



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 886-2024

**PROFESSIONAL CONSULTING SERVICES FOR MISSION AND ROLAND
COMBINED SEWER DISTRICTS PRELIMINARY DESIGN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR MISSION AND ROLAND COMBINED SEWER DISTRICTS PRELIMINARY DESIGN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 22, 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.

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;
- (d) Project Schedule (Section F) in accordance with B12; and
- (e) Form P: Person Hours in accordance with B8.2 and B8.3.1.

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, including size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal should 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.

- 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 B8.1 (a), (b), (c), (d), (e), (f) and (g) based on the Work identified in D7 Scope of Services.
- (a) Data Collection and Assessment
 - (b) Hydraulic Modelling and Assessment
 - (c) Preliminary Design

- (i) There shall be a fixed fee breakdown of the solution development for grey infrastructure, green infrastructure, and real time control components, assuming there will be an initial assessment phase and allowances for taking a grey infrastructure, up to six (6) Green Infrastructure (GI) and two (2) Real Time Control (RTC) infrastructure solution components to the preliminary design level of detail including all the related design deliverables.
 - (d) Flow Monitoring Work Allowance per B8.3.1(a)
 - (e) Geotechnical Work Allowance per B8.3.1(b)
 - (f) Dugald Drain Work Allowance per B8.3.1(c)
 - (g) Additional Work Allowance per B8.3.1(d)
- B8.2 The Proposal should include Form P: Person Hours showing the hourly breakdown and assigned Key Personnel for each Fixed Fee item of work identified in B8.1.
- B8.3 The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where required for the work identified in D7.9 Flow Monitoring and Management, D7.10 Geotechnical Investigations, D7.11 Dugald Drain Assessment and D7.21 Additional Work Allowance.
- B8.3.1 The Proponent shall include in their Proposal:
 - (a) Flow Monitoring Work Allowance of \$800,000 on Form B: Fees and Form P: Person Hours;
 - (b) Geotechnical Work Allowance of \$700,000 on Form B: Fees and Form P: Person Hours; and
 - (c) Dugald Drain Assessment Work Allowance of \$450,000 on Form B: Fees and Form P: Person Hours; and
 - (d) Additional Work Allowance of \$500,000 on Form B: Fees and Form P: Person Hours.
- B8.3.2 The Flow Monitoring Work Allowance, Geotechnical Work Allowance, Dugald Drain Assessment Work Allowance and Additional Work Allowance are to be included in the calculation of total Fees proposed by the Proponent.
- B8.3.3 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.
- B8.3.4 The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising throughout the project.
 - (a) The Additional Work Allowance is to be used for Underground Structures.
 - (i) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Consulting Contract Administrator.
- B8.3.5 The Flow Monitoring Work Allowance, Geotechnical Work Allowance, Dugald Drain Assessment Work Allowance and Additional Work Allowance shall only be used with written permission of the Consulting Contract Administrator.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

- B8.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.

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 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 B9.2(a), the Proponent should submit:
- (a) description of the project;
- (i) include project owner, project objectives, size and other relevant information;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (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.
- (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.
- (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 a minimum of 5% of the total Project hours.
 - (b) clearly identify Subconsultants to be engaged by the Proponent 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) Hydraulic Modelling Lead;
 - (c) Geotechnical Lead;
 - (d) Municipal Design Lead;
 - (e) Public Engagement Lead;
 - (f) Green Infrastructure & Urban Design Lead;
 - (g) Real Time Control Lead; and
 - (h) Other Key Personnel with over 5% of the total proposed hours.
- B10.3.1 Multiple Key Personnel positions may be filled by one individual, however, for evaluation purposes, the experience and qualification for each role shall be identified separately.
- B10.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include the following for each of the Key Personnel:
- (a) Proposed role and responsibilities;
 - (b) Core capabilities and/or technical skills;
 - (c) educational background and degrees;
 - (d) professional recognition;
 - (e) job title;
 - (f) years of experience in current position;
 - (g) years of experience in design and construction; and
 - (h) 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 B10.1.1.
- 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 contact 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.

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 Scope of Services identified in D7.
- 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 Scope of Services and the broad functional and technical requirements;
 - (b) the deliverables and the associated task requirements of the Project;
 - (c) the work activities and clearly identify all significant assumptions and interpretations related to the Scope of Services;
 - (d) the team's understanding of the urban design issues;
 - (e) the teams' understanding of International Association of Public Participation (IAP2) processes and principles and how they apply to the Project;
 - (f) the proposed Project budget;
 - (g) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (h) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 Further to B11.4(e), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 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.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.9 For each person identified in B10.3, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.

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 D14. The Proponent should give justification in the event that the milestone dates listed in the schedule deviate.
 - (b) proposed flow monitoring activities;
 - (c) City review requirements;
 - (i) Refer to D6.2.3 for the minimum timeframes for the City review of specific project deliverables. The minimum timeframes stipulated in D6.2.3 are not exhaustive. The Proponent shall use their judgement for estimating timeframes for all other review and approval processes.
 - (d) project meeting frequencies; and
 - (e) 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) Tetra Tech (Formerly Wardrop Engineering Consultants)
 - (c) AECOM
- B13.3 Additional Material:
- (a) CSO Master Plan, Jacobs Engineering Group Inc. 2019.
 - (i) Mission District Plan, Jacobs Engineering Group Inc. 2019.
 - (ii) Roland District Plan, Jacobs Engineering Group Inc. 2019.
 - (b) CSO Master Plan Preliminary Proposal, CH2MHILL Ltd. 2015.
 - (c) CSO Outfall Monitoring Instruments – Mission and Roland Isometric Drawings, Stantec, 2013.
 - (d) Phase 4 of the CSO Monitoring Program Instrumentation Plan, Tetra Tech. 2013
 - (e) Mission Combined Sewer District Sewer Relief, Pollution Abatement Works and Northeast Interceptor Study, AECOM. 2014.

- (f) Mission Combined Sewer District Study Addendum No. 1, Wardrop Engineering Consultants. 1998.
- (g) Mission Combined Sewer District Study, Wardrop Engineering Consultants. 1987.
- (h) Munroe, Roland, Hart Combined Sewer District Study, Wardrop Engineering Consultants. 1985.

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, each entity identified in B14.2 shall:

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

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 D8).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility](#)

Training for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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.

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) | 25% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 15% |
| (f) Project Understanding and Methodology; (Section E) | 30% |
| (g) Project Schedule and Work Breakdown Structure. (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 D6.11.1.

B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

B21.8 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.

B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.

B21.10 Further to B21.1(g), Project Schedule and Work Breakdown Structure will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.

B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.4 The City may, at their discretion, award the Contract in phases.

B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B22.7 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 D20 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.
- 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*.

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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:

Florence Lee, P.Eng

Telephone No. 204-986-6428

Email Address: FLee@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) “**CS**” means combined sewer;
- (e) “**CSD**” means combined sewer district;
- (f) “**CSO**” means combined sewer overflow;
- (g) “**DEP**” means the District Engineering Plan prepared as part of the 2019 CSO Master Plan;
- (h) “**DWF**” means dry weather flow;
- (i) “**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;
- (j) “**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;
- (k) “**GIS**” means Geographical Information System;
- (l) “**Grey Infrastructure**” means the traditional and conventional infrastructure such as sewer pipes or storage tanks;
- (m) “**HRIA**” means heritage resource impact assessments;
- (n) “**LDS**” means land drainage sewer;
- (o) “**LOS**” means level of service;
- (p) “**NEWPCC**” means North End Sewage Treatment Plant;
- (q) “**North End Catchment**” means the collective sewer districts with flows that contribute to the NEWPCC for treatment;

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- (r) **"PDF"** means Portable Document Format electronic file;
- (s) **"PDR"** means preliminary design report;
- (t) **"Professional Engineer"** means an engineer registered in the Province of Manitoba;
- (u) **"RTC"** means real time control;
- (v) **"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;
- (w) **"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;
- (x) **"TM"** means Technical Memorandum;
- (y) **"Working Group"** means the City of Winnipeg staff that are directly involved in deliverables review with the Proponent;
- (z) **"WWD"** means City of Winnipeg's Water and Waste Department; and
- (aa) **"WWF"** means wet weather flow.

D4. BACKGROUND

- D4.1 The Project Study Area covers approximately 1,835 ha, including the Mission and Roland CSDs, the Kildonan Place, Crossroads, and Windsor Park separate districts and the Mission Separate district (Appendix A).
- D4.2 Mission district is located along the eastern boundary of the combined sewer (CS) area. The district is bounded by the Hart and Roland districts to the north, Area 13 (Crossroads) and Area 22 (Dugald) to the east, Windsor Park to the south, and the La Verendrye, Dumoulin, Despins, and Marion districts to the west. The Seine River forms the western boundary, the northern boundary is Thomas Avenue, the eastern boundary is Lagimodière Boulevard, and Maginot Street and Berkshire Bay within the Windsor Park area form the southern boundary. Mission consists mainly of industrial land with smaller commercial and residential areas spread throughout the district. Industrial land is distributed in the Mission district and ranges from light to heavy industrial uses, with approximately 450 ha of heavy manufacturing land use classification. Greenspace in Mission district includes small areas for parks and recreational use (Jacobs, 2019).
- D4.3 Roland district is located in the northeastern sector of the combined sewer (CS) area along the eastern edge of the Red River and north of the Mission district. The district is bounded by Munroe district to the north, Area 13 and Kildonan Place district (Area 13.1) to the east, the Mission district to the south, and the Hart district to the west. Roland is bounded by Thomas Avenue to the south, Gateway Road to the west, Kent Road and Harbison Avenue East to the north, and Panet Road to the east. Roland district is a mix of residential, commercial and manufacturing land use. The greenspace areas include Montcalm Playground, Chalmers Park, King Edward Park, Hap Hopkinson Memorial Park, and various school parks, playgrounds, and community areas throughout the district. The Canadian National Railways East Yards border the southern district boundary at Thomas Avenue (Jacobs, 2019).

