tender Package such that an effective transfer of risk occurs. Using the City's spreadsheet template located on the City's Asset Management Program website located at: Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg
- (d) The Risk Management Plan is to be updated as risk are identified and summary table included with the Consultant Monthly Progress Reports in D8.7(b).
- (e) The Consultant shall facilitate one (1) Risk and Opportunity Review Workshop Meeting to review the risks and opportunities associated with the Project with the City Working Group, prior to the posting of the first Construction Tender. The Consultant shall allow for up to three (3) hours in duration for the Meeting. All key personnel are required to attend. Additional meeting requirements are stated in D8.5.
- (f) A draft Risk Management Plan shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the Risk and Opportunity Review Workshop Meetings in advance of each contract.
- (g) The Risk Management Plan shall be revised and maintained based on the Preliminary Design Report Risk Management Plan and modified to reflect the risk associated with each contract.
  - (i) Any modifications to the template structure require approval from the Consulting Contract Administrator.

#### D8.9 Stakeholder Engagement

##### D8.9.1 Stakeholder Engagement Plan

- (a) The Preliminary Design Stakeholder Engagement Plan was developed in collaboration with input from the City Communications and Corporate Engagement during the preliminary design stage of the Project. It shall be followed, unless there are changes to the proposed solutions that warrant a change in the Stakeholder Engagement Plan, at which an update of the Plan would be required

- (b) The Stakeholder Engagement Plan shall be refined to include the timing and method of communication with the stakeholders.
- (c) The Consultant shall work collaboratively with the Consulting Contract Administrator to execute the Stakeholder Engagement Plan, including but not limited to:
  - (i) Preparing stakeholder engagement communication materials to inform and/or engage stakeholders (i.e. prepare public friendly materials to communicate with the public regarding the Project)
  - (ii) Allowing for a minimum of four (4) meetings with the City to review and finalize stakeholder engagement communication materials.
- (d) See D25 for additional public and stakeholder engagement requirements.
- (e) Any modifications to the Stakeholder Engagement Plan or the template structure shall require approval from the Consulting Contract Administrator.

**D8.10 Heritage Resource**

- (a) Prepare a Heritage Resources Protection Plan to include in planning, development and operation of the Project to minimise the risk of damage in the event heritage resources are encountered.
- (b) All heritage resources deliverables shall be completed in accordance to the Province of Manitoba's Heritage Resource Act.
- (c) Facilitate a minimum of two (2) meetings to collaborate and review the heritage resources related deliverables with the Consulting Contract Administrator, and/or Province of Manitoba.

**D9. THIRD PARTY AGREEMENTS**

- D9.1 The Consultant shall support the Consulting Contract Administrator to coordinate easements and the rail crossing agreements. The Consultant shall be responsible for the following:
- (a) Finalizing the location and alignment of the wastewater infrastructure;
  - (b) Identifying the construction easements required for the new infrastructure;
  - (c) Compiling a list of affected owners;
  - (d) Managing the rail crossing applications (on behalf of the City) to obtain the approvals from CPKC;
    - (i) The Consultant shall plan and schedule meetings based on input from the City Project team.

**D10. DETAILED DESIGN AND SPECIFICATION DEVELOPMENT SERVICES**

D10.1 Project Deliverables include but are not limited to:

- (a) Project management plan;
- (b) Monthly progress reports;
- (c) Meeting minutes;
- (d) Rail crossing agreements
- (e) Detailed design drawings;
- (f) Technical specifications;
- (g) Construction Plans
- (h) Safe work plan;
- (i) Risk Management Plan;
- (j) Class 3 cost estimates;

- (k) Change control management documents (i.e. PCN's, CWO's, FI's, RFI's and associated logs);
- (l) Asset data schedule \ asset registry;
- (m) Shop Drawings (to be provided by the Contractor and reviewed by the Consultant);
- (n) Operation and maintenance manuals (to be provided by the Contractor and reviewed by the Consultant);
- (o) Training documentation;
- (p) Record drawings;
- (q) Commissioning documentation; and
- (r) Final construction report.

