



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 142-2026**

**PROFESSIONAL CONSULTING SERVICES FOR SEWER SEPARATION  
PROJECTS IN PARTIALLY SEPARATED COMBINED SEWER AREAS**

## 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. Proponent Conference	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	2
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)	5
B13. Project Schedule (Section F)	6
B14. Disclosure	6
B15. Conflict of Interest and Good Faith	6
B16. Qualification	7
B17. Opening of Proposals and Release of Information	8
B18. Irrevocable Offer	9
B19. Withdrawal of Offers	9
B20. Interviews	9
B21. Negotiations	9
B22. Evaluation of Proposals	9
B23. Award of Contract	10

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Definitions	1
D4. Accessible Customer Service Requirements	1
D5. Supplier Code of Conduct	2
D6. Unfair Labour Practices	2
D7. Background	3
D8. Objective	3
D9. General Requirements	3
D10. Scope of Services	4
D11. project Deliverables	4
D12. Preliminary Design	5
D13. Detailed Design and Procurement	7
D14. Non-Resident Contract Administration	7
D15. Resident Contract Administration	8
D16. Post construction Services	8

#### Submissions

D17. Authority to Carry on Business	10
D18. Safe Work Plan	10
D19. Insurance	10

**Schedule of Services**

D20. Commencement	11
D21. Critical Stages	11
D22. Supply Chain Disruption Schedule Delays	12

**Measurement and Payment**

D23. Invoices	12
D24. Payment	12

**Dispute Resolution**

D25. Dispute Resolution	12
-------------------------	----

**Third Party Agreements**

D26. Funding and/or Contribution Agreement Obligations	13
--	----

**APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)**

**APPENDIX B – PARTIALLY SEPARATED COMBINED SEWER DISTRICTS**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR SEWER SEPARATION PROJECTS IN PARTIALLY SEPARATED COMBINED SEWER AREAS

### **SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 9, 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. PROPONENT CONFERENCE**

- B3.1 The Consulting Contract Administrator or an authorized representative will conduct a Proponent Conference on the following date:
- (a) February 25, 2026 at 2:00 p.m. Winnipeg time
- B3.1.1 Proponents are requested to register for the Proponent Conference by contacting the Consultant Contract Administrator identified in D2.
- B3.2 The Proponent Conference will allow the Consulting Contract Administrator or an authorized representative to discuss the Work detailed in this Request for Proposal (RFP). The Proponent Conference will also allow the Proponents to present questions to the Consulting Contract Administrator or other City of Winnipeg (City) staff in regards to the RFP.
- B3.3 The Proponent Conference to occur via telecon.
- (a) Teleconference online contact link is to be provide to Proponents upon registration as per B3.1.1.
- B3.4 Although attendance at the Proponent Conference is not mandatory, the City strongly suggests that proponents attend.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

## **B5. CONFIDENTIALITY**

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

## **B6. ADDENDA**

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

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
  - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;

- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

- 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](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

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

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;

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

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

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

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

B9.1 The Proposal shall include in their proposal:

- (a) A Fixed Fee for all disciplines and/or phases identified in D10 Scope of Services
- (b) Additional Work Allowance of \$50,000.

B9.2 The proposal shall include fees based on a Time Basis for Resident Construction Services. Time Based fees shall be based on providing one full time Inspector during the Course of the Work. For proposal purposes the fees should be based on one hundred (100) working days to Substantial Performance assuming an eight (8) hour workday. The proposed fee should include allowance for disbursements, including vehicle, electronic communication, etc. The actual working days will be established at time of tender with the consultation and concurrence of the Consulting Contract Administrator.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.5 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.

B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D26. Any such costs shall be determined in accordance with D26.

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

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects 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) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).

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) Municipal Designer;
- (c) Contract Administrator.

B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. 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).

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

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

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D7.

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

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget;

- (c) 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> ;
- (d) the project deliverables listed in D11;
- (e) the City tasks, and;
- (f) 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 D7 Scope of Services.

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

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

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

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

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

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (appropriate 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) N/A

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

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

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

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

that could or would be seen to:

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

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

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

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

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

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

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

## **B16. QUALIFICATION**

**B16.1** The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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

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

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

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; 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 D4).

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](http://www.merx.com).

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

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

**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) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 20%
- (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

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.

- B22.7 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.
- B22.8 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.
- B22.9 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.
- B22.10 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.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;

- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at their discretion, award the Contract in phases.
- B23.5 Further to B23.4 where future phases are identified in D7 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Andrew Ziegler, P.Eng.

Telephone No. 204 986-8687

Email Address: andrewziegler@winnipeg.ca

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

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **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;

#### D4. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D4.1 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.

D4.1.1 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.

D4.1.2 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.