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- D4.4 The Mission Sewer District has an approximate area of 730 ha, including approximately 19 ha of separate sewer and 43 ha of greenspace (Jacobs, 2019). The district consists of a lift station, a flood pump station, two small pump stations, a CS outfall and a gate/junction chamber.
- D4.5 The Roland Sewer District has an approximate area of 204 ha, including approximately 4 ha of land drainage sewer (LDS) separated and 12 ha of greenspace (Jacobs, 2019). The district consists of a diversion structure, flood pump station, a CS outfall, and SRS outfall gate chambers. The Roland flood pump station services flow from the Roland, Munroe, and Hart sewer districts.
- D4.6 The Mission District Plan, Jacobs Engineering Group Inc. 2019, documents existing information on the district as well as information on the conceptual CSO Master Plan upgrades required in Mission to contribute to achieving City wide 85% CSO volume capture.
- (a) A complete sewer separation scheme which would include the installation of an independent LDS system, with outfalls along the Seine River, to separate the surface runoff from the CS system.
 - (i) The flows to be collected after separation will remain the same for DWF, collected flow pumped from the Montcalm CS LS to the interceptor. WWF will consist of sanitary sewage combined with foundation drainage from the older residential homes in the district.
 - (b) The cost estimate for the sewer separation work in 2019 dollars \$143 million, the class 5 AACE estimate is \$288 million.
- D4.7 The Roland District Plan, Jacobs Engineering Group Inc. 2019, documents existing information on the district as well as information on the conceptual CSO Master Plan upgrades required in Roland to contribute to achieving City wide 85% CSO volume capture.
- (a) The proposed CSO control projects include latent storage, in-line storage via control gate, and floatable management via screening.
 - (b) The cost estimate for the sewer separation work in 2019 dollars \$8 million, the class 5 AACE estimate is \$16 million.
- D4.8 Additional allowances of 10% for Real Time Control (RTC) and 10% for Green Infrastructure (GI) of the estimated capital costs are included in the CSO Master Plan for solution opportunities identified during the Preliminary Design.
- D4.9 District flow monitoring data was collected in 2018, analyzed and documented in 2018 Mission Flow Monitoring Summary Report, City of Winnipeg, 2019.
- D4.10 Mission Combined Sewer District Sewer Relief, Pollution Abatement Works and Northeast Interceptor Study (AECOM, 2014) developed sewer relief options to provide basement flood protection under the 10-year MacLaren design storm to reduce CSO discharges and eliminate CSO pollutant loadings.
- (a) Easements are identified for a potential storm retention basin and sewer infrastructure which should be considered when developing the preliminary design solutions.
- D4.11 Between 2009 and 2015, the City invested \$12 million in the CSO Outfall Monitoring Program. The program was initiated to permanently install instruments in the primary CSO outfalls to monitor and assess CSO performance at CS outfalls. Both the Mission and Montcalm outfall structures from the Mission Combined Sewer District and the outfall from the Roland Combined Sewer District were included as part of this program. Instruments installed at each of the 39 primary CSO outfall locations have a combination of inflow and overflow level meters and flap gate inclinometers available. 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 upon request per requirements stated in D5.3.
- D4.12 The NEWPCC which receives all wastewater from the Montcalm Lift Station, is currently undergoing major upgrades. The existing and future pumping capacities are as follows:

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- (a) Existing condition:
 - (i) Maximum pumping capacity (raw sewage): 1,056 ML/d
 - (ii) Firm maximum pumping capacity (largest pump out of service): 860 ML/d
- (b) Once these upgrades are complete, the expected pumping capacities are anticipated as follows:
- (c) Maximum pumping capacity (raw sewage): 1,250 ML/d
- (d) Firm maximum pumping capacity (largest pump out of service): 1,094 ML/d

D4.13 The intent of this request for proposal is for the successful Proponent to complete detailed evaluation of the options identified for managing the combined sewer overflows previously presented and develop preliminary designs and class 3 cost estimates that best meet the need of the City of Winnipeg.

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) Mission District Plan, Jacobs Engineering Group Inc. 2019.
 - (ii) Roland 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 B.
- D5.3 The following information will be released at the sole discretion of the City upon completion of Appendix B per D5.2:
- (a) 2018 Mission Flow Monitoring Summary Report, City of Winnipeg, 2019
 - (b) CSO Outfall Monitoring Instruments – Mission and Roland Isometric Drawings, Stantec, 2013
 - (c) Phase 4 of the CSO Monitoring Program Instrumentation Plan, Tetra Tech. 2013
 - (d) Mission Combined Sewer District Sewer Relief, Pollution Abatement Works and Northeast Interceptor Study, AECOM. 2014.
 - (e) Mission Combined Sewer District Study Addendum No. 1, Wardrop Engineering Consultants. 1998
 - (f) Mission Combined Sewer District Study, Wardrop Engineering Consultants. 1987
 - (g) Munroe, Roland, Hart Combined Sewer District Study, Wardrop Engineering Consultants. 1985
 - (h) A copy of the City InfoWorks ICM 2024.5.0 Hydraulic Model Database ('City Master Database')

D6. GENERAL REQUIREMENTS

D6.1 General Requirements of the Consultant

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- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall bear an engineering's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
- D6.1.3 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D6.1.4 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Consulting Contract Administrator the agencies that are being contacted prior to doing so.
- D6.1.5 The Consultant shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.
- (a) Experience and qualifications as specified in B10 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.
- D6.2 General Requirements for Project Deliverables
- D6.2.1 The Consultant should provide a project share point where all collected data and project deliverables are saved.
- D6.2.2 Deliverables Submission Requirements
- (a) All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
 - (i) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (ii) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
 - (b) All supporting documents to the deliverables shall be provided in the native file format (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 working group, the Consultant's response, and City's acceptance/rejection of Consultants response.
 - (e) Consulting Contract Administrator must give final approval that all comments have been satisfactorily answered prior to the Consultant printing paper copies.

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- (f) All final report versions shall be provided in both Microsoft Word format and in searchable PDF format.
- (g) Two (2) paper copies, with one (1) unbound and one (1) bound of all documents shall be submitted once finalized.

D6.2.3 Draft Deliverables Minimum Submission Requirements.

- (a) This sequence of deliverable submission is required at minimum over the course of the Project, unless specified otherwise by the Consulting Contract Administrator. The Consultant can determine if additional submission stages beyond those listed below are required. Proposed additional submission stages shall be included in the Proposal.
- (b) Specific requirements to each of the following sections are identified D7 Scope of Services.
 - (i) 60% Draft Data Collection and Assessment Technical Memorandum (TM)
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Data Collection and Assessment review meeting to discuss the draft TM.
 - ◆ The draft TM shall document the data collection and assessment phase, and include proposed survey work for the preliminary design phase and for the proposed model improvements for review and approval by the City.
 - ◆ The Draft Data Collection and Assessment TM shall be completed using the City Data Collection and Assessment TM Template Rev1.0 in Appendix C. The Consultant shall review the template in its entirety to ensure all the requirements set forth within it will be completed thoroughly. Any modifications to the provided template shall require approval from the Consultant Contract Administrator for inclusion.
 - (ii) 60% Draft Hydraulic Modelling TM
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Hydraulic Modelling and Assessment review meeting to discuss the draft TM.
 - ◆ The draft TM shall document the model assessment and proposed model improvements for review and approval by the City.
 - (iii) 60% Model Databases
 - ◆ Model databases and associated files shall be submitted as per the model guidance requirements, Appendix D - City Modelling Guidelines for this phase at least fifteen (15) Business Days prior to the 60% Hydraulic Modelling and Assessment review meeting to discuss the 60% draft Hydraulic Modelling TM.
 - (iv) 60% Draft Design Criteria TM
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Design Criteria Review Meeting to discuss the draft TM.
 - ◆ The draft TM shall document the proposed design criteria for assessing performance of existing sewer system assets and for sizing proposed sewer asset solutions for review and approval by the City.
 - (v) 95% Draft Data Collection and Assessment TM
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 95% Data Collection and Assessment review meeting to discuss the draft TM.
 - ◆ The draft TM shall address any comments from the 60% review and document the completed survey work.
 - ◆ Any additional survey work shall be documented.
 - (vi) 95% Draft Hydraulic Modelling TM

- ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 95% Hydraulic Modelling and Assessment review meeting to discuss the draft TM
 - ◆ The draft TM shall address any comments from the 60% Hydraulic Modelling TM review and document the approved model improvement work in accordance with City modelling guidelines, CoW Modelling Guidelines Rev1.0, see Appendix D.
 - ◆ Any additional potential further model improvements shall be documented.
- (vii) 95% Model Databases
- ◆ Model databases and associated files shall be submitted as per the model guidance requirements, Appendix D - City Modelling Guidelines for this phase at least fifteen (15) Business Days prior to the 95% Hydraulic Modelling and Assessment review meeting to discuss the 95% draft Hydraulic Modelling TM.
- (viii) 95% Draft Design Criteria TM
- ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 95% Design Criteria Review Meeting to discuss the draft TM
 - ◆ The draft TM shall address any comments from the 60% review.
- (ix) GI Opportunities and Decision Matrix
- ◆ A draft of the proposed GI Opportunities and Decision Matrix shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the GI Opportunities and Decision Matrix Review Meeting.
 - ◆ The GI Decision Matrix template and structure shall be approved by the Consulting Contract Administrator prior to preparing a draft.
 - ◆ This task can start at anytime followed by the 95% Draft Data Collection and Assessment TM submission.
 - ◆ The GI Opportunities and Decision Matrix shall be included as part of the 60% Preliminary Design Report submission, 95% Preliminary Design Report submission and Final Preliminary Design Report submission.
- (x) Real Time Control (RTC) Opportunities and Decision Matrix
- ◆ A draft of the proposed RTC Opportunities and Decision Matrix shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the RTC Opportunities and Decision Matrix review meeting.
 - ◆ The RTC Decision Matrix template and structure shall be approved by the Consulting Contract Administrator prior to preparing a draft.
 - ◆ This task can start at anytime followed by the 95% Draft Data Collection and Assessment TM submission.
 - ◆ The RTC Opportunities and Decision Matrix shall be included as part of the 60% Preliminary Design Report submission, 95% Preliminary Design Report submission and Final Preliminary Design Report submission.
- (xi) 60% Preliminary Design Report
- ◆ 60% complete draft of Preliminary Design Report shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the 60% Draft review meeting.
 - ◆ The preliminary design report shall be completed using the City Preliminary Design Report Template Rev1.0 in Appendix E. The Consultant shall review the template in its entirety to ensure all the requirements set forth within it will be completed thoroughly. Any modifications to the provided template shall require approval from the Consulting Contract Administrator for inclusion.

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- (xii) Risk Register
 - ◆ A draft Risk Register shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the Risks and Opportunities Identification meeting.
 - ◆ The Risk Register shall be completed using the template in the City Preliminary Design Report Template Rev1.0 in Appendix E. Any modifications to the template will require approval from the Consulting Contract Administrator.
 - ◆ This task can start at anytime followed by the 60% Data Collection and Assessment TM submission.
 - ◆ The Risk Register template and structure shall be approved by the Consulting Contract Administrator prior to preparing a draft.
 - ◆ The Risk Register shall be included as part of the 95% Preliminary Design Report submission and Final Preliminary Design Report submission.
 - (xiii) Stakeholder Engagement Plan
 - ◆ A draft Stakeholder Engagement Plan shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the Stakeholder Identification and Engagement meeting.
 - ◆ This task can start at anytime followed by the 60% Preliminary Design Report submission.
 - ◆ The Stakeholder Engagement Plan shall be completed using the template in the City Preliminary Design Report Template Rev1.0 in Appendix E. Any modifications to the template will require approval from the Consulting Contract Administrator.
 - ◆ The Stakeholder Engagement Plan shall be included in the 95% Preliminary Design Report submission and Final Preliminary Design Report submission.
 - (xiv) 95% Preliminary Design Report and Presentation
 - ◆ 95% complete draft of Preliminary Design Report shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the 95% Preliminary Design review meeting, which shall include a presentation of the Preliminary Design.
 - ◆ Preliminary Design Report presentation slides shall be submitted and reviewed by the Consulting Contract Administrator at least fifteen (15) Business Days prior to the scheduled 95% Preliminary Design review meeting.
 - (xv) Drawings
 - ◆ Solution Preliminary Design drawings shall be provided in conjunction with the 60% Preliminary Design Report, 95% Preliminary Design Report and Final Preliminary Design Report submissions.
 - (xvi) Monthly Progress Reports
 - ◆ Progress reporting shall be submitted to the City on a monthly basis, a minimum of two (2) Business Days prior to the Monthly Progress Meetings.
 - ◆ Monthly progress meetings and reporting shall meet additional requirements specified in D7.6.6 (a).
- D6.2.4 Reporting shall be completed in a format consistent with the Consultant's Work Breakdown Structure (WBS) and be reconcilable with the accounting and invoicing system.
- D6.2.5 Final Deliverables Submission Requirements
- (a) Final Documents
 - (i) Final documents shall address all comments from the draft documents review.

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- (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.
 - (b) Model Databases
 - (i) Hydraulic model shall be updated to reflect on the most updated information per the City Modelling Guidelines in Appendix D.
 - (ii) Consultant shall submit all model files in native file format in addition to other requirements outlined in D7.8 and Appendix D.
 - (c) Drawings
 - (i) Final drawings shall incorporate all comments from the draft drawing review.
 - (ii) Drawings shall be submitted in both PDF and native file format.
- D6.2.6 The Consultant shall provide, within sixty (60) Calendar Days of the provision of the final Preliminary Design Report, electronic copies of all supporting documents pertinent to the final deliverables such that the deliverables' outcome can be reproduced.
- D6.2.7 The format of the deliverables and supporting documents should be provided in native file format.
- D6.2.8 Unless otherwise indicated, the review period for Project deliverables shall be a minimum of 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 (Section F).
- D6.3 General Requirements for Meetings
 - D6.3.1 Various project meetings will be required throughout the Project in order to track the Consultant's progress, review the Project work plan, address Project issues and allow for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate the locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities in their Proposal Submission.
 - D6.3.2 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
 - D6.3.3 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the Consulting Contract Administrator within five (5) Business Days.
 - D6.3.4 Meetings may be completed, through phone or video conference, remotely using Microsoft Teams, or at the City's offices.
 - D6.3.5 Mandatory meetings listed below to be attended by the Consultant's Project Manager and any relevant Key Personnel at minimum.
 - (a) Project Initiation Meeting
 - (i) This meeting will at minimum cover:
 - ◆ Project communications,
 - ◆ Milestone dates,
 - ◆ Risks and Opportunities,
 - ◆ Flow Monitoring activities,
 - ◆ Data collection, and
 - ◆ City guidelines, templates and process.

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- (b) Monthly Progress Meetings
 - (i) These meetings will be completed by Microsoft Teams or similar software throughout the Project duration.
- (c) Solution Appraisal and Design Consideration Workshop
- (d) Flow Monitoring Meetings
- (e) Heritage Resources Meetings
- (f) Lift and Flood Pump Stations Operational Status Meeting with WWD Wastewater Services
- (g) Data Collection and Assessment Review Meetings
 - (i) 60% draft TM review meeting
 - (ii) 95% draft TM review meeting
- (h) Design Criteria Review Meetings
 - (i) 60% draft TM review meeting
 - (ii) 95% draft TM review meeting
- (i) Hydraulic Modelling and Assessment Review Meetings
 - (i) 60% draft TM review meeting
 - (ii) 95% draft TM review meeting
- (j) Preliminary Design Review Meetings
 - (i) 60% draft report review meeting
 - (ii) 95% draft report and Preliminary Design Phase review meeting
- (k) GI Opportunities and Decision Matrix Review Meeting
- (l) RTC Opportunities and Decision Matrix Review Meeting
- (m) Risks and Opportunities Identification Meeting
- (n) Stakeholder Identification and Engagement Plan Meeting

D6.3.6 The Consultant is to determine if additional meetings beyond the mandatory meetings listed above are required, they shall include these proposed meetings in their Proposal.

D6.3.7 Meetings can be combined if appropriate, and with written authorization of the Consulting Contract Administrator.

D6.4 Relevant Design Standards

D6.4.1 The following design standards shall be applicable to this project:

- (a) WWD Electrical Design guide (Appendix F);
- (b) WWD Identification Standard (Appendix G);
- (c) WWD HMI Layout and Animation Plan (Appendix H);
- (d) WWD Wastewater Treatment Facilities Automation Design Guide (Appendix I);
 - (i) These design requirements will also be applied to the collections system where relevant and useful.
- (e) WSTP Electrical and Instrumentation Standardization Summary (Appendix J);
 - (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;
- (g) Modelling Guidelines

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- (i) See Appendix D for specific modelling requirements as part of the scope of work.
 - (h) Code of Practice for the Hydraulic Modelling of Sewer Systems
 - (i) See Appendix K.
 - (i) Wastewater flow estimation guidelines for the City can be found here:
<https://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>
The City's Investment Planning templates:
<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>
- D6.4.2 The Consultant shall notify the Consulting Contract Administrator of any conflict identified between the documents listed under D6.4.1 for resolution.
- D6.4.3 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the City's Consulting Contract Administrator 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.
- D6.5 Flow Monitoring Work Allowance
 - D6.5.1 The general requirements for the Flow Monitoring Work Allowance are as follows:
 - (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel proposed for this project by role. These rates will be used for the Flow Monitoring Work Allowance when defined and approved.
 - (b) If a member of the Consultant's Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Flow Monitoring Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
 - (c) A mark-up of no more than a maximum of 10% can be applied by the Proponent on work completed by a subcontractor. The mark-up shall be included in the Flow Monitoring Work Allowance.
 - (d) Expenditures under the Flow Monitoring Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
 - (e) Where the actual cost of performing the services under the Flow Monitoring Work Allowance is less than the amount of the Flow Monitoring Work Allowance, the City will be credited for the unexpended portion of the Flow Monitoring Work Allowance, but not for the Consultant's overhead and profit on such amount.
 - (f) The Contract price will be adjusted by written order to provide for a difference between the amount of the Flow Monitoring Work Allowance and the actual cost of the work.
 - (g) The City reserves the right to delete any or all of the Flow Monitoring Work Allowance from the Contract if the Work intended to be covered by the Flow Monitoring Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Flow Monitoring Work Allowance.
- D6.6 Geotechnical Work Allowance
 - D6.6.1 The general requirements for the Geotechnical Work Allowance are as follows:

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- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel proposed for this project by role. These rates will be used for the Geotechnical Work Allowance when defined and approved.
- (b) If a member of the Consultant's Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Geotechnical Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
- (c) A mark-up of no more than a maximum of 10% can be applied by the Proponent on work completed by a subcontractor. The mark-up shall be included in the Geotechnical Work Allowance.
- (d) Expenditures under the Geotechnical Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- (e) Where the actual cost of performing the services under the Geotechnical Work Allowance is less than the amount of the Geotechnical Work Allowance, the City will be credited for the unexpended portion of the Geotechnical Work Allowance, but not for the Consultant's overhead and profit on such amount.
- (f) The Contract price will be adjusted by written order to provide for a difference between the amount of the Geotechnical Work Allowance and the actual cost of the work.
- (g) The City reserves the right to delete any or all of the Geotechnical Work Allowance from the Contract if the Work intended to be covered by the Geotechnical Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Geotechnical Work Allowance.