#### D10.2 Detailed Design

- (a) The general requirements listed below shall apply to both detailed design and tender submissions listed in D7.1
- (b) The development of the Detailed Design shall be based upon the Preliminary Design deliverables and recommendations.
- (c) The project shall generally conform to the latest codes, standards, regulations, licences and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
- (d) The Consultant shall comply with the design standards listed in D6.14.
- (e) The Consultant shall coordinate with outside agencies and City departments external to the Water and Waste Engineering Division as required to perform the services. The Consultant shall confirm with the Consulting Contract Administrator agencies being contacted prior to doing so. This included but limited to the Department of Fisheries and Oceans, Government of Manitoba,
- (f) Collect and review all available existing information including files, reports, drawings, operations information, etc. Where necessary, conduct site investigations and meetings with the Consulting Contract Administrator and Operations staff to verify existing conditions and to supplement available information.
- (g) Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.
- (h) Communicate and coordinate with Public Works for design and implementation of traffic control requirements.
- (i) The consultant shall review actual planned development to ensure design matches the development phasing used by the developers.
  - (i) The consultant needs to consider available development plan and local water or sewer design information and account for the same as appropriate.
- (j) The Consultant shall identify all permits necessary for construction.
- (k) Organize meetings with City staff to ensure all required information, issues, and concerns are accounted for.
  - (i) Review all pertinent background information including, but not limited to:
    - ◆ Past bid opportunities and tenders; as applicable;
    - ◆ Drawings related to the Project; and
    - ◆ Past reports and TMs.

#### D10.3 Technical Specifications

- (a) The Consultant shall review with the City the special requirements for materials of construction and/or process which shall be incorporated into the technical specifications.

- (b) Draft technical specifications to be submitted to the City for review and comment at 60% and 90% completion.
  - (i) Prior to submitting the draft technical specifications, submit two representative specification sections for City review and comments. All further technical specification sections shall incorporate the City's comments.

#### D10.4 Drawing Development

- (a) Any outstanding comment from the preliminary design stage drawings should be addressed.
- (b) Drawings shall include the location and associated properties of the proposed solutions, including but not limited to lengths, slopes and invert levels of the proposed sewers, configuration of the proposed GI and RTC components.
- (c) Design 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://legacy.winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://legacy.winnipeg.ca/waterandwaste/dept/cad_gis.stm)
  - (i) Document named "WWD CAD/GIS STANDARDS (March 30, 2023).
  - (ii) Drawings should comply with City standards and contain both the City and Consultant's logos.
    - ◆ Design drawings shall be provided in conjunction with the Detailed Design Report, deliverable submissions.

#### D10.5 Cost Estimation

- (a) Basis of estimate is to be used to produce AACE Class 3 Capital Cost estimate for proposed solution with allowances for design and contract administration. The basis of estimate shall outline the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusion, exceptions, contingencies, and cost risks and opportunities.
- (b) Submit all cost estimates using the latest version of the City's Basis of Estimate template, available on the City Asset Management Program page at the City of Winnipeg, Corporate Finance, Infrastructure Planning Division website: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

### D11. PROCUREMENT SERVICES

#### D11.1 After Approval by the Consulting Contract Administrator, submit the Detailed Tender Packages to Purchasing for public bidding.

- (a) All Tender Packages shall be prepared and posted in accordance with the City of Winnipeg Purchasing Division requirements.
  - (i) the City bid submission forms, Bid Procedures, General Conditions, Supplemental Conditions which are available at <https://legacy.winnipeg.ca/matmgt/templates/>;
- (b) Coordinate review of the package with Purchasing and make changes as requested to the Tender Package.

#### D11.2 When submitting the tenders to Purchasing, send an e-mail to WWD Drafting and Graphics Supervisor with the following information:

- (a) City File Number;
- (b) Project Name;
- (c) Tender Number;
- (d) Contract Number, and
- (e) Individual Drawing Titles (in spreadsheet format).

- D11.3 Provide appropriate response to bidders and advice to the City during tender call and issue addenda to the contract documents as necessary.
- (a) Arrange for and lead bidder's site visit(s).
  - (b) Review bid submissions for completeness and prepare bid tabulations for multiple tenders.
  - (c) Review low bidder qualifications.
  - (a) Perform a complete review of the low bidder's qualification to determine if they are capable of performing the work under the terms of the contract.
- D11.4 If required, coordinate and lead a pre-award meeting with general construction contractor.
- D11.5 Complete a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Tender.
- (a) If the bids deviate more than 30% from the Class 3 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter. Submit a Letter of Recommendation, copies of the bids, a tender comparison sheet, and a tender tabulation.
- D11.6 Following tender close, submit one (1) electronic copy of the Final Detailed Tender Package including all addenda, for each contract.
- D11.7 Procurement services are required for eight (8) construction tender Contracts.