## **D5. SUPPLIER CODE OF CONDUCT**

- D5.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D5.2 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.
- D5.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## **D6. UNFAIR LABOUR PRACTICES**

- D6.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D6.2 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.
- D6.3 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.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C14.
- D6.5 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.
- D6.5.1 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.
- D6.5.2 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 D6.5. 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.

## **D7. BACKGROUND**

D7.1 Combined sewer (CS) areas can create barriers to infill housing. Development projects need to meet Environment Act Licence 3042 (Clause 8) requirements which prevents an increase in flow to the CS. In areas that have had some level of land drainage sewer separation work completed before 2013, development can be more challenging. This is because the land drainage does not enter the combined sewer, so restricting land drainage runoff does not offset the increase in wastewater discharge attributed to infill housing. Typically, developers manage this by constructing small scale offsite sewer separation work, such as extending a land drainage sewer and redirecting a catch basin currently connected to the CS. This diverts flow from the CS and allows for the increase in wastewater discharge to occur, supporting development.

## **D8. OBJECTIVE**

D8.1 The objective is to complete small-scale sewer separation projects to permit an increase in wastewater flow in partially separated CS districts to support housing development.

(a) A project in each of the twenty (20) identified sewer districts shown in Appendix B is desired.

## **D9. GENERAL REQUIREMENTS**

D9.1 General Requirements of the Consultant

- D9.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
- (b) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D9.1.2 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- (a) For estimating wastewater discharges and/or equivalent development allowable with small-scale sewer separation projects, the City of Winnipeg Wastewater Flow Estimation and Servicing Guidelines shall be used.
- D9.1.3 Consultants shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.
- (a) Experience and qualifications as specified in meeting B11 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.
- D9.2 General Requirements for Project Deliverables
- D9.2.1 Where possible, all documents provided as PDF shall be searchable.
- D9.2.2 All documents in draft form shall be provided in native Microsoft Word file format for review and comment. Final forms of Deliverables shall be issued as PDF.
- D9.2.3 All Deliverables submitted for review shall include a comment tracking table to allow City feedback and Consultant responses to be tracked and summarized.
- D9.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document.

- D9.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
  - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D9.2.6 All supporting documents to the deliverables shall be provided in the native file format (i.e. Microsoft Excel, CAD dwg files, GeoMedia files and etc.), with the exception of hard copies where they can be scanned and converted into an electronic format.
- D9.3 General Requirements for Meetings
- D9.3.1 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
- D9.3.2 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the Consulting Contract Administrator within five (5) Business Days.
- D9.3.3 Meetings may be completed virtually, at the Consultant office, or at the City office.

## **D10. SCOPE OF SERVICES**

- D10.1 The services required under this Contract shall consist of providing engineering services for small-scale sewer separation works in partially separated combined sewer districts.
- D10.2 The Services required under this Contract shall be in accordance with the following:
- (a) Preliminary Design in accordance with D12;
  - (b) Detailed Design and Procurement in accordance with D13;
  - (c) Non-Resident Contract Administration in accordance with D14;
  - (d) Resident Contract Administration in accordance with D15; and
  - (e) Post Construction Services in accordance with D16.
- D10.2.1 The Services required under D10.2 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.
- D10.2.2 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>

## **PROJECT DELIVERABLES**

- D11.1 Project Deliverables include but are not limited to:
- (a) Preliminary Design Report;
  - (b) Drawing and Tender Documents;
  - (c) Monthly Consultant Progress Reports;
  - (d) Quarterly Budget Reports including the following:

- (i) Project expenditures (including any deviations and a recovery plan, if required)
- (ii) Financial forecasts
- (iii) Task progress (including design, contract administration, construction etc...)
- (iv) Current schedule
- (e) Meeting Minutes;
- (f) Inspection Reports;
- (g) Progress Estimates;
- (h) Certificates for Substantial and Total Performance;
- (i) Applicable Project Management Documents;
- (j) Record Drawings.

## **D12. PRELIMINARY DESIGN**

- D12.1 Organize a kickoff meeting with City staff to review the goals and objectives of the project and review prospective locations where sewer separation work can occur.
- (a) At the kickoff meeting, the City will provide a list of up to thirty (30) project locations for consideration.
- D12.2 Review the project locations in D12.1(a) and provide a prioritized list of twenty (20) project locations for consideration by the City.
- D12.2.1 The following criteria should be considered by the Consultant when creating a prioritized list of project locations:
- (a) Project locations should be prioritized which enable development within the Malls and Corridors PDO-1 area.
  - (b) Preference is for each sewer district identified in Appendix B to have at least one project completed at minimum.
    - (i) If based on limited funds and/or other criteria it is not feasible for each district identified in Appendix B to have at least one project completed, the criteria identified below should be used to recommend which districts should or should not have at least one project completed.
      - ◆ Sewer districts with a substantial development demand, based on either anecdotal evidence, historic development permit trends, etc should be prioritized over other districts.
      - ◆ Sewer districts anticipated to be completely or partially separated as per the recommendations in the 2019 CSO Master Plan document, should be less prioritized compared to districts which will not be separated
    - (ii) If a sewer district has multiple recommended project locations, the locations should be distributed spatially across the district as much as possible (i.e. preference will be for two project locations at each end of the district boundary instead of two project locations adjacent to each other).
  - (c) Project locations should be selected to minimize the costs of the project as much as possible.
  - (d) Project locations which are also believed to correct known operational issues for local drainage capture and conveyance should be prioritized over other locations.
  - (e) Project locations which involve closing off a major arterial roadway, and/or are anticipated to require substantial traffic management to complete should be less prioritized over other locations.
- D12.3 Upon acceptance of the proposed project locations by the City, produce a Preliminary Design Report which includes, for each project location, at a minimum:

- D12.3.1 Analysis of the stormwater runoff that currently enters the combined sewer (CS) system via the specific catch basin(s) under consideration for disconnection, during a 1-in-5-year MacLaren design rainfall event.
- (a) Analysis shall:
    - (i) be conducted via SWMM stormwater modelling software, including consideration of catch basin inlet rating curves; and
    - (ii) utilize LIDAR information or field survey information to establish the stormwater catchment boundary draining to the catch basin(s) under consideration, including consideration of existing storage elements such as surface and roof storage.
- D12.3.2 Analysis of the separated land drainage system which will be accepting re-directed land drainage flow from the CS during a 1-in-5-year MacLaren design rainfall event.
- (a) The City will provide up to two tailwater conditions for use in this analysis, where possible.
    - (i) Static tailwater conditions will be provided at the project site, no further downstream analysis will be required.
  - (b) Analysis shall:
    - (i) be conducted via SWMM stormwater modelling software, including consideration of catch basin inlet rating curves;
    - (ii) demonstrate the performance of the land drainage system at the project location, including visual representation of ponding depth and extents, if any;
- D12.3.3 Preliminary design of the sewer separation works, including:
- (i) consideration of alignment, depth, method of construction, and other special construction feature of the sewer infrastructure; and
  - (ii) impacts to existing traffic patterns and routing.
- D12.3.4 Prepare an AACE Class 3 Estimate for the proposed works.
- (a) Cost estimate for the proposed works to exclude detailed design and contract administration, as fees for this task are included in the Scope of this RFP.
- D12.4 Schedule and chair a meeting with the Working Group fifteen (15) Business Days after submittal to review the draft Preliminary Design Report.
- (a) Comments shall be reviewed and incorporated into the final Preliminary Design Report, as applicable.
- D12.5 Additional Work Allowance
- (a) Where recommended project locations are determined to be unfeasible after the completion of the Preliminary Design Report, at the sole discretion of the City, the City may request additional project sites to be analysed. The additional work allowance of \$50,000 is to be used for analysis of project locations greater than the twenty sites approved in D12.3. When such work arises, the Consultant shall prepare a concise cost proposal in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval. No additional work shall start prior to this approval.
  - (b) The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
  - (c) If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D9.1.3.
  - (d) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not

required, or if the Works intended are found to be more extensive than that provisioned by the Additional Work Allowance.

- D12.6 Upon completion of the Preliminary Design Report, the final listing of project locations to advance to Detailed Design and Procurement shall be selected by the City, considering project costs and project budget.

### **D13. DETAILED DESIGN AND PROCUREMENT**

- D13.1 The Consultant shall recommend a procurement strategy for acceptance by the City, including size and number of Tender packages.

- D13.2 Prepare Tender documents complete with Form B: Fees, construction drawings, and a pre-tender estimate.

- D13.3 Arrange for Tender number(s) with the Purchasing Department and provide the Tender package(s) in a PDF format, acceptable to the Purchasing Department.

- D13.4 Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.

- D13.5 Determine appropriate Traffic Management Plans with the approval of the Transportation Management Engineer.

- D13.6 Construction Drawings

- (a) Drawings are to be A1 sized plan and profile drawings at a scale of 1:250, developed from GIS base drawings and field survey information.
- (b) All drawings are to be drawn in accordance with the 2023 WWD CAD/GIS Standards available in PDF format at [http://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](http://winnipeg.ca/waterandwaste/dept/cad_gis.stm).
- (c) All GIS information requests are to be made through the Consulting Contract Administrator.
- (d) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Teri Veitenheimer by telephone at (204) 986-6975.
- (e) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice to Underground Structures and submit a copy of the paid invoice to the Consulting Contract Administrator as an allowable disbursement.
- (f) Digital files of the construction drawings shall be provided to the Consulting Contract Administrator when the work is tendered. This information will be used to update the Department's GIS until the as-constructed drawings are received.

- D13.7 Review tender submissions for completeness, prepare tender tabulation and make recommendation of award(s) to the department. Conduct pre-award meeting(s) if required.

### **D14. NON-RESIDENT CONTRACT ADMINISTRATION**

- D14.1 The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and associated project management templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.

- D14.2 Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.

- D14.3 Act as a liaison between the Public, the Contractor(s), other utilities and the Department to issues that may be encountered during the work.

- D14.4 Respond to construction issues that may be raised by the Department, the Contractor(s), and the Public, Councillors, other utilities and other City Departments.
- D14.5 Prompt Payments in accordance with the Builders' Liens Act;
- (a) Prepare and submit monthly progress estimates to Contractor for their review.
  - (b) Review contractor's submitted invoice.
  - (c) Prepare and submit Payment Certification to the City. If Contractor's invoice does not match the Payment Certification, prepare and submit to the contractor either a Request for Invoice Revision or a Notice of Non-payment.
  - (d) The current template letters for Payment Certification, Request for Invoice Revision, and Notice of Non-payment should be used and are available here:  
<https://legacy.winnipeg.ca/matmgt/templates/information/ContractAdministration.stm>,
- D14.6 Review and reconcile extra work claims submitted by the Contractor(s) and make recommendations to the Department for payment; if any.
- D14.7 Provide detailed reports supporting any construction over expenditures over the tendered contract amount.
- D14.8 Reports are to be promptly made to the Consulting Contract Administrator regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- D14.9 Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date plus projected costs to complete the Contract including allowances for any unforeseen costs. The report shall identify any expected budget overruns or surpluses.
- D14.10 Review contractor shop drawing submissions with respect to liner design for the sewer rehabilitation projects to ensure the correct liner thickness is being installed for the design condition specified.

## **D15. RESIDENT CONTRACT ADMINISTRATION**

- D15.1 Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific work location.
- D15.2 Personnel with demonstrated experience in sewer installations are to be assigned for continuous on-site inspection of the construction work.
- D15.3 Provide reference lines and elevation to the contractor for the proposed work and confirmation of the contractors' adherence to the lines and elevations provided.
- D15.4 Arrange for regular job meetings on the work site or near the work site throughout the duration of the contract work. The meetings are to be attended by the Consultant or their designate as well as the On-site Inspector, the contractor, and the Consultant Contract Administrator.
- D15.5 Minutes of all site meetings shall be recorded and distributed to all in attendance.
- D15.6 Provide daily/weekly reports to the Consulting Contract Administrator.
- D15.7 Reports are to be promptly made to the Consulting Contract Administrator regarding unusual or changed site conditions which may or will result in extra work to the contract.

## **D16. POST CONSTRUCTION SERVICES**

- D16.1 Final Inspections and Project Acceptance
- (a) Provide Qa/Qc procedures for each specific work location to the Department and to the City of Winnipeg Standards at all critical project milestones.

- (b) Arrange with Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (c) Review post installation sewer inspections to ensure that there are no internal defects or deficiencies with the newly installed sewers.
- (d) Complete and submit record drawings of the completed Works to the Supervisor of Drafting of the Water and Waste Department for review within two (2) months of the date of Substantial Performance of the Work.
- (e) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (f) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (g) Arrange with Department representatives for inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

D16.2 Record Drawings

D16.3 The preliminary record drawing submission is to consist of a drawing transmittal letter to the Supervisor of Drafting, copied to the Department's Project Manager, and one (1) complete set of 11" x 17" (A3) drawing prints.

D16.4 Record drawings are to include the following information:

- (a) All new construction details.
- (b) Complete materials list for each individual component installed.
- (c) All other information specific to a particular location.
- (d) Date of installation of Works (Substantial Performance).
- (e) Installation Contractor.

D16.5 The reviewed record drawings will be returned with comments (if any) for completion. Once all required revisions have been made, submit one (1) complete set of 11" x 17" (A3) drawings, complete with the preliminary drawing prints, with comments one set of GIS Drawings, and the digital file (CAD and PDF) for each Record drawing to the Department's Supervisor of Drafting. The digital drawing file name must be the Water and Waste Department drawing number assigned to that drawing.

D16.6 Resubmit the revised Record Drawings and GIS Drawings within one month of receipt of comments from the Department.

D16.7 Test Results

- (a) All test results are to be submitted to the Consulting Contract Administrator as soon as they are received. If there are any failed tests, a report is to be written indicating the implications of the failure and a recommendation on what remedial measures are required.

D16.8 Post Installation Sewer Inspection

- (a) Submit all post installation sewer inspections provided by the Contractor to the Department for cataloging.

D16.9 Project Summaries

- (a) Provide a brief summary report to the Department's contact person for each type of work. Document any specialized Qa/Qc work carried out or unusual problems encountered, the resolution, and recommendations for similar future work.

## SUBMISSIONS

### D17. AUTHORITY TO CARRY