



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 928-2025

**PROFESSIONAL CONSULTING SERVICES FOR FLOOD PUMPING AND
UNDERPASS PUMPING STATION CONDITION ASSESSMENT**

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Scope of Services	2
D5. Definitions	4
D6. General Requirements	4
D7. Project Management	8
D8. Inspection Protocols	10
D9. Superstructure and Substructure Inspections	10
D10. Wet Well, Discharge Box, and Gate Chamber Inspections	11
D11. Condition Assessment	11
D12. Risk Assessment	11
D13. Portfolio Asset Management Recommendations	12
D14. Condition Assessment Report	12
D15. Accessible Customer Service Requirements	12
D16. Supplier Code of Conduct	13
D17. Unfair Labour Practices	13

Submissions

D18. Authority to Carry on Business	14
D19. Safe Work Plan	14
D20. Insurance	14

Schedule of Services

D21. Commencement	15
D22. Supply Chain Disruption Schedule Delays	16

Measurement and Payment

D23. Invoices	16
D24. Payment	17

Dispute Resolution

D25. Dispute Resolution	17
-------------------------	----

Third Party Agreements

D26. Funding and/or Contribution Agreement Obligations	18
--	----

APPENDIX A – RELEVANT DOCUMENTS

APPENDIX B – RECORD DRAWINGS

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR FLOOD PUMPING AND UNDERPASS PUMPING STATION CONDITION ASSESSMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 30, 2026.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour on January 14, 2026, at three (3) pumping stations. These locations will serve as representation for most pumping stations to be assessed in this project. Time and location for tour dates are as follows:

- (a) 09:00 to 09:30 at Ash Flood Pumping Station – 1059 Wellington Crescent;
- (b) 10:15 to 10:45 at Cockburn Combined Lift/Flood Pumping Station – 905 Cockburn Street; and
- (c) 11:30 to 12:00 at ROUTE 165 Underpass Pumping Station – 1965 Pembina Highway.

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

B3.1.2 If there has been a substantial amount of precipitation before or on the date listed in B3, the Consulting Contract Administrator may cancel and/or reschedule the site investigation by issuing an addendum at any time prior to the time and date specified in B3.

B3.1.3 Proponents are required to bring their own PPE (CSA approved safety footwear; hard hat, high visibility vest, and safety glasses and gloves) to the site investigation. Proponents without appropriate PPE will not be allowed access inside the pumping stations.

B3.1.4 Proponents wanting to access the lower levels of the pumping stations will require to have Confined Space Entry Training and will be asked to show their certification at the site investigation. Proponents without Confined Space Entry Training will not be allowed to access the lower levels of the pumping stations.

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

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

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

B3.5 Proponent's will be allowed to take pictures of the sites provided there are no City representatives in the pictures.

B4. ENQUIRIES

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

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

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

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

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

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
 - (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
 - (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
 - (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
 - (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPOSER AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
 - (a) details demonstrating the history and experience of the Proponent and Subconsultants in preparing inspection protocols and cost estimates, conducting condition and risk

assessments, assigning renewal and rehabilitation activities, and providing project management services on three (3) of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) schedule (anticipated Project schedule and actual project delivery schedule);
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).
 - (i) references should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) references may be used to confirm the information provided in the proposal.
 - (iii) other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager;
- (b) Civil Lead Engineer;
- (c) Electrical Lead Engineer;
- (d) Controls Lead Engineer;
- (e) Mechanical Lead Engineer;
- (f) Structural Lead Engineer.

B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) role of the person;
- (c) project owner;
- (d) reference information (two current names with telephone numbers and email addresses per project).

- (i) references should have worked directly on the projects described, such as the Project Manager or Contract Administrator; and
- (ii) references may be used to confirm the information provided in the proposal.
- (iii) other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's approach and methodology to complete the work;
- (c) the deliverables and associated work activities of the Project;
- (d) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
- (e) the proposed techniques to ensure data quality and consistency, and elimination of subjectivity or inspector bias from the assessments;
- (f) all significant assumptions and interpretations;
- (g) any perceived project challenges or potential risks and how they will be overcome;
- (h) any innovation to be used to perform the services;
- (i) 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;
- (j) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D3.1 Scope of Services.

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

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

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

B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.1.

B13. PROJECT SCHEDULE (SECTION F)

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

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

B14. DISCLOSURE

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

B14.2 The Persons are:

- (a) MPE Engineering Ltd.

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with their Proposal, each entity identified in B15.2 shall:

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

B15.4 Without limiting B15.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place

such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B16. QUALIFICATION

B16.1 The Proponent shall:

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

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

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

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

- (a) have successfully carried out services for preparing inspection protocols and cost estimates, conducting condition and risk assessments, assigning renewal and rehabilitation activities, and providing project management services for 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 B16.4 and D6).
- (g) have completed Confined Space Entry Training for any proponent staff that will be accessing the lower levels of a flood pumping station, combined lift/flood pumping station or underpass pumping station.