D6.7 Dugald Drain Assessment Work Allowance

D6.7.1 The general requirements for the Dugald Drain Assessment Work Allowance are as follows:

- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel proposed for this project by role. These rates will be used for the Dugald Drain Assessment Work Allowance when defined and approved.
- (b) If a member of the Consultant's Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Dugald Drain Assessment Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
- (c) A mark-up of no more than a maximum of 10% can be applied by the Consultant on work completed by a subcontractor. The mark-up shall be included in the Dugald Drain Assessment Work Allowance.
- (d) Expenditures under the Dugald Drain Assessment Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- (e) Where the actual cost of performing the services under the Dugald Drain Assessment Work Allowance is less than the amount of the Dugald Drain Assessment Work Allowance, the City will be credited for the unexpended portion of the Dugald Drain Assessment Work Allowance, but not for the Consultant's overhead and profit on such amount.
- (f) The Contract price will be adjusted by written order to provide for a difference between the amount of the Dugald Drain Assessment Work Allowance and the actual cost of the work.
- (g) The City reserves the right to delete any or all of the Dugald Drain Assessment Work Allowance from the Contract if the Work intended to be covered by the Dugald Drain Assessment Work Allowance is not required, or if the Works intended are found to be more extensive than the provisional Dugald Drain Assessment Work Allowance.

D6.8 Additional Work Allowance

D6.8.1 The general requirements for the Additional Work Allowance are as follows:

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- (a) The Consultant shall include in Form P: Person Hours the hourly rates of all 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 is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D6.1.5 and B10.
- (c) The Consultant shall apply 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.

D6.9 Invoicing

- D6.9.1 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 D7.2.1 where each phase will be used to measure the percentage complete.
 - (b) Where tasks such as Project Management appear in more than one phase, the estimated level of effort shall be appropriately proportioned to the phase.
- D6.9.2 Any Additional Work Allowance scope items are approved to be completed on an hourly basis utilizing Form P. The Consultant shall submit monthly invoices for that scope of work.

D6.10 Stakeholders Engagement

- D6.10.1 The Consultant shall establish a stakeholder engagement plan as part of the Preliminary Design phase once a hydraulically feasible solution/solutions are developed.
- (a) This engagement plan will document the timing during the project development that stakeholders will be contacted, and by what means.
 - (b) The stakeholder engagement plan shall include an assessment with recommendations for public engagement or communication which is to be developed with input from City Communications and Corporate Engagement and be subject to approval by the Consulting Contract Administrator.
 - (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D6.11 Available Funds

- D6.11.1 The funds available for this Contract are \$6,450,000 inclusive of all allowances.

D7. SCOPE OF SERVICES

D7.1 GENERAL PROJECT SCOPE SUMMARY

- D7.1.1 To develop a hydraulically feasible and buildable solutions to eliminate CSOs for the 1992 Representative Year Event and ensure sewer assets meet current level of service in the Project Study Area.

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- (a) Data should be collected and assessed to ensure sufficient information is available to achieve the Preliminary Design requirements.
- (b) The model should be considered fit for purpose by the Consultant to assess the district needs and develop and test hydraulically feasible solutions in combination with other design tools as necessary.
- (c) Design criteria for assessing existing sewer asset performance and for sizing potential solutions should be agreed with the City and documented.
- (d) The Study Area's sewer infrastructure needs against levels of service, design criteria and wastewater capacity should be assessed and documented.
- (e) The district-to-district interconnections shall be reviewed to determine if there are opportunities for disconnections.
- (f) Where there is increasing wastewater pass forward flows, the downstream sewer network shall be assessed and where detriment is predicted solutions to address the detriment shall be developed.
 - (i) It is to be assumed that downstream conveyance capacity improvements will be required.
 - (ii) The construction phasing of the downstream capacity improvements should be developed along with any constraints to other sewer infrastructure investment projects.
 - (iii) Any proposed increase in lift station capacity is anticipated to be incorporated into the Lift Station Upgrading Program.
- (g) RTC and GI opportunities shall be explored and solutions shall be developed where appropriate.
- (h) Review the proposed solution in the conceptual district plans and determine if the solutions may be carried forward or discarded if no longer viable based on improved information.
- (i) The developed solution shall meet the following requirements:
 - (i) Meet the Design Standards specified in D6.4;
 - (ii) Be buildable with location plans, general arrangements considering utilities, ground conditions, land ownership and health and safety;
 - (iii) Pass the Level of Services checks by undertaking detriment assessment. An example template of the detriment assessment is provided in Appendix D City of Winnipeg Modelling Guidelines. Alternative design tool may be used to validate the Level of Service with the Consulting Contract Administrator approval; and
 - (iv) Meet the level of service for a minimum design horizon of 35 years.
- (j) Cost estimation should be developed and contract phasing should be proposed.
- (k) The estimated CSO volume reduction should be provided on a construction contract by contract basis.
- (l) Review the overall hydraulic impact of the City as a result of the proposed solution, this includes the review of the impact on the districts hydraulically connected to the Mission and Roland districts, including but not limited to the connections from the following districts:
 - (i) Windsor Park,
 - (ii) Munroe,
 - (iii) Hart,
 - (iv) Kildonan Place,
 - (v) Dugald,
 - (vi) Mission Separate, and
 - (vii) Crossroads

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- (m) Review the hydraulic and the cost estimates impact for changes to the proposed solution to accommodate additional flows discharged from developments.

D7.2 WORK COMPONENTS

D7.2.1 The major components of the Work include the following:

- (a) Project Management (D7.6);
- (b) Data Collection and Assessment (D7.7);
- (c) Hydraulic Modelling and Assessment (D7.8);
- (d) Flow Monitoring and Management (D7.9);
- (e) Geotechnical Investigations (D7.10);
- (f) Dugald Drain Assessment (D7.11);
- (g) Design Criteria (D7.12);
- (h) Needs Assessment (D7.13);
- (i) Solution Development (D7.14);
- (j) Preliminary Design Report (D7.15);
- (k) Heritage Resources (D7.16);
- (l) Risks and Opportunities Identification (D7.17);
- (m) Stakeholder Engagement (D7.18);
- (n) Drawing Development (D7.19);
- (o) Cost Estimation (D7.20); and
- (p) Additional Work Allowance (D7.21).

D7.3 The major components of the Work identified in D7.2 shall form the minimum requirements and anticipated high level sequence of work. The Consultant is encouraged to review the major work components and provide additional information on how the work components could be altered, updated, or sequenced appropriately as part of their Proposal submission.

D7.4 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as Appendix L shall be applicable to the provision of Professional Engineering services for this Project.

D7.5 Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to the information contained in this RFP.

D7.6 PROJECT MANAGEMENT

D7.6.1 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;
- (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.

D7.6.2 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.

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- (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>
- (b) Meetings shall be held monthly during design.
- (c) 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.
- (d) The frequency of meetings may vary based upon the level of project activity.

D7.6.3 In addition to the mandatory meetings detailed in D6.3.5, schedule and chair the following meetings:

- (a) Flow monitoring schedule and planning meeting as described in D7.9.7, as required;
- (b) Flow monitoring planning meeting as described in D7.9.8, as required;
- (c) Heritage Resource Meeting with the Province of Manitoba, as required; and
- (d) One Workshop with WWD operations staff to identify operational issues or concerns in the Mission and Roland sewer district areas.

D7.6.4 Provide adequate notice (at least two (2) weeks) prior to any site visit or work that will require assistance from City personnel.

D7.6.5 All Project Management work is to be appropriately included in the cost for the phases of work.

D7.6.6 Deliverables

- (a) Monthly Progress Reports
 - (i) The Consultant shall prepare and submit monthly reports using the Consultant Progress Report template from the Project Management Manual. All sections within this report shall be completed. One report shall be submitted for every month. For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the Consulting Contract Administrator.
 - (ii) The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#6>
 - (iii) Progress reporting shall follow submission requirements in D6.2.3(b)(xvi).
 - (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, contingency management, and a breakdown of the resources and hours for each task item.
 - ◆ 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 Risk Register (once developed).
 - (vi) Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.