## **D12. CONTRACT ADMINISTRATION SERVICES**

- D12.1.1 General Requirements.
- (a) Administer the construction contract(s).
  - (b) Attend meetings with City staff to ensure all required information, issues, and concerns are accounted for.
  - (c) Use the appropriate City templates throughout the course of the Project. All documents can be found on the City's Infrastructure Planning Office website: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
- D12.1.2 Relevant City templates include but are not limited to:
- (a) pre-construction meeting agenda and meeting minutes;
  - (b) proposed change notice (PCN);
  - (c) PCN log;
  - (d) request for information (RFI);
  - (e) RFI log;
  - (f) field instruction;
  - (g) field instruction log;
  - (h) contract change log;
  - (i) change work order (CWO);
  - (j) decision log;
  - (k) daily construction report;
  - (l) inspection report;
  - (m) meeting minutes;
  - (n) site meeting minutes;
  - (o) Certificate of Substantial Performance;



- (p) Certificate of Total Performance; and
- (q) Certificate of Acceptance.

D12.1.3 All personnel provided by the Consultant for non-resident or resident engineering Contract Administration work shall be experienced and qualified to perform the work.

D12.1.4 The City reserves the right to withhold payment of Consultant fees for additional Contract Administration services which result out of errors or omissions in the design work prepared by the Consultant.

D12.2 Contract Administration Services (Non-Resident)

D12.2.1 Prior to construction, prepare and submit a written and photographic record of the physical condition of the work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.

- (a) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (b) Make application to public agencies for necessary authorizations and permits, prepare and submit reports and drawings thereto, and appear before the same in support of all applications.
  - (i) Coordinate with the Contractor for completion of permits, if applicable in a timely matter.
- (c) Consultation with and advice to the Department during the course of construction.
- (d) Review and accept Contractor submittals.
  - (i) The review and acceptance of Contractor submittals (i.e. shop drawings, safe work plan, etc.) shall be conducted by a Professional Engineer(s) of the appropriate discipline and any other associated or impacted disciplines.
  - (ii) Provide one comprehensive review of each submittal that the Contractor has stamped and submitted. Subsequent reviews of submittals shall be at the cost to the Contractor.
- (e) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Review acceptability of inspection and test plans from contractors, vendors or manufacturers.
- (g) Review any alternate materials or methods that may be required to progress the work. No alternates shall be approved without written authorization from the City.
- (h) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator.
- (i) Promptly prepare, certify, and submit progress estimates to the City for payment to the Contractor(s) for construction performed in accordance with the drawings and specifications.
- (j) Coordinate and prepare PCN's regarding the Contractor's scope of work as required. This may include the preparation of specifications and Drawings for the PCN.
- (k) Review extra work claims submitted by the Contractor. Provide backup material to the Consulting Contract Administrator as requested.
- (l) Prepare and process CWO's accordingly in a timely manner.
- (m) Review and respond to Contractor RFIs in a timely matter.
- (n) Prepare Contractor site instructions/clarifications/directives as required.
- (o) Interpret technical aspects of the Contract as requested by the City.

- (p) Plan, coordinate, manage and lead all shutdown and tie-in protocols, required for construction and commissioning. Prepare detailed shutdown or tie-in protocols that detail out a schedule of work, delegate responsibilities, and clearly identify all operational impacts and plans to address. Review operational and construction risks and plan risk mitigation measures as appropriate. Act as the interface between the Contractor and City during the shutdowns and tie-ins.
  - (i) Base any required construction shutdown and tie-in protocols on the procedures developed during the Detailed Design phase.
- (q) Arrange for regular job meetings (minimum one per two-week period) on/near the work site or at an agreed location throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident inspector, the Contractor, and the Department's Consulting Contract Administrator.
  - (i) The typical frequency of meetings shall be bi-weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
  - (ii) Provide minutes of all site meetings within five (5) working days of the meeting.
- (r) Monitor project progress and ensure all items of work are completed within the terms of the contract.
- (s) Commissioning Services
  - (i) Coordinate with the Installation Contractor and equipment supplier for all required site testing and commissioning services.
  - (ii) Coordinate with the Contractor to ensure appropriate measures regarding safety, health and environmental aspects are implemented throughout the commissioning activities.
  - (iii) Coordinate commissioning activities with City operations personnel as required. Ensure that City operations personnel are always aware of the current commissioning status and any upcoming operational requirements or impacts.
  - (iv) The Consultant is fully responsible for the planning and leadership of the overall commissioning activities. While the Contractor and the City team may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning work in coordination with the Contractor's schedule.
  - (v) Ensure all commissioning team members have clear definition of their role and understanding of their responsibilities.
  - (vi) Conduct pre-commissioning meetings as applicable.
  - (vii) Prepare agenda, lead and record minutes of the commissioning meetings.
  - (viii) Review all commissioning records and ensure that the overall commissioning records demonstrate compliance to the specifications and overall Project design requirements.
  - (ix) Ensure all equipment and control system settings are documented.
  - (x) Manage the commissioning documentation.
- (t) Training
  - (i) Coordinate and manage training sessions for City personnel for the operation and maintenance of new and upgraded facilities and equipment in accordance with Appendix E. This includes but is not limited to planning and scheduling of training sessions, review of training procedures and training documents prepared by the Contractor.
  - (ii) Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of four (4) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.