B16.4 Further to B16.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B19. WITHDRAWAL OF OFFERS

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

B20. INTERVIEWS

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

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

(a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom:	(pass/fail)
(b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16:	(pass/fail)
(c) Fees; (Section B)	25%
(d) Experience of Proponent and Subconsultant; (Section C)	15%
(e) Experience of Key Personnel Assigned to the Project; (Section D)	25%
(f) Project Understanding and Methodology (Section E)	30%
(g) Project Schedule. (Section F)	5%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points

B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.5.

B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.

B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B23.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B23.4.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B23.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).

B23.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.

B23.7 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*.

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:

Jesse Wurch, P.Eng.

Project Engineer

Telephone No. (431) 294-6831

Email Address: JWurch@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. BACKGROUND

D3.1 The City of Winnipeg's Water & Waste Department (WWD) operates twenty-five (25) flood pumping stations and six (6) combined lift/flood pumping stations. When river levels are high, these stations transport stormwater runoff and/or diluted wastewater to the river system and play an important role in protecting homes and other buildings from basement flooding.

D3.2 Eleven (11) underpass pumping stations are owned by the City's Public Works Department and Transit Department. During rain events, these stations transport stormwater runoff from the low-lying underpass area to a higher elevation where it can drain by gravity to the land drainage system. These stations are essential for preventing surface flooding along major transportation corridors.

D3.3 The City of Winnipeg is committed to managing assets in a proactive manner. To maintain this commitment, it is necessary to understand the current condition, estimate the remaining useful service life, quantify lifecycle activities required, and develop a risk-based prioritization plan for the current asset inventory.

D3.4 Twenty-nine (29) flood and combined lift/flood pumping stations were evaluated by KGS Group in the 2007 Flood Pumping Station Condition Assessment Report.

D3.5 Five (5) underpass pumping stations were evaluated by Stantec Consulting Ltd. in the 2015 Underpass Pump Station Condition Assessments Report (Condition Assessment of Five Underpass Pumping Stations RFP No. 713-2014).

D3.6 Condition assessment of seventy-five (75) wastewater lift stations, including the six (6) combined lift/flood pumping stations, were performed by MPE Engineering Ltd. between 2019 to 2024 (Wastewater Lift Station Condition Assessment Phase II RFP No. 748-2018). However, flood pumping components of the combined stations were not inspected or assessed.

D3.7 Existing Excel based condition assessment and risk assessment tools previously developed for the wastewater lift station assessments will be modified by the successful proponent to suit the flood pumping station assessments.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of comprehensive inspection, condition assessment, and risk assessment of the flood pumping station and underpass pumping station asset classes in accordance with the following:

- (a) Project Management in accordance with D7;
- (b) Inspection Protocols in accordance with D8;
- (c) Superstructure and Substructure Inspections in accordance with D9;
- (d) Wet Well, Discharge Box, and Gate Chamber Inspections in accordance with D10;
- (e) Condition Assessments in accordance with D11;
- (f) Risk Assessment in accordance with D12;
- (g) Portfolio Asset Management Recommendations in accordance with D13; and
- (h) Condition Assessment Report in accordance with D14.

D4.1.1 The Services required under D7, D8, D9, D10, D11, D12, D13 and D14 shall be in accordance with the City's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.1.2 Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.
<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

D4.1.3 The Services required under D7, D8, D9, D10, D11, D12, D13 and D14 are required, however, the Consultant must draw upon their expertise and knowledge in condition assessments to make appropriate recommendations in their proposal and deliverables.

D4.2 The WWD requires inspection, condition assessment, and three-dimensional point cloud and imagery data of the following thirty-one (31) flood pumping stations and eleven (11) underpass pumping stations.

No.	Pumping Station	Address	Pumping Station Type
1	Archibald St Underpass**	3 Archibald St	Underpass
2	Ash	1059 Wellington Cr	Flood
3	Assiniboine	60 Main St	Flood
4	Aubrey	1014 Palmerston Ave	Flood
5	Baltimore	250 Churchill Dr	Flood
6	Bannatyne	20 Ship St	Flood
7	Chataway*	1810 Wellington Cr	Combined (Lift/Flood)
8	Clifton	1256 Wolseley Ave	Flood
9	Cockburn	905 Cockburn St	Combined (Lift/Flood)
10	Colony	40 Granite Way	Flood
11	Cornish	110 Cornish Ave	Flood