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- (b) Monthly meeting agenda, PowerPoint presentation slides (as applicable) and meeting minutes.

D7.7 DATA COLLECTION AND ASSESSMENT

- D7.7.1 Collect and review all available information about the site including files, reports, topography, existing facilities and future land use planning. Obtain utility information, and where necessary, conduct field surveys and investigations, including but not limited to conducting impermeable area surveys, to verify assumptions, existing conditions and to supplement available information.
- D7.7.2 Information pertaining to data collection and its assessment shall be documented in the Data Collection and Assessment TM.
- D7.7.3 Data Collection and Assessment TM
 - (a) The Data Collection and Assessment TM shall be delivered in three phases: 60% draft TM, 95% draft TM and Final Data Collection and Assessment TM.
 - (b) The 60% Draft Data Collection and Assessment TM shall include the following minimum requirements:
 - (i) Describe the available information about the sewer district including files, reports, topography, existing facilities and future land use planning;
 - (ii) Obtain utility information, and where necessary, conduct field surveys and investigations to verify assumptions, existing conditions and to supplement available information;
 - (iii) Identify any data gap from the data review; and
 - (iv) Describe additional survey or other data collection requirements to confirm the existing condition of the sewer system, and the approaches used to address the data gap, confirm assumptions and to determine site conditions, as applicable.
 - (v) If any of the minimum requirements of the 60% Draft Data Collection and Assessment TM as per D7.7.3(b) not be completed sufficiently at submission, the 60% Draft will be returned to the Consultant for resubmission. The 60% Draft Review meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided; and
 - (vi) Following the City review, the Consultant shall address all comments in the TM and resubmit for approval, before the 95% draft TM submission.
 - (c) The 95% complete Data Collection and Assessment TM shall include the following requirements at minimum:
 - (i) Updates to all content developed in the 60% complete Data Collection and Assessment TM Draft. See (b);
 - (ii) Any pertinent feedback gathered from the 60% draft review process;
 - (iii) Include the latest available Hydraulic Modelling TM in the appendix; and
 - (iv) If any of the minimum requirements of the 95% Draft Data Collection and Assessment TM as per D7.7.3(c) not be completed sufficiently at submission, the 95% Draft will be returned to the Consultant for resubmission. The 95% Draft Review meeting will be delayed until such time that a 95% Draft including all of the minimum requirements has been provided.
 - (d) Following the City's review of the 95% complete Data Collection and Assessment TM, the Consultant will address any remaining City comments.
 - (e) Following the City's approval that the Consultant has addressed all of the City's comments, a Final 100% complete version of the Data Collection and Assessment TM shall be submitted, see D6.2.5.
 - (i) The Final TM shall include the latest available Hydraulic Modelling TM in the appendix.

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D7.7.4 The Data Collection and Assessment presentation is to provide an overview of the Data Collection and Assessment work to provide confidence the Consultant has collected and assessed study area data, identified gaps and limitations and where appropriate have plans in place to gather additional data, through surveys, investigations etc. to address the gaps.

- (a) As the Hydraulic Model Gaps Analysis, establishing and documenting the design criteria and undertaking the base line model performance assessments should all be completed prior to completing the Data Collection and Assessment TM. A presentation to cover this work should be included to demonstrate an understanding of the current system and any limitations. This is to ensure any reported, documented or predicted sewer network performance issues are tracked, suitably investigated and /or validated as appropriate.

D7.8 HYDRAULIC MODELLING AND ASSESSMENT

D7.8.1 General

- (a) The entire Project Study Area shall be hydraulically analyzed and updated.
- (b) The capacity of the downstream sewer system to accept increased flows should be assessed and any capacity improvements that would be required to ensure there is no detriment as a result of solutions should be identified.
- (c) The capacity of the Dugald Drain within the Mission and Roland Study Area should be included in the assessments, including the section of Dugald Drain between Panet Road and Dawson Road.
 - (i) Complete an option analysis and preliminary design of solutions for section of Dugald Drain from Dawson Road to Panet Road, which is currently challenging for maintaining due to limited access and steep side slopes. An extension of the shallow buried culvert in this section of the drain shall be considered as part of the assessment.
- (d) The hydraulic modelling software to be used is InfoWorks Integrated Catchment Modeller (ICM) 2024 Ultimate.
- (e) All hydraulic modelling analysis, model maintenance, calibration and verification tasks completed by the Consultant shall be in accordance with the City of Winnipeg Hydraulic Modelling Guidelines, see Appendix D.
- (f) All Modelling work should adhere to the City Modelling Guidelines, unless otherwise agreed upon by the Consulting Contract Administrator.
- (g) The City will provide the following to the consultant:
 - (i) A copy of the City InfoWorks ICM hydraulic model database (City Master Database') with the associated model files will be made available to the Consultant upon request.
 - ◆ The City Master Database will be made available in an "as-is" condition and will not be further modified into a cut-down version, or other modification to make the Master Database more suitable for the project in question.

D7.8.2 Hydraulic Model Gap Analysis

- (a) The Consultant shall complete an evaluation of the conditions and parameters in place with the current City of Winnipeg InfoWorks hydraulic model. The Consultant shall identify all gaps/issues they believe to be within the hydraulic model prior to completing the improvement or any needs assessment required.
- (b) Verify the InfoWorks hydraulic model is fit for use to assess the district needs and develop solutions. Where model improvements are required, they should be identified and work to update the model proposed to the City for approval.
- (c) The Consultant shall evaluate the latest GIS Records, as built drawings, site survey results, SCADA Data, etc. in order to identify gaps in the model network representation and in any of the associated database files.

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- (d) Hydraulic gaps identified are to ensure the model representation is in line with Appendix D – City of Winnipeg Hydraulic Modelling Guidelines, and shall include at minimum:
 - (i) Up to date sewer representation as of 2025;
 - (ii) Up to date population distribution across model subcatchments as of 2025; and
 - (iii) Addition of new subcatchments, links and nodes to represent areas of recent development.
- (e) The City will support the Consultant in collecting the appropriate data to aid the Consultant in the hydraulic model gap analysis.
 - (i) The City will make no attempt to complete necessary model work to address gaps identified in the hydraulic model. The Consultant is responsible to complete all required model work to address gaps.
- (f) Document all gaps/issues identified, and how they will be addressed, in a Hydraulic Model Data Gap Analysis Technical Memorandum (TM).
 - (i) If the gaps/issues cannot be addressed appropriately by the Consultant, they shall be documented as such as part of the Hydraulic Model and Data Gap Analysis TM.

D7.8.3 Hydraulic Model Update and Calibration

- (a) The Consultant shall propose the model improvements for City approval prior to completing the model updates and associated documentation.
- (b) The Consultant shall complete hydraulic model updates and calibration of the current hydraulic model representation for the Project Study Area.
 - (i) All gaps/issues identified in D7.8.2(f) shall be addressed prior to model calibration.
 - (ii) Hydraulic model calibration and verification shall use flow monitoring data collected as per D7.9.
- (c) The City Master Database is to be updated such that flows generated in the catchment are calibrated to actual conditions, either from flow monitoring data or from SCADA instrument data in the sewer system.
- (d) The City will support the Consultant where possible in providing reference information on expectations for growth within the area under study.
- (e) Submit the updated City Master Database to the City.
 - (i) Include simulation results from calibration and verification WWF and DWF events.
 - (ii) Include survey files showing calibrated model simulation results in comparison to actual flow survey and/or SCADA instrument data.
 - (iii) The 60% model database should line up with the 60% Modelling TM and include at minimum baseline performance assessment and model calibration files.
 - (iv) The 95% model database should include, model validation, needs assessment (current and future networks) and solution development (current and future networks).

D7.8.4 Detriment Analysis Using the Hydraulic Model

- (a) The Project Study Area's hydraulic network representation shall be updated to a preliminary design level.
- (b) Detriment Analysis shall be completed for the following level of service standards, as applicable:
 - (i) Surface Flooding;
 - (ii) Surcharge (Basement Flooding); and
 - (iii) Spills/Overflows

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- (c) For further details on the Detriment Analysis process, see Appendix D.
- (d) Submit the updated and calibrated City Master Database including the latest model representation of Cockburn to the City.
 - (i) Include Detriment Analysis simulation results.