- (iii) The Consultant is responsible for the overall packaging and quality assurance of the training program, although delivery of selected portions may be by the Contractor or subcontractor.
- (iv) Hands-on training needs to be completed shortly after classroom training.
- (v) Training materials to be submitted to the City for review and comment prior to the on-site training.
- (vi) Coordinate to ensure video records of each unique training session are provided to the City. Ensure acceptable and uniform standard of video quality.
- (vii) Note: Simply video recording the training sessions is not considered adequate. Audio video material needs to be edited and integrated into comprehensive modules.
- (viii) The Consultant shall create online SCORM content with clear learning objectives and assessment built-in. The SCORM content shall be compatible with OCMS (WWS learning management system).
- (ix) SCORM is a collection of standards and specifications for web-based electronic educational technology (also called e-learning).
- (x) Training requirements are identified in Appendix E.
- (u) Coordinate with the Installation Contractor and Equipment Supplier to provide three (3) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.
- (v) Administer Substantial Performance with regards to the construction Contract.
  - (i) Coordinate and lead a comprehensive detailed inspection prior to Substantial Performance, including the Contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
  - (ii) Make a recommendation to the Consulting Contract Administrator when the Contractor has achieved Substantial Performance.
  - (iii) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba.
  - (iv) Upon approval, Prepare and issue a Certificate of Substantial Performance.
- (w) Administer Total Performance with regards to the construction Contract.
  - (i) Coordinate and lead a comprehensive, detailed inspection prior to Total Performance, including the Contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
  - (ii) Make a recommendation to the Consulting Contract Administrator when the Contractor has achieved Total Performance.
  - (iii) Upon approval, prepare and issue the Certificate of Total Performance.

### **D13. CONTRACT ADMINISTRATION SERVICES (RESIDENT)**

- (a) Provide reference line and elevation control points for the works and check the Contractor's adherence.
- (b) Monitor the activities of the Contractor to ensure:
  - (i) project schedules are being realized;
  - (ii) damage to property is addressed;
  - (iii) contract requirements are being met; and
  - (iv) site safety is in accordance with Provincial Regulations.
- (c) Provide full time construction inspection and acceptance of the work during installation and construction.
  - (i) Full time inspections services will be required for each Contract.
- (d) Provide inspection services when the Contractor is on-site to ensure that the construction conforms to the Design Drawings and specifications.

- (e) Provide weekly construction reports during the course of construction. The reports shall include but not be limited to:
  - (i) Working days and days lost due to unforeseen conditions over the course of construction; and
  - (ii) Written and photographic records of the construction, including construction progress.
- (f) Keep a continuous record of Project activities including but not limited to the weekly construction reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections, and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
  - (i) Provide weekly construction reports to the Department's Consulting Contract Administrator no later than five (5) working days after the week in question.
  - (ii) A weekly construction report shall be submitted per Construction Contract.
- (g) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Building Code requirements and Departmental standards.
- (h) Enforcement of Contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City streets in compliance with expected standards of safety for motorists and pedestrians, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (i) Witness quality control procedures implemented by the Contractor.
- (j) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces.
- (k) Coordination with any developer project works that are being installed at the same time.
- (l) Participate in regular construction review meetings.
  - (i) The typical frequency of the meetings shall be bi-weekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
- (m) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Project.
- (n) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (o) In conjunction with the Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- (p) Acting in the interest of the Department, provide responsible, sensitive and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the Project.
- (q) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (r) The Consultant will be required to attend commissioning site visits to ensure proper testing is performed. Prepare and submit commissioning reports including general scope, work completed, items requiring completion and/or changes and other items.
- (s) CCTV inspection and condition coding of the sewers.
- (t) Ensure the Contractor fills out the required commissioning forms for each commissioning site visit to be incorporated into the O&M manual. City staff will be required to be on site during commissioning activities to witness commissioning.
- (u) Sign-off on all commissioning and training records.