12	Despins	465 Tache Ave	Flood
13	Dumoulin	691 Tache Ave	Combined (Lift/Flood)
14	Fort Rouge Park*	339 River Ave	Flood
15	Galt	401 Waterfront Dr	Flood
16	Hart	1 Hart Ave	Flood
17	Hawthorne	1178A Kildonan Dr	Combined (Lift/Flood)
18	Jefferson	299A Scotia St	Flood
19	Jessie	413 Mulvey Ave E	Flood
20	Keewatin St Underpass**	15 Park Lane Ave	Underpass
21	Kenaston Blvd Underpass	1335 Wilkes Ave	Underpass
22	La Verendrye	745 Tache Ave	Flood
23	Linden	856 Kildonan Dr	Combined (Lift/Flood)
24	Mager	5 Mager Dr	Flood
25	Marion	11 Marion St	Flood
26	Mayfair	105 Mayfair Ave	Combined (Lift/Flood)
27	McPhillips St Underpass**	398 McPhillips Ave	Underpass
28	Metcalfe	242 Metcalfe Ave	Flood
29	Mission	91 Archibald St	Flood
30	Newton	469 Scotia St	Flood
31	Osborne St Underpass	395 Osborne St	Underpass
32	Plessis Rd Underpass	1090 Plessis Rd	Underpass
33	Polson	75 Scotia St	Flood
34	Roland	16 Watt St	Flood
35	Route 20 Underpass**	830 Lagimodiere Blvd	Underpass
35	Route 90 Underpass**	250 Park Lane Ave	Underpass
37	Route 165 Underpass	1965 Pembina Hwy	Underpass
38	Selkirk	108 Selkirk Ave	Flood
39	St. James Underpass	1655 Wolseley Ave W	Underpass
40	St John's	20 Anderson Ave	Flood
41	Syndicate	200 Syndicate St	Flood
42	Waverley Street Underpass	861 Waverley St	Underpass

Notes: *Flood Pumping Station was not evaluated during the 2006 Condition Assessment

**Underpass Pumping Station was evaluated during the 2015 Condition Assessment

D4.3 The following design guides and standards shall apply to the Services:

- (a) City of Winnipeg Water & Waste Department Electrical Design Guide, current revision:
[Microsoft Word - WWD Electrical Design Guideline R07 Final](#)
- (b) City of Winnipeg Water & Waste Department Identification Standard, current version:
<https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf>
 - (i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.
- (c) City of Winnipeg Water & Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at
http://winnipeg.ca/waterandwaste/dept/cad_gis.stm

D4.4 Relevant documents and record drawings outlined in Appendix A and Appendix B respectively, are for informational purposes only and the City makes no claim or liability to the accuracy of the information provided.

- (a) relevant documents listed in Appendix A are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City.
- (b) existing record drawings (Appendix B) will be provided during the RFP period upon formal email request to the Consulting Contract Administrator. These documents will be released at the sole discretion of the City.
- (c) isometric drawings, operating and maintenance (O&M) manuals, emergency evacuation procedures and flood pumping station maintenance dry pump test logs and videos will be provided at the request of the successful proponent.

D4.5 The funds available for this Contract are \$1,578,000.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **"City"** means City of Winnipeg"
- (b) **"GIS"** means Geographical Information System;
- (c) **"Lifecycle Activity"** means works or activities to acquire, operate, maintain, renew, or dispose assets;
- (d) **"OWAM"** means Oracle Work and Asset Management;
- (e) **"Professional Engineer"** means an individual that is registered to practice engineering in the Province of Manitoba;
- (f) **"Supply Chain Disruption"** means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
- (g) **"WWD"** means Water and Waste Department.
- (h) **"Pumping Stations"** refers to both Flood Pumping Stations (FPS) and Underpass Pumping (UP) Stations.

D6. GENERAL REQUIREMENTS

D6.1 General Requirements of the Consultant

D6.1.1 The Consultant shall ensure that the Scope of Services is performed under the 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 Engineers Geoscientists Manitoba.

- (b) other reports and documents not involving the practice of professional engineering such as letters of information and minutes of meetings may be prepared 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 technical aspects of this Project must be endorsed by the Consultant in a manner acceptable to the City.

D6.1.3 The Consultant shall, at a minimum, use the most current industry standard practice and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the Consulting Contact Administrator on the application of codes and standards.

D6.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator. Experience and qualifications as specified in B11 shall be submitted for all requested substitute(s) and replacement(s) and must be equal or greater than Key Personnel submitted through the RFP process. Fees will not be adjusted by approving substitute(s) of greater experience.