D7.8.5 Hydraulic Model Update TM

- (a) The Hydraulic Model TM shall be delivered in three phases: 60% draft TM, 95% draft TM and 100% Final Hydraulic Modelling TM.
 - (i) Each of the deliverable submission shall be accompanied by the copy of the updated hydraulic modelling database.
- (b) The 60% Draft Hydraulic Modelling TM shall include the following minimum requirements:
 - (i) Evaluate the existing condition and parameters of the model;
 - (ii) Document the existing model representation performance;
 - (iii) Document the model maintenance undertaken to update the model;
 - (iv) Document the model calibration process and results;
 - (v) Document the model validation process and results;
 - (vi) Identify any additional needs assessment required, where applicable;
 - (vii) Update on how the approach to update the model representation may or may not have differed from the approach documented in the Hydraulic Model and Data Gap Analysis TM; and
 - (viii) Verify the InfoWorks hydraulic model is fit for use to assess the district needs and develop solutions for the preliminary design work. Should any of the minimum requirements of the 60% Draft Hydraulic Modelling TM as per D7.8.5(b) not be completed sufficiently at submission, the 60% Draft will be returned to the Consultant. The 60% Draft review meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided.
 - (ix) Following the City review, the Consultant shall address all comments in the TM and resubmit for approval, before the 95% draft TM submission.
- (c) The 95% complete Hydraulic Modelling TM shall include the following requirements at minimum:
 - (i) Updates to all content developed in the 60% complete Hydraulic Modelling TM Draft. See D7.8.5(b);
 - (ii) Any pertinent feedback gathered from the 60% draft review process;
 - (iii) Document any changes required to update the calibrated network to the current network;
 - ◆ Some network calibration can be achieved based on older flow monitoring but changes may be required to reflect current network conditions.
 - (iv) Document the current calibrated network needs assessment;
 - (v) Document the future network approach and associated network needs assessment;
 - (vi) Document the current solution representation and performance;
 - (vii) Document the future solution representation and performance;
 - (viii) Should any of the minimum requirements of the 95% Draft Hydraulic Modelling TM as per D7.8.5(b) not be completed sufficiently at submission, the 95% Draft will be returned to the Consultant. The 95% Draft review meeting will be delayed until such time that a 95% Draft including all of the minimum requirements has been provided.
- (d) Following the City's review of the 95% complete Hydraulic Modelling TM, the Consultant will address any remaining City comments.

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- (e) Following the City's approval that the Consultant has addressed all of the City's comments, a Final 100% complete version of the Hydraulic Modelling TM shall be submitted, see D6.2.5.

D7.8.6 Hydraulic Modelling Deliverables

- (a) Model database, detriment analysis results, and associated files shall be submitted as per the model guidance requirements (Appendix D).
- (b) Hydraulic Model and Data Gap Analysis TM as per D7.8.2(f).
- (c) Updated and Calibrated City Master Database as per D7.8.3(e).
- (d) Hydraulic Model Update TM as Per D7.8.5.

D7.9 FLOW MONITORING AND MANAGEMENT

D7.9.1 The Consultant shall account for the additional flow monitoring work in the schedule in the Proposal. If the existing available flow monitoring data is sufficient for the Project and no additional flow monitoring work is required, the rest of the Work shall continue to move forward, ahead of the planned schedule.

D7.9.2 This Specification shall cover the supply, installation, programming, equipment performance tracking, model calibration, and verification of flow monitoring equipment. The work shall also include the supply and installation of all power and communications equipment at each site to provide a fully functioning system, inclusive of connection to Manitoba Hydro service point. Finally, the work shall also include data processing and analysis of the quality of flow monitoring data collected from the flow monitoring equipment.

D7.9.3 The Consultant shall account for the additional flow monitoring work in the schedule of the Proposal. The Consultant shall coordinate with the City on the scope of flow monitoring work required.

D7.9.4 Work items to be considered as part of this Flow Monitoring work include, but are not limited to:

- (a) site selection;
- (b) pre-survey site investigations;
- (c) flow monitoring subcontractor procurement (if required);
- (d) sewer flushing subcontractor procurement (if required);
- (e) installation of monitoring instruments;
- (f) manhole survey;
- (g) traffic control;
- (h) flow monitoring coordination and support;
- (i) management of the flow monitoring work; and
- (j) preparation of a Flow Monitoring Report that documents the assessment.

D7.9.5 The Consultant shall use City templates in completing the flow monitoring work, the templates will be provided to the Consultant.

D7.9.6 Flow monitoring data collection and data quality assessment shall be in accordance with the Appendix K: Wastewater Planning User Group (WAPUG) Code Of Practice For The Hydraulic Modelling Of Sewer Systems (Version 3.001), specifically Section 3.0 Data Requirements and Section 5.0 Flow Surveys.

D7.9.7 The Consultant shall schedule and lead a flow monitoring schedule and planning meeting with WWD Engineering staff. The purpose of this meeting is to provide an overview of the proposed monitoring plan.

- (a) To be held within two (2) months of the award of Contract.

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- D7.9.8 The Consultant shall schedule and lead a flow monitoring planning meeting with WWD Wastewater Services and WWD Engineering staff. The purpose of this meeting is to provide detailed information to Wastewater Services and to coordinate flow monitoring activities. Agenda items to include, but are not limited to:
- (a) Coordination of sewer flushing activities around proposed flow monitor sites;
 - (b) Location of monitoring instruments; and
 - (c) Reporting and analysis of flow monitoring results.
- D7.9.9 For the Flow Monitoring and Management work listed in D7.9, the Consultant shall prepare a concise scope of work and cost proposal, following requirements as defined in D6.5.1 and in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.
- D7.9.10 The Flow Monitoring Work Allowance indicated in B8.3.1(a) is to be used for flow monitoring work activities. Expenditures under the Flow Monitoring Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.
- D7.10 GEOTECHNICAL INVESTIGATIONS
- D7.10.1 The preliminary design stage requires geotechnical investigations to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater. This information will be used to refine the optimum alignment, provide geotechnical design criteria necessary for foundation/structural design, determine construction requirements, and to facilitate more accurate costing information.
- D7.10.2 Work items to be considered as part of this Geotechnical Investigations include, but are not limited to:
- (a) reviewing existing geotechnical information including,
 - (i) reports, borehole logs, etc.
 - (b) providing a proposed investigation location plan to be reviewed by the City;
 - (c) procurement of a drilling contractor;
 - (d) traffic control;
 - (e) verifying that the contractor has all necessary utility locates and work permits;
 - (f) supervision of the investigation activities by qualified personnel;
 - (g) collection and testing of samples;
 - (h) groundwater monitoring;
 - (i) preparation of a Geodetic Baseline Report;
 - (j) preparation of a Geodetic Data Report;
 - (k) preparation of a Geotechnical Engineering Study;
 - (l) riverbank stability analysis, including riverbank stability analysis report;
 - (m) conducting Topographic Land Surveys, including preparation of a Topographic Land Survey Report;
 - (n) conducting geophysical surveys, including preparation of a Geophysical Survey Report; and
 - (o) any other activities necessary to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater levels.
- D7.10.3 When conditions arise that require the completion of the Geotechnical work listed in D7.10, the Consultant will prepare a concise scope of work and cost proposal, following requirements as defined in D6.6, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.

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D7.10.4 The Consultant shall account for Geotechnical Investigation in the schedule in the Proposal. If this scope of work is not required, the rest of the Work shall continue to move forward, ahead of the planned schedule.

D7.10.5 Where liner infrastructure is proposed and borehole information is taken along the proposed route, the geotechnical report should include a summary figure of the borehole results.

D7.10.6 The Geotechnical Work Allowance indicated in B8.3.1(b) is to be used for geotechnical work activities. Expenditures under the Geotechnical Work Allowance must be authorized by the Consulting Contract Administrator identified in D2.

D7.10.7 No work shall start prior to the approval stated in D7.10.3.

D7.11 DUGALD DRAIN ASSESSMENT

D7.11.1 A hydraulic capacity study is required to assess existing Dugald Drain capacity and identify required system upgrades and/or operation and maintenance needs to meet minimum LOS standards and mitigate frequent flooding in the South Transcona and St. Boniface Industrial lands. The Dugald Drain Assessment should consider the section of Dugald Drain upstream of the Mission Study Area from Lagimodière Boulevard to Murdock Road, and any contributing areas (Dugald Area). Future development in the Dugald Drain Area and any recommended upgrades to Dugald Drain upstream of Lagimodière Boulevard could impact the Mission and Roland Project Study Area and vice versa with any recommended changes downstream of Lagimodière Boulevard.

D7.11.2 Work items to be considered as part of this Assessment include, but are not limited to:

- (a) Reviewing background information, data, and historical reports of the Dugald Drain.
- (b) Conducting a geodetic survey including drain cross-sections and bottom profile that will be used to construct a hydraulic model of the Dugald Drain.
- (c) Developing a hydraulic model for the Dugald Drain Study Area, from Happyland Park to Murdock Road, which shall include hydraulics within the St. Boniface Industrial Park and South Transcona subcatchments.
 - (i) Modelling work is to follow conditions outlined in D7.8 as applicable to land drainage infrastructure only.
 - (ii) No wastewater flow analysis is anticipated in this Assessment.
- (d) Assessing the existing level of service (LOS) of the Dugald Drain Area and identify any problem/at-risk areas along the Drain.
- (e) Identifying short term and long term conceptual system upgrades and/or operation and maintenance requirements needed to meet minimum LOS standards.
 - (i) Proposed upgrades compatibility with and impact on downstream and upstream locations on Dugald Drain to be considered.
- (f) Preparing class 3 cost estimates for short term and long term conceptual system upgrades.
- (g) Short term conceptual options include, but are not limited to, minimum cost activities such as mowing, regrading, and culvert replacement.
- (h) Long term options shall include:
 - (i) Re-use of the abandoned 1200/1350 wastewater sewer pipe of Lagimodière Boulevard.
 - (ii) Minimum of two (2) long term capacity improvement options.
- (i) Preparing a report summarizing condition of Dugald Drain and recommended short-term solutions. This report shall be included as a separate deliverable as an Appendix in the draft 60% Preliminary Design Report (D7.15).
- (j) Project management activities for the Assessment items above such as review meetings, stakeholder meetings, and project oversight.

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D7.11.3 For the Dugald Drain Assessment work listed in D7.11 , the Consultant shall prepare a concise scope of work and cost proposal, following requirements as defined in D6.7, in collaboration with the Consultant Contract Administrator. The proposal shall be submitted to the Consultant Contract Administrator for final approval.