- (v) Participate in a comprehensive, detailed inspection prior to Substantial Performance. Document and add all issues identified to the deficiency log.
- (w) Participate in a comprehensive, detailed inspection prior to Total Performance. Document and add all issues identified to the deficiency log.
- (x) Prepare, update, maintain, and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the Contractor.

#### **D14. RECORD DRAWINGS**

- (a) Record drawings are to be submitted in two phases:
  - (i) Preliminary Record Drawings
  - (ii) Final Record Drawings
- (b) Preliminary Record Drawings
  - (i) The Consultant shall prepare and submit Preliminary Record Drawings within two (2) months of the Total Performance of the construction contracts.
  - (ii) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of separate full-size (A1 Oversize) drawings and PDF files for the Works.
  - (iii) Record drawings are to include all construction details and materials of the completed works, including the following:
    - ◆ All construction details,
    - ◆ Complete materials list for each individual component installed,
    - ◆ Date of installation of Works (Substantial Performance), and
    - ◆ Installation Contractor.
  - (iv) The reviewed record drawings will be returned with comments (if any) for completion.
- (c) Final Record Drawings
  - (i) Once all revisions have been made, submit one (1) complete paper copy set of full size (A1 Oversize) drawings for the Works, complete with the preliminary PDF with comments, and the digital AutoCAD and PDF file for each record drawing to the Department's Supervisor of Drafting & Graphic Services. Each drawing file must have the Water and Waste Department drawing number assigned to that drawing.
    - ◆ Submit the Final Record Drawings within one month of receipt of comments from the Department.
  - (ii) All sealed Construction documents produced for the project are required to be updated to become sealed Record Drawings. The Record Drawings shall include all changes from the final construction work.
  - (iii) Final record drawings shall be sealed by a Professional Engineer with tracked document revision history.
  - (iv) Final record drawings must be sealed with either a P.Eng. stamp, or a secure digital stamp.
- (d) A minimum of one (1) Record Drawing Meeting to be organized to discuss and review the record drawings at each of the following stages:
  - (i) Before the 50% Preliminary Record Drawings submission;
  - (ii) Following the City review of the 50% Preliminary Record Drawings;
  - (iii) Before the Final Record Drawings submission
- (e) Payment for Record Drawings will be as Follows:
  - (i) 50% upon acceptance of the Preliminary Record Drawings;
  - (ii) 50% upon acceptance of the Final Record Drawings;

- (f) The Proponent shall submit a Record Drawing price per Construction Contract as detailed on Form B: Fees.
- (g) Record Drawings shall adhere to the General Requirements for Drawings as described in D6.7.

## **D15. PROJECT CLOSEOUT SERVICES**

- D15.1 Confirm and ensure complete turnover of project Contract Administration documentation (shop drawings, Record Drawings, operations and maintenance manuals, spare parts, photographs, etc.) to the City by the Contractor and verify that the documents are in conformance with the construction contract.
- (a) Review the operation and maintenance manuals to ensure they are inline with the example Operation and Maintenance specification and requirements in Appendix G.
- D15.2 The City will require the Consultant and Subconsultants to provide, within sixty (60) Business Days of the completion of Total Performance (for each Contract) electronic copies of all design documents including but not limited to background notes, calculations, working notes, research, field logs, working copy spreadsheets, model inputs, survey notes, etc. used in generating deliverables and pertinent to the Project, so that the City has a complete understanding of all details related to this Project.
- (a) The format for the provided materials may take multiple formats, but should be provided in format (spreadsheets, CAD drawings, scans, etc.) in an organized electronic filing system.
  - (b) The rationale for requiring this information is that we (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.
- D15.3 Provide a final construction report to the City within three (3) months of the Final Construction Tender Total Performance Date. The final construction report shall include the following:
- (a) A brief summary of the project, including:
    - (i) services accomplished, including the initial and final scope of the Project;
    - (ii) issues encountered during the Project and the resolutions achieved;
    - (iii) final or projected final contract cost; and
  - (b) appendices, including:
    - (i) photographs – typical pre-construction, during construction, and post-construction photographs;
    - (ii) cost summary;
    - (iii) tabulation of tenders;
    - (iv) change orders;
    - (v) summary of progress payments;
    - (vi) final construction contract schedule;
    - (vii) subcontractor list;
    - (viii) daily or weekly reports;
    - (ix) progress meeting minutes;
    - (x) shop drawings/submittals;
    - (xi) field instructions;
    - (xii) Contractor RFI's and responses;
    - (xiii) material test reports;
    - (xiv) warranty information;
    - (xv) validation documentation;
    - (xvi) commissioning documentation;
    - (xvii) certificates of Substantial Performance and Total Performance; and

(xviii) asset data.

D15.4 Submit two (2) paper copies and one (1) electronic PDF copy of the final construction report.

D15.5 The final construction report shall summarize all construction tenders.

D15.6 Warranty Services

- (i) For the following new assets, provide an appropriate period of warranty services tied to the date of Total Performance. The warranty period required for sewer infrastructure is one (1) year. 2 years is required for the Bioretention and Soil Storage systems with a 5-year warranty period requirement for the associated vegetation.

D15.7 The warranty services shall include but are not limited to the following:

- (a) provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the Contractor appropriate notice to correct the deficiencies;
- (b) determination if corrective work is part of contractor's warranty;
- (c) liaison and coordination with the Contractor to repair defective work;
- (d) conduction of the inspection and approval of warranty work (as requested);
- (e) issuance of instructions for correction of deficiencies;
- (f) review of updates to operations and maintenance manuals and resolve deficiencies;
- (g) respond to requests of the City related to the Project;
- (h) coordinate and lead a comprehensive, detailed inspection prior to the expiration of the warranty period for construction, including the Contractor and the City. Document and report on all issues identified and coordinate completion of the issues; and
- (i) prepare and issue the certificate of acceptance.

D15.8 Asset Data

- (a) The Consultant shall provide a comprehensive list of all maintainable assets along with associated data based on the Guideline to Document Asset Registry. The list shall be in a spreadsheet in a format defined by the City for uploading into the City's Oracle Work and Asset Management (OWAM) system.
- (b) The Consultant shall reference the latest revision of the Wastewater Services Division asset registry document at the time of finalising new asset references.

D15.9 Attend the Project closeout meeting with the City to:

- (a) mark the completion of the Project;
- (b) review Project performance;
- (c) identify the lessons learned; and
- (d) confirm that essential contractual and other project closure activities are completed.

D15.10 Deliverables from Project Closeout shall include, but not be limited to:

- (a) Design Documents;
- (b) Operation & Maintenance Manuals in both hard copy and electronic format;
- (c) Training Materials;
- (d) Final Asset Registry;
- (e) Final Construction Report in both hard copy and electronic file format;
- (f) End of warranty period site inspection, recommendations, and meeting minutes; and

- (g) Certificate of Acceptance for construction contract(s).

#### **D16. ADDITIONAL WORK ALLOWANCE**

- D16.1.1 The Additional Work Allowance indicated in B8.2.4 is to be used for engineering and design services that arise due to unforeseen conditions as a result of changes in the proposed solutions. Such services include but not limited to:
- (a) additional data collection, testing, public engagement;
  - (b) hydraulic assessment;
  - (c) resubmission of the Heritage Resources Screening Request Form or Rail crossing agreement.
  - (d) Additional work associated with Heritage Resource in the event heritage resources are encountered
- D16.1.2 Furthermore, the Additional Work Allowance is to be utilised to support City with obtaining private sewer construction easements and developing the proposed preliminary design disconnections to detailed design and including the construction requirements in the Tender Packages. When such unforeseen conditions arise, the Consultant shall provide rationale, prepare a concise scope of work and cost proposal, following requirements as defined in D6.19, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.
- D16.1.3 No work shall start prior to the approval stated in D6.20(d).

#### **D17. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D17.1 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.
- D17.1.1 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.
- D17.1.2 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.

#### **D18. UNFAIR LABOUR PRACTICES**

- D18.1 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.



- D18.2 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.
- D18.3 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.).
- D18.4 Failure to provide the evidence required under D18.3, may be determined to be an event of default in accordance with C14.
- D18.5 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.
- D18.5.1 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.
- D18.5.2 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 D18.5. 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**

### **D19. AUTHORITY TO CARRY ON BUSINESS**

- D19.1 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.

### **D20. SAFE WORK PLAN**

- D20.1 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.
- D20.2 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>

## **D21. INSURANCE**

- D21.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D21.2 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 \$5,000,000 . per claim and \$5,000,000 in the aggregate.
- D21.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (36) months after Total Performance.
- D21.3 The policies required in D21.2(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.
- D21.4 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 D21.2(a) and D21.2(b).
- D21.5 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 D21.2(a) and D21.2(c).
- D21.6 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 D21.9.
- D21.7 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.

- D21.8 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.
- D21.9 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**

### **D22. COMMENCEMENT**

- D22.1 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.
- D22.2 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 D19;
    - (ii) the Safe Work Plan specified in D20; and
    - (iii) evidence of the insurance specified in D21.
  - (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 D27.1
- D22.3 The City intends to award this Contract by December 31, 2024.

### **D23. CRITICAL STAGES**

- D23.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the project management plan by February 28, 2025;
  - (b) Tender Package Contract 1 including review and approval by September 26, 2025

### **D24. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D24.1 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.
- D24.2 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.
- D24.3 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.
- D24.4 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 D24.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D24.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D24.6 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.

## **D25. PUBLIC ENGAGEMENT**

- D25.1 The Consultant shall work collaboratively with the Consulting Contract Administrator and Office of Public Engagement.
- D25.2 The Consultant shall include for hosting four (4) public engagement meetings with the project team.
- D25.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- D25.3.1 All public materials must be posted online two (2) weeks prior to an in-person event.
- D25.3.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D25.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D25.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

### **Public & Stakeholder Engagement Deliverables**

- D25.5 The Consultant shall follow the preliminary design public engagement plan, review and refine where appropriate in accordance with <https://winnipeg.ca/PublicEngagement>:
- (a) the public engagement strategy should clearly identify:
    - (i) the public's role in the decision-making process;
    - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
    - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
    - (iv) how input will be considered and incorporated where possible.
  - (b) event(s) and engagement opportunities;
  - (c) summaries corresponding to engagement phases; and
  - (d) a final public engagement report.

### **Public & Stakeholder Engagement Expectations**

- D25.6 The level of stakeholder and public engagement shall be planned based on the preliminary design stakeholder and public engagement plans and adapted where necessary to reflect the further development and refinement of the proposed solution to a detailed design level of completion.
- D25.7 The public and stakeholder engagement shall be developed with coordination with the Consulting Contract Administrator

### **Public & Stakeholder Engagement Outcomes**

D25.8 The execution of the public engagement plan will result in reaching the objectives determined as part of the Preliminary Design phase.

## MEASUREMENT AND PAYMENT

### D26. INVOICES

D26.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

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

D26.2 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.

D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D27. PAYMENT

D27.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## DISPUTE RESOLUTION

### D28. DISPUTE RESOLUTION

D28.1 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 D28.

D28.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 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 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.

D28.4 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.

- D28.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D28.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within 20 Business Days, unless both parties agree, in writing, to extend that period of time.
- D28.4.4 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 D28.4.3, 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 FUNDING AGREEMENTS

#### D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 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.
- D29.2 Further to D29.1, in the event that the obligations in D29 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.
- D29.3 For the purposes of D29:
  - (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.
- D29.4 Modified Insurance Requirements
  - D29.4.1 If not already required under the insurance requirements identified in D21, 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 24 months after Total Performance.

- D29.4.2 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.
- D29.4.3 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 30 days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D29.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D29.5 Indemnification By Consultant
- D29.5.1 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.
- D29.5.2 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;
- D29.5.3 in relation to this Contract or the Work.
- D29.6 Records Retention and Audits
- D29.6.1 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.
- D29.6.2 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 D29.6.1 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.

## D29.7 Other Obligations

- D29.7.1 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.
- D29.7.2 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.
- D29.7.3 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.
- D29.7.4 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.
- D29.7.5 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.
- D29.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.



## **APPENDIX A – NON-DISCLOSURE AGREEMENT**

## **APPENDIX B – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES**

**APPENDIX C – EQUIPMENT LIST EXAMPLE**

## **APPENDIX D – SUBMITTAL LIST EXAMPLE**

## **APPENDIX E – TRAINING REQUIREMENTS**

## **APPENDIX F – COW MODELING GUIDELINES**

## **APPENDIX G – O&M MANUAL INFORMATION**