D6.2 General Requirements for Project Deliverables

D6.2.1 Project deliverables include but are not limited to:

- (a) Project management plan as specified in D7.2;
- (b) Meeting minutes as specified in D7.4;
- (c) Consultant progress reports as specified in D7.5;
- (d) GIS and OWAM data correction and recommendation lists as specified in D8.3;
- (e) Draft(s) and final inspection protocols (42) as specified in D8.4;
- (f) Draft(s) and final safe work plan as specified in D19**Error! Reference source not found.**;
- (g) Schedule for inspections as specified in D9.1 and D9.2;
- (h) Copies of all photographs and videos taken as specific in D9.5 and D10.3;
- (i) Laser scanning datasets (42) as specified in D9.6 and D9.7;
- (j) Draft(s) and final condition assessment workbook template D11.2;
- (k) Draft(s) and final condition assessment workbooks (42) as specified in D11.6;
- (l) Station condition assessment reports as specified in D11.7;
- (m) Draft(s) and final risk assessment workbook as specified in D12.4;
- (n) Draft(s) and final condition assessment report as specified in D14.1.

D6.2.2 Unless otherwise indicated, the review period for the Project Deliverables shall be a minimum of fifteen (15) Business Days and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path method schedule as outlined in B13.

- (a) the City review of separate Project Deliverables shall not have overlapping timeframes.
- (b) a review blackout period of two weeks in 2026 and 2027 shall be included in the schedule commencing on the Monday prior to December 25.

D6.2.3 All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (a) all Deliverables shall be reviewed by a representative of the Consultant who is proficient in the technical writing prior to being submitted to the City.

(b) any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.

D6.2.4 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

- (a) draft and final versions of condition assessment and risk assessment workbooks shall be submitted in Microsoft Excel Macro-Enabled (.xlsm) native format.
- (b) draft versions of written documents shall be submitted in Microsoft Word (.docx) native format.
- (c) final versions of written documents shall be submitted in Portable Document Format (.pdf)
- (d) where possible, all documents provided as PDF shall be in a single electronic file and searchable.
- (e) all Deliverables shall be submitted to the Consulting Contract Administrator.

D6.3 General Requirements for Inspections

D6.3.1 Wastewater Services personnel will provide access to all stations and will be present during inspections.

D6.3.2 The Consultant will be required to complete the City's job hazard assessment prior to each inspection. This form will be provided and maintained by Wastewater Services personnel.

D6.3.3 The Consultant must retain scanned copies of each job hazard assessment and, upon request, provide a copy to the Consulting Contract Administrator as proof of completion.

D6.3.4 Components of the stations shall only be operated under the direct supervision of Wastewater Services personnel.

D6.3.5 Consultant shall record all observations and comments made by Wastewater Services personnel regarding station operation and condition issues.

D6.3.6 Inspections will not be carried out while the stations are activated. In the event of substantial precipitation before or on the day that assistance is required, the inspection shall be rescheduled upon request by Consulting Contract Administrator.

D6.3.7 Underpass pumping station pump tests will not be permitted during winter months. A pump test blackout period will occur between October 16th to May 31st of the following year. Exact dates may vary based on seasonal conditions.

D6.3.8 Flood pump station pump tests will not be permitted during flood season. A dry pump test blackout period will occur between March 1st and October 15th of the same calendar year. Exact dates may vary based on seasonal conditions.

D6.3.9 The Consultant shall be aware that underground chambers, lower levels of pumping stations, manholes, and sewers are considered a confined space and shall follow the "Guidelines for Confined Entry Work" as published by the Manitoba Workplace Safety and Health Division. The following locations are considered Hazardous Confined Spaces:

- (a) wet wells (including entrance chamber), gate chambers and discharge boxes.
- (b) lower levels of the pumping stations (including pump room, motor room, entrance).
- (c) sewer manholes.
- (d) any other areas labelled as 'Confined Space' at the site.

D6.3.10 Any staff requiring access to a confined space will be required to have Confined Space Entry Training. The Consulting Contract Administrator will be checking all Consultant staff planning to enter the lower areas on site or any other confined space. Any staff that can not produce proof of training on site will not be allowed to enter the lower levels of the Pumping Station.

D6.3.11 The Consultant is responsible for confined space entry, including permits, emergency standby personnel, air monitoring equipment, ventilation, air supply, breathing apparatuses, confined space rescue devices, and personal protective equipment, including body harness and all inspection equipment (including lighting).

D6.3.12 All confined spaces must be continuously monitored for the presence of contaminants and safe oxygen levels prior to entry and during the time that personnel are inside the confined space. Equipment for continuous monitoring of gases must be explosion-proof, calibrated, and equipped with a visible and audible alarm. The Consultant is responsible for all monitoring requirements.

D6.3.13 The Consultant will require a dedicated watch at all times for staff who are required to enter a confined space. The dedicated watch shall be solely for monitoring staff, providing regular check ins and initiating emergency response plans.

D6.4 General Requirements for Photographs

D6.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

- (a) date the photograph was taken;
- (b) location and orientation where the photograph was taken; and
- (c) a brief description of what is depicted by the photograph.