D7.11.4 The Consultant shall account for the Dugald Drain Assessment in the schedule in the Proposal. If this scope of work is not required, the rest of the Work shall continue to move forward, ahead of the planned schedule.

D7.11.5 The Dugald Drain Assessment Work Allowance indicated in B8.3.1(c) is to be used for Assessment work activities. Expenditures under the Dugald Drain Assessment Work Allowance must be authorized by the Consultant Contract Administrator identified in D2.

D7.11.6 No work shall start prior to the approval stated in D7.11.3.

D7.12 DESIGN CRITERIA

D7.12.1 The sewer system assets should be listed and the design criteria proposed to assess performance documented for City approval.

D7.12.2 The existing system sewer assets should be assessed against level of service and best practice design performance.

D7.12.3 The design criteria for potential solutions should be proposed and documented for City approval, this is to include the proposed sizing method, validation process and associated deliverables.

D7.12.4 Where alternative solutions are developed at a later stage the design criteria for the proposed solution should be proposed for City approval, including the proposed sizing method, validation process and associated deliverables, it should be documented in the draft 60% PDR.

D7.12.5 The design criteria should be summarised in the Data Collection and Assessment TM. Any gaps in design criteria should be documented along with the proposed approach to determine suitable design criteria.

D7.13 NEEDS ASSESSMENT

D7.13.1 The district needs should be investigated and reported based on the agreed design criteria, this should include at a minimum CSO, flooding, development and operational needs.

D7.13.2 The design criteria level of service for protection is the 5-year MacLaren storm event for combined and land drainage sewer flooding, and 10-year MacLaren storm event for land drainage and wastewater systems all with the 5-year river level.

D7.13.3 To ensure the future design horizon is adequately assessed, an assessment of growth and known proposed development should be documented, proposed to the City for approval and represented in a future model network.

D7.13.4 The level of service criteria shall be documented for key assets and any impacts shall be documented.

D7.14 SOLUTION DEVELOPMENT

D7.14.1 Model calibration, model validation, design criteria and needs assessment work should be complete prior to completing solution development.

D7.14.2 The proposed solutions from the Conceptual Design phase should be confirmed as hydraulically feasible and buildable or alternative hydraulically feasible and buildable solutions should be developed. The rationale for significant deviation from the proposed Conceptual Design solutions with significant being the type of solution or change in location should be raised with the City for approval and subsequently documented as necessary.

D7.14.3 A solution appraisal and design consideration workshop shall be undertaken following the project initiation meeting to appraise alternative solutions as a desktop level and any

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associated data collection requirements. The related design requirements should be discussed along with any feasibility concerns.

- D7.14.4 The proposed design solutions should not cause a predicted increased surcharge such that the risk of basement flooding in other parts of the catchment is increased. The proposed design solution should not cause a predicted increase in spill detriment combined sewer.
- D7.14.5 The preliminary design solution developed during the preliminary design phase shall be evaluated using standardized Detriment Analysis process as per the Modelling Guidelines (Appendix D) using the City of Winnipeg collections hydraulic model.
- D7.14.6 The proposed solution must provide the hydraulic capacity of a 35-year design horizon.
- D7.14.7 An assessment of the impact of including an additional 100 ha of light industrial land to the 35-year design horizon scenario is required.
- (a) Where there are increased flows as a result of the assessment, the impact on the proposed solution with regard to size and cost are required.
- D7.14.8 The proposed preliminary design solution where deemed necessary shall undergo a hazard identification and safety assessment to document the construction and operational hazards and proposed mitigations.
- D7.14.9 Separate GI Opportunities Identification and Decision Matrix and an RTC Identification and Decision Matrix shall be undertaken per requirements identified in D7.14.12 and D7.14.13.
- D7.14.10 The Consultant shall include for developing up to six (6) individual GI components to the preliminary design level of detail following the initial assessment phase. Based on the GI Opportunities Identification and Decision Matrix, the Consulting Contract Administrator will confirm the number to be developed.
- D7.14.11 The Consultant shall include for developing two (2) individual RTC components to the preliminary design level of detail following the initial assessment phase. Based on the Real Time Control Identification and Decision Matrix, the Consulting Contract Administrator will confirm the number to be developed.
- D7.14.12 GI Opportunities Identification and Decision Matrix.
- (a) The Consultant shall have an allowance to consider six (6) individual GI components as part of the Solution Development in D7.14.10.
- (b) GI shall be considered, and applied in the design and operation of all new and upgraded storm and wastewater infrastructure where feasible.
- (c) GI selection approach shall be documented in the Decision Matrix. Factors to be considered include but not limited to the following:
- (i) location, land ownership, volume reduction performance, operational requirements, maintenance requirements, partnership opportunities, additional benefits, and cost.
- (ii) Both static optimizations and mechanical optimizations should be assessed.
- (iii) The Consultant shall host a workshop to go over the matrix opportunities and the criteria.
- (d) The GI Opportunities and Decision Matrix shall be included as part of the 60% Preliminary Design Report submission, 95% Preliminary Design Report submission and Final Preliminary Design Report submission. Refer to D6.2.3(b)(ix) for additional submission requirements.
- D7.14.13 Real Time Control Opportunities Identification and Decision Matrix
- (a) The Consultant shall consider RTC as part of the Solution Development in D7.14.11.
- (b) The Consultant shall review and identify opportunities in the Project Study Area where RTC can be incorporated in the sewer's infrastructure to optimize the system

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performance and to improve the system's utilization capacity in the Mission and Roland districts, including but not limited to:

- (i) Documenting the existing model representation system storage capacity at the time of overflow;
 - ◆ Where there is an existing level instrument, this should be utilized as a sense check and commented on.
 - (ii) Optimization of the weir level where full sewer separation is not achieved;
 - (iii) Assessing the district connections to the lift station and its use in regular operation during design dry weather flow relative to population and in wet weather based on runoff area;
 - (iv) Assessing the flood pump stations; and
 - (v) Assessing two to three permanent flow monitoring locations upstream of the lift station for future sewer system performance monitoring.
- (c) The Consultant shall host a workshop to provide an overview of the matrix opportunities and the criteria.
- (d) For any solutions identified by the Consulting Contract Administrator to be taken forward to Preliminary design, the Consultant shall include the operating logic for the RTC solution in both dry DWF and WWF scenarios.
- (e) The proposed RTC opportunities are to:
- (i) Provide an understanding of the system's operation and provide a basis for a future system that will allow for a better control on a real time basis;
 - (ii) Optimize the system's storage capacity under precipitation events that are spatially distributed;
 - (iii) Improve the operation of the system; and
 - (iv) Optimize flows in the system and to the treatment plants.
- (f) The RTC Opportunities and Decision Matrix shall be included as part of the 60% Preliminary Design Report submission, 95% Preliminary Design Report submission and Final Preliminary Design Report submission. Refer to D6.2.3(b)(x) for additional submission requirements.

D7.14.14 Once the proposed solution is developed and is approved by the Consulting Contract Administrator from the 60% Draft Preliminary Design Report, an additional assessment shall be undertaken to identify the hydraulic and cost impact on the proposed solution as a result of the following components:

- (a) Future densification (both infill and new developments, including an additional 100 ha of light industrial land); and
- (b) Operation of the Lift and Flood Pump Stations in the Project Study Area.

D7.15 PRELIMINARY DESIGN REPORT

D7.15.1 The 60% Draft Preliminary Design Report shall include the following minimum requirements:

- (a) Certify that the solution and any associated recommendations, conclusions contained in the Conceptual District Plan remain acceptable.
- (b) Additional survey or other data collection requirements and the proposed approach to address missing data, confirm assumptions and to determine site conditions, as applicable.
- (c) Certify the InfoWorks hydraulic model is fit for use.
- (d) Certify a robust hydraulically feasible design has been developed.
- (e) Detailed explanation of steps conducted in order to bring the solution to a preliminary design level of definition.
- (f) The design criteria in which the solution was evaluated during Preliminary Design.

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- (g) Hydraulic modelling findings for solution recommended.
 - (h) Summary of findings from evaluations completed in relation to preliminary design, which may include the following:
 - (i) Flow Monitoring;
 - (ii) Geotechnical Investigations;
 - (iii) Dugald Drain Assessment;
 - (iv) Heritage Resources;
 - (v) Topographic Surveys; and
 - (vi) Land Use Considerations.
 - (i) Summary of communications completed with external stakeholders to date with respect to the solution development during Preliminary Design, and to align with the Stakeholder Engagement Plan (see D7.18). Summarize all future considerations and/or modifications made to the solution to address external stakeholders' concerns.
 - (j) Preliminary design drawings for the proposed solution.
- D7.15.2 Should any of the minimum requirements of the 60% Draft Preliminary Design Report as per D7.15.1 not be completed sufficiently at submission, the 60% Draft will be returned to the Consultant. The 60% Draft Review meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided.
- D7.15.3 Presentation slides shall be organized to demonstrate how the proposed solution meets all the requirements of the Preliminary Design, summarizing the work completed as part of the Preliminary Design Report. It shall be submitted prior to the 95% Preliminary Design Review meeting per requirements stated in D6.2.3(b)(xiv).
- D7.15.4 The 95% complete Preliminary Design Report shall include the following requirements at minimum:
- (a) Updates to all content developed in the 60% complete Preliminary Design Report Draft (See D7.15.1.);
 - (b) Hydraulic and cost impact assessment per requirements stated in D7.14.14; and
 - (c) Any pertinent feedback gathered from the Preliminary Design Report presentation.
 - (d) Summary of future communication requirements on the project as part of Detailed Design, including any Notification Of Alteration (NOA) requirements for existing Provincial Environmental Act Licences, public engagement, engagement with private entities, as applicable based on the solution selected.
 - (e) Cost of the proposed solution and the solution is optimized for cost-effectiveness shall be verified.
 - (f) The basis of estimate process shall utilize the latest Basis of Estimate Investment Planning spreadsheet template identified in D6.4.1(l) to document results. The completed Basis of Estimate spreadsheet shall be included as an appendix to the Preliminary Design Report with any additional Basis of Estimate information.
 - (g) Preliminary design drawings for the proposed solution.
 - (i) Include these design drawings as an appendix to the report.
 - (h) Cost estimate of additional annual operations and maintenance (O&M) associated with the solution selected and any improvements to the operating and maintenance of the existing district sewer system.
 - (i) A summary of the work involved in during the Risks and Opportunities Identification Phase must then be included in the Preliminary Design Report.
- D7.15.5 Should any of the minimum requirements of the 95% Draft Preliminary Design Report as per D7.15.4 not be completed sufficiently at submission, the 95% Draft will be submitted back to the Consultant. The 95% Draft Review Meeting will be delayed until such time that a 95% Draft including all of the minimum requirements has been provided.

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- D7.15.6 Following the City's review of the 95% complete Preliminary Design Report, the Consultant will address any remaining City comments.
- D7.15.7 Following the City's approval that the Consultant has addressed all of the City's comments, a Final 100% complete version of the Preliminary Design Report shall be submitted. See D6.2.5.
- D7.16 HERITAGE RESOURCES
- D7.16.1 The consultant shall submit specific project footprints with supportive illustrative materials (pdf maps) for the Province to conduct a detailed review of the footprint and determine if any potential impacts to heritage resources.
- D7.16.2 Based on feedback from the Province, the consultant shall review the feasibility to proceed with the proposed solution. If the proposed solution is determined to be not feasible, the consultant shall propose an alternative solution.
- D7.17 RISKS AND OPPORTUNITIES IDENTIFICATION
- D7.17.1 Risk and Opportunities
- (a) This work shall include:
- (i) all activities required to prepare the Risks and Opportunities framework/register in Appendix E; and
- (ii) Completion of the Risks and Opportunities Identification Meeting with the City Working Group.
- D7.17.2 Risk Management Plan
- (a) In addition to the Risk and Opportunity framework/register in Appendix E, the Consultant shall prepare a Risk Management Plan.
- (b) Prepare a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan, and associated costs to manage risks.
- (c) Using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>
- (d) The Risk Management Plan is to be updated and included with the Consultant Monthly Progress Reports indicated in D6.2.3(b)(xvi) and D7.6.6(a).
- D7.18 STAKEHOLDER ENGAGEMENT
- D7.18.1 Submit a plan identifying:
- (a) External stakeholders pertinent to the proposed solutions;
- (b) Any remaining gaps/study work required during preliminary design to identify all external stakeholders pertinent to the Project;
- (c) The recommended timing during the project development that these stakeholders should be contacted; and
- (d) The means by which communication will take place.
- D7.18.2 The stakeholder engagement plan shall include an assessment with recommendations for public engagement or communication which is to be developed with input from City Communications and Corporate Engagement and be subject to approval by the Consulting Contract Administrator.
- D7.18.3 It is anticipated that green infrastructure opportunities and proposed solutions likely require public engagement, which should be developed as part of the Preliminary Design phase and meet the requirements.
- D7.18.4 See D6.10 for additional public and stakeholder engagement requirements.

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D7.19 DRAWING DEVELOPMENT

D7.19.1 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. Refer to Appendix E, City Preliminary Design Report Template Rev1.0 for specific drawing requirements.

D7.19.2 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

- (a) Document named "WWD CAD/GIS STANDARDS (March 30, 2023).
- (b) Drawings should comply with City standards and contain both the City and Consultant's logos.

D7.20 COST ESTIMATION

D7.20.1 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.

D7.20.2 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>

D7.21 ADDITIONAL WORK ALLOWANCE

D7.21.1 The Additional Work Allowance indicated in B8.3.1(d) is to be used for additional heritage resource, underground structure, data collection, engineering, testing, public engagement, and design services that arise due to unforeseen conditions.

D7.21.2 When such unforeseen conditions arise, the Consultant will prepare a concise scope of work and cost proposal, following requirements as defined in D6.8, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.

D7.21.3 No work shall start prior to the approval stated in D7.21.2.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 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.

D8.1.1 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.

D8.1.2 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;

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- (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.

D9. UNFAIR LABOUR PRACTICES

- D9.1 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.
- D9.2 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.
- D9.3 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.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C14.
- D9.5 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.
- D9.5.1 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.
- D9.5.2 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 D9.5. 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

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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

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business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D11. SAFE WORK PLAN

D11.1 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.

D11.2 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>

D12. INSURANCE

D12.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D12.2 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.

D12.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for thirty-six (36) months after Total Performance.

D12.3 The policies required in D12.2(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.

D12.4 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 D12.2(a) and D12.2(b).

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- D12.5 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 D12.2(a) and D12.2(c).
- D12.6 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 D12.9.
- D12.7 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.
- D12.8 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.
- D12.9 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D10;
 - (ii) the Safe Work Plan specified in D11; and
 - (iii) evidence of the insurance specified in D12.
 - (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 D18.1
- D13.3 The City intends to award this Contract by December 31, 2024.

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Finalized Data Collection and Assessment TM by May 31, 2025;
 - (b) Submission of the Final Hydraulic Modelling TM, with model updates documentation by November 30, 2025; and
 - (c) Submission of final Preliminary Design Report deliverables, with all comments from the City incorporated and accepted by April 30, 2026.
- D14.2 The Consultant may suggest alternative critical stages within the Proposal, but must also provide reasoning for this based on their understanding of the scope of work. The City may accept deviations from these critical stages if sufficient reasoning is provided.

D15. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D15.1 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

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with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.

- D15.2 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.
- D15.3 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.
- D15.4 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 D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D15.6 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.

D16. PUBLIC ENGAGEMENT

- D16.1 Where public engagement is recommended, the Consultant shall work collaboratively with the Consulting Contract Administrator and the Office of Public Engagement.
- D16.2 The Consultant shall include for hosting four (4) public engagement meetings with the project team.
- D16.3 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.
- D16.3.1 All public materials must be posted online two (2) weeks prior to an in-person event.
- D16.3.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D16.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D16.4 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

- D16.5 Where public engagement is recommended, the Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:
- (a) a public engagement strategy that clearly identifies:
- (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;

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- (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

- D16.6 An appropriate level of stakeholder engagement shall be planned based on the proposed solution from the preliminary design.
- D16.7 The public and stakeholder engagement shall be developed with coordination with the Consulting Contract Administrator.

Public & Stakeholder Engagement Outcomes

- D16.8 The execution of the public engagement plan will result in reaching the objectives determined as part of the Preliminary Design phase. The following minimum objectives are required:
- (a) participants and the general public have an understanding of the City's current systems and processes;
 - (b) participants and the general public recognize the need for combined sewer overflow to be mitigated;
 - (c) participants' perceptions of sewer system, improvements to mitigate CSO, and provide additional benefits. The CSO Master Plan objectives and strategic benefits shall be considered and incorporated into the review.
 - (d) participants input in response to terms of reference are collected and considered; and
 - (e) participants understand how their input was considered and incorporated (where possible) into the proposed solution.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D17.2 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.

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D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

D19.1 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 D19.

D19.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D19.4 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.

D19.4.1 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.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

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D19.4.4 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 D19.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D20.1 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.

D20.2 Further to D20.1, in the event that the obligations in D20 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.

D20.3 For the purposes of D20:

- (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.

D20.4 Modified Insurance Requirements

D20.4.1 If not already required under the insurance requirements identified in D12, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.

D20.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000) 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.

D20.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D20.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Consultant

D20.5.1 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.

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D20.5.2 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;

in relation to this Contract or the Work.

D20.6 Records Retention and Audits

D20.6.1 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.

D20.6.2 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 D20.6.1 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.

D20.7 Other Obligations

D20.7.1 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.

D20.7.2 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.

D20.7.3 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.

D20.7.4 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.

D20.7.5 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.

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D20.7.6 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 – MISSION AND ROLAND PROJECT STUDY AREA FIGURE

APPENDIX B – NON-DISCLOSURE AGREEMENT

APPENDIX C – CS DATA COLLECTION AND ASSESSMENT TM TEMPLATE

APPENDIX D – COW MODELLING GUIDELINES

APPENDIX E – CS PRELIMINARY DESIGN REPORT TEMPLATE

APPENDIX F – ELECTRICAL DESIGN GUIDE

APPENDIX G – IDENTIFICATION STANDARD

APPENDIX H – HMI LAYOUT AND ANIMATION PLAN

APPENDIX I – AUTOMATION DESIGN GUIDE

APPENDIX J - WSTP E&I STANDARDIZATION SUMMARY

APPENDIX K – WASTEWATER PLANNING USER GROUP (WAPUG) CODE OF PRACTICE FOR THE HYDRAULIC MODELLING OF SEWER SYSTEMS

APPENDIX L – DEFINITION OF PROFESSIONAL CONSULTANT SERVICE