D6.5 General Requirements for Video

D6.5.1 All videos submitted to the City as part of the Project shall include captions with the following information:

- (a) date the video was taken; and
- (b) location the video was taken.

D6.6 General Requirements for the Station Condition Assessment Reporting

D6.6.1 Provide condition assessment reporting for each pumping station inspected. Each report shall include, at a minimum:

- (a) a description of the station;
- (b) a summary of findings from the inspections, including:
 - (i) procedures used to collect the data; and
 - (ii) all data collected during the inspections.
- (c) descriptions of code compliance, occupant safety, and accessibility issues;
- (d) recommendations on frequency of future inspections;
- (e) an opinion on the remaining useful life on the stations in their current condition;
- (f) a description of recommendations on annual maintenance and inspection activities, including:
 - (i) a description of current maintenance and inspection activities; and
 - (ii) recommended additional maintenance and inspection activities.
- (g) recommended renewal options including:
 - (i) analysis of renewal options (if applicable);
 - (ii) construction methodologies and logistic considerations for the recommended renewal option;
 - (iii) a timeline for the recommended renewal option; and
 - (iv) an AACE Class 5 cost estimate with an expected accuracy range of -50% to +100% for the recommended renewal option.

D6.7 General Requirements for Meetings

D6.7.1 The consultant is to coordinate all Project meetings. Coordinating Project meetings include:

- (a) provide meeting invites a minimum five (5) business days prior to meeting date.
- (b) provide an agenda a minimum of two (2) Business Days before the meeting date.
- (c) provide meeting minutes within five (5) Business Days after the meeting date.

D7. PROJECT MANAGEMENT

D7.1 Plan, organize, secure, and manage resources to complete the Scope of Work using the City Project Management Manual templates where available. Project management services shall include:

- (a) create and submit a Project Management Plan (D7.2).
- (b) schedule and chair all project meetings (D7.3 and D7.4).
- (c) issue a Consultant Progress Report every quarter (D7.5).
- (d) schedule and coordinate all site visits or work that will require assistance from City personnel (D7.6).
- (e) carry out other project management activities as required.

D7.2 A project management plan shall be submitted no later than ten (10) Business Days after Project Award. The project management plan shall include but not be limited to:

- (a) Scope and Schedule
 - (i) include the schedule information required in B13.
 - (ii) provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) the approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) update and include the Project schedule with each Consultant Progress Report as Described in D7.3. The updated Project schedule to include Percentage Work Complete for each task.
 - (vi) the Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
- (b) Budget
 - (i) include the budget information required in B9.
- (c) Quality Management
 - (i) describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - field surveying procedures and controls;
 - field review, verification, and validation;
 - city reviews;
 - corrective action process; and
 - quality assurance and control of Deliverables.
- (d) Communication
 - (i) include an organizational chart.
 - (ii) identify the processes that will be used to liaise with the City throughout the provision of Services and to provide ample opportunity for input and review by the City's project team.
- (e) Change Management Plan

- (i) identify the schedule, quality, and budget impacts of any proposed changes.
- (f) Quality Assurance and Control Plan
 - (i) establish appropriate levels of review and approvals for all project Deliverables.
- (g) Risk Management Plan
 - (i) a risk management plan identifying risk event causes, risk event outcomes, degree of uncertainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) the risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.

D7.3 Monthly project meetings shall be scheduled by the Consultant to update the City's Consulting Contract Administrator on the status of the Project and to discuss other project management issues. Project meetings will be hosted virtually, apart from the pre-commencement meeting and all project deliverable presentations, which will be held in person.

D7.4 In addition to the monthly Project meetings detailed in D7.3, the following meetings shall be included in the Project schedule:

- (a) pre-commencement meeting – to be scheduled immediately upon award of the Project;
- (b) after submission of the draft Inspection Protocol as detailed in D8.5.1;
- (c) pre-inspection meetings as detailed in D9.3;
- (d) after submission of the draft Condition Assessment Workbook Template as detailed in D11.2.1;
- (e) after submission of the draft Condition Assessment Workbooks as detailed in D11.6.1;
- (f) after submission of the draft Risk Assessment Workbook as detailed in D12.4.1;
- (g) after submission of the draft Condition Assessment Reports as detailed in D14.2;
- (h) project closeout meeting.

D7.4.1 Meeting invites, agendas and minutes will be provided for Project meetings as outlined in D6.7.

D7.4.2 Meetings can be combined if approved by the Consulting Contract Administrator. Additional meetings may be required in the event that issues arise during the course the Project.

D7.5 Quarterly Consultant Progress Reports shall include the following:

- (a) work carried out in the previous quarter;
- (b) work in progress;
- (c) work anticipated for the following quarter, including projected person-hours;
- (d) percentage completion of each task and the overall Project;
- (e) information requests for the following quarter;
- (f) issues to date;
- (g) earned Value Analysis
- (h) schedule and quality performance, such as items that are behind schedule and how they will be addressed; and
- (i) budget and actual cost for completed tasks and projected cost for planned tasks.

D7.5.1 The consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).

D7.5.2 Quarterly Consultant Progress Reports shall be a maximum of two (2) pages and be submitted within five (5) business days of the quarter's end.

D7.6 Consultant shall provide notice of at least ten (10) Business Days prior to any site visits or work that will require assistance from City personnel.

D8. INSPECTION PROTOCOLS

D8.1 Review pertinent background information described in D3.

D8.2 Review drawings, operation and maintenance manuals, emergency evacuation procedures, and other materials regarding the design, construction, and operation of the pumping stations.

D8.3 Review the City's current attribute data and confirm asset information at each station is captured and identified in the City's GIS and OWAM databases. Submit corrections where required and provide recommendations for other attribute data that should be captured.

D8.4 Prepare Inspection Protocols that will be used for each pumping station inspection. The Inspection Protocols to include the following;

- D8.4.1 A listing of components to be inspected within the pumping stations.
- D8.4.2 A description of the inspection methodologies and technologies.
- D8.4.3 A listing of required equipment and tools to be used during the inspection.
- D8.4.4 Detailed inspection templates to catalogue the various elements of the pumping stations.

D8.5 Submit the draft Inspection Protocols to the City for review and comment.

D8.5.1 Schedule and chair a meeting after submittal to review the draft Inspection Protocol.

D8.5.2 Comments shall be reviewed and incorporated into the final Inspection Protocol, as applicable.

D9. SUPERSTRUCTURE AND SUBSTRUCTURE INSPECTIONS

D9.1 Inspections shall be scheduled in rounds that do not exceed four (4) consecutive Business Days.

D9.2 Inspections shall not be scheduled between March 1 to May 31 to avoid flood season when the stations are typically activated. Exact dates may vary based on seasonal conditions.

D9.3 Conduct a pre-inspection meeting at least five (5) Business Days prior to each round of inspections to review scheduling, roles, and responsibilities with the City.

D9.4 Conduct both interior and exterior inspections of all pumping station superstructure components in accordance with D6.3.

D9.5 Document pertinent details with photographs where beneficial in accordance with D6.4.

D9.6 Conduct laser scanning to obtain three-dimensional point cloud and imagery data of the pumping station superstructures and substructures. The laser scanning system used shall be a Trimble 3D Scanner or an approved alternative capable of incorporating data into AutoCAD.

- (a) the city holds the right at any time to down grade the Trimble 3D scans to basic 3D scans in the event of budgetary restrictions.
- (b) the proposal should include a cost reduction option to down grade the Trimble 3D scans to basic 3D Polycam scans or an approved LiDAR sensor alternative, in order to reduce project costing. The cost to down grade to the basic scanning system is to be included in Section B of the Proposal Submission listed in B7.

D9.7 Upon awarding the contract, the Consulting Contract Administrator will notify the Consultant if any stations are to be downgraded to basic 3D scans.

D10. WET WELL, DISCHARGE BOX, AND GATE CHAMBER INSPECTIONS

D10.1 Inspections shall be coordinated with station inspections detailed in D8.

D10.2 Conduct an interior inspection of all pumping station wet well, discharge box, and gate chamber components in accordance with D6.3.

D10.2.1 Wet well components may include but are not limited to trash racks, ladders, condition of concrete, sign and location of infiltration, isolation valves, and debris.

D10.3 Document the inspections using video in accordance with D6.5.

D11. CONDITION ASSESSMENT

D11.1 Modify the WWD's existing Excel based condition assessment workbook developed for wastewater lift station condition assessments to suit flood pumping stations and underpass pumping stations.

D11.2 Submit a draft condition assessment workbook template to the City for review and comment.

D11.2.1 Schedule and chair a meeting after submittal to review the draft workbook template.

D11.2.2 Comments shall be reviewed and incorporated into the final template, as applicable.

D11.3 Conduct a comprehensive assessment of each pumping station for each of the following asset condition categories as applicable:

- (a) facility
- (b) heating, ventilation and air conditioning (HVAC)
- (c) pumps
- (d) electrical and instrumentation
- (e) automation/controls and communication
- (f) pipes, valves, gates, and control structures
- (g) power

D11.4 Complete a condition assessment workbook for each pumping station listed in D4.2.

D11.5 Assessments shall include code compliance, occupant safety, and accessibility issues, as applicable.

D11.6 Submit draft condition assessment workbooks to the City for review and comment.

D11.6.1 Schedule and chair a meeting after submittal to review the draft workbooks.

D11.6.2 Comments shall be reviewed and incorporated into the final workbooks, as applicable.

D11.7 Prepare Station Condition Assessment Reports as detailed in D6.6.

D12. RISK ASSESSMENT

D12.1 Modify the WWD's existing Excel based risk assessment workbook developed for wastewater lift station condition assessments to suit flood pumping stations and underpass pumping stations.

D12.2 Transfer data from the pumping station condition assessment workbooks to the risk assessment workbook.

D12.3 Conduct a risk assessment of the flood pumping station and underpass pumping station asset classes.

D12.4 Submit a draft risk assessment workbook to the City for review and comment.

D12.4.1 Schedule and chair a meeting after submittal to review the draft workbook.

D12.4.2 Comments shall be reviewed and incorporated into the final workbook, as applicable.

D13. PORTFOLIO ASSET MANAGEMENT RECOMMENDATIONS

D13.1 Following the Condition and Risk Assessments in D11 and D12 develop recommendations for a target asset class condition score and a capital investment plan to achieve the target condition score.

D13.2 The Consultant is encouraged to consider innovative approaches to optimize capital forecasts while minimizing the overall risk profile of the asset class. Consideration should be given to renewal packages that may impact specific condition categories across a number of stations in conjunction with the typical station by station renewal approach.

D14. CONDITION ASSESSMENT REPORT

D14.1 Submit a draft Condition Assessment Report to the City for review and comment. At a minimum, the report shall include the following elements:

- (a) an executive summary;
- (b) an introduction;
- (c) a station-by-station condition summary;
- (d) asset class risk assessment;
- (e) portfolio asset management recommendations;
- (f) lessons learned;
- (g) a conclusion; and,
- (h) appendices for station condition assessment reports in accordance with D6.6.

D14.2 Conduct a review meeting with the City within twenty (20) Business Days after submittal of the draft Condition Assessment Report.

D14.3 Comments shall be reviewed and incorporated into the final report, as applicable.

- (a) submit one (1) electronic copy, one (1) bound hard copy, and one (1) unbound hard copy of the final Condition Assessment Report.

D15. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D15.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D15.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D15.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;

- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D16. SUPPLIER CODE OF CONDUCT

- D16.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D16.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D16.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D17. UNFAIR LABOUR PRACTICES

- D17.1 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> conventions as ratified by Canada.
- D17.2 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.
- D17.3 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.).
- D17.4 Failure to provide the evidence required under D17.3, may be determined to be an event of default in accordance with C14.
- D17.5 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.
 - D17.5.1 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.
 - D17.5.2 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 D17.5. 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

D18. AUTHORITY TO CARRY ON BUSINESS

D18.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D19. SAFE WORK PLAN

D19.1 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.

D19.2 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>

D19.2.1 The Safe Work Plans shall include but not be limited to the following sections:

- (a) confined space entry procedures;
- (b) ventilation and air quality monitoring;
- (c) provision of adequate lighting;
- (d) electrical shock protection;
- (e) an emergency response plan; and
- (f) any other precautionary measures required to ensure the work is performed safely.

D20. INSURANCE

D20.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D20.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;

- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.

D20.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D20.3 The policies required in D20.2(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.

D20.4 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 D20.2(a)D20.2(a) and D20.2(b).

D20.5 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 D20.2(a) and D20.2(c).

D20.6 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 D20.9.

D20.7 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.

D20.8 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.

D20.9 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

D21. COMMENCEMENT

D21.1 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.

D21.2 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 D18;
 - (ii) the Safe Work Plan specified in D19; and
 - (iii) evidence of the insurance specified in D20.

- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D24.1

D21.3 The City intends to award this Contract by March 18, 2026.

D22. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D22.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D22.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D22.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D22.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D22.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D22.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D23. INVOICES

- D23.1 Further to C11, Consultant:
 - (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Consulting Contract Administrator on submission of its invoice.
- D23.2 Further to C11, the City shall pay the Consultant according to the following schedule:

Item	Description	Spec. Ref	Payment Schedule
1.	Project Management	D7	Monthly
2.	Inspection Protocols	D8	75% of Unit Price per submission of Draft Inspection Protocol 25% of Unit Price per submission of Final Inspection Protocol
3.	Superstructure and Substructure Inspections	D9	75% of Unit Price per completed Inspection 25% of Unit Price per completed Inspection upon submission of the Draft Condition Assessment Report

4.	Wet Well, Discharge Box, and Gate Chamber Inspections	D10	75% of Unit Price per completed Inspection 25% of Unit Price per completed Inspection upon submission of the Draft Condition Assessment Report
5.	Condition Assessments	D11	75% of Unit Price per Draft Condition Assessment Workbook 25% of Unit Price per Final Condition Assessment Workbook upon submission of the Final Condition Assessment Report
6.	Risk Assessment	D12	75% of Unit Price upon submission of the Draft Risk Assessment Workbook 25% of Unit Price upon submission of the Final Condition Assessment Report
7.	Portfolio Asset Management Recommendations	D13	75% of Unit Price upon submission of the Draft Condition Assessment Report 25% of Unit Price upon submission of the Final Condition Assessment Report
8.	Condition Assessment Report	D14	75% of Unit Price upon submission of the Draft Condition Assessment Report 25% of Unit Price upon submission of the Final Condition Assessment Report

D24. PAYMENT

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

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

D25.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.

D25.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D25.3 The entire text of C17.5 is deleted, and amended to read:

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

D25.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

(a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.

(b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:

- (i) The Consulting Contract Administrator;
- (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
- (iii) Department Head.

D25.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.

D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D25.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D25.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D26.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D26.3 For the purposes of D26:

- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

D26.4.1 If not already required under the insurance requirements identified in D20, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.

D26.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D26.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D26.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Consultant

D26.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D26.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

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

D26.6 Records Retention and Audits

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

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

D26.7 Other Obligations

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

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

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

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

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

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

APPENDIX A – RELEVANT DOCUMENTS

The following documents are available electronically by request to the Consulting Contract Administrator and after submission of a Non-Disclosure Agreement:

1	Wastewater Lift Station Condition Assessment Phase II – Risk Assessment Tool	
	Author: MPE Engineering Ltd. Published:	
2	Wastewater Lift Station Condition Assessment Phase II – Condition Assessment Form and Risk Assessment Tool Tutorial	
	Author: MPE Engineering Ltd. Published: June 2024	
3	Wastewater Lift Station Condition Assessment Phase II – Chataway Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: March 2020	
4	Wastewater Lift Station Condition Assessment Phase II – Chataway Lift Station Assessment Workbook	
	Author: MPE Engineering Ltd. Published:	
5	Wastewater Lift Station Condition Assessment Phase II – Cockburn Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: March 2020	
6	Wastewater Lift Station Condition Assessment Phase II – Cockburn Lift Station Assessment Workbook	
	Author: MPE Engineering Ltd. Published:	
7	Wastewater Lift Station Condition Assessment Phase II – Dumoulin Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: December 2021	
8	Wastewater Lift Station Condition Assessment Phase II – Dumoulin Lift Station Assessment Workbook	
	Author: MPE Engineering Ltd. Published:	
9	Wastewater Lift Station Condition Assessment Phase II – Hawthorne Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: June 2024	
10	Wastewater Lift Station Condition Assessment Phase II – Hawthorne Lift Station Assessment Workbook	

	Author: MPE Engineering Ltd. Published:	Excel-based Condition Assessment Workbook for the Hawthorne combined lift/flood station
11	Wastewater Lift Station Condition Assessment Phase II – Linden Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: April 2021	Report summarizing the inspection and assessment of the Linden combined lift/flood station.
12	Wastewater Lift Station Condition Assessment Phase II – Linden Lift Station Assessment Workbook	
	Author: MPE Engineering Ltd. Published:	Excel-based Condition Assessment Workbook for the Linden combined lift/flood station
13	Wastewater Lift Station Condition Assessment Phase II – Mayfair Lift Station Assessment	
	Author: MPE Engineering Ltd. Published: February 2023	Report summarizing the inspection and assessment of the Mayfair combined lift/flood station.
14	Wastewater Lift Station Condition Assessment Phase II – Mayfair Lift Station Assessment Workbook	
	Author: MPE Engineering Ltd. Published:	Excel-based Condition Assessment Workbook for the Mayfair combined lift/flood station
15	2007 Flood Pumping Station Condition Assessment Report	
	Author: KGS Group Inc. Published: April 30, 2007	Report summarizing the inspection and assessment of 29 flood pumping stations underpass pumping stations
16	2015 Underpass Pump Station Condition Assessments Report	
	Author: Stantec Consulting Ltd. Published: June 6, 2015	Report summarizing the inspection and assessment of the Archibald, Keewatin, Route 90, Route 20 and McPhillips underpass pumping stations
17	Condition Assessment Template March 2023	
	Author: MPE Engineering Ltd. Published:	Excel-based Condition Assessment Workbook Template
18	Bannatyne FPS Final Report 2006	
	Author: KGS Group Inc. Published: December 2006	Report summarizing the inspection and assessment of the Bannatyne flood station.
19	Linden FPS Final Report 2006	
	Author: KGS Group Inc. Published: December 2006	Report summarizing the inspection and assessment of the Linden combined lift/flood station.

APPENDIX B – RECORD DRAWINGS

The existing Record Drawings are for informational purposes only and the City makes no claim or liability to the accuracy of the information. This information will be provided during the RFP period upon formal email request to the Consulting Contract Administrator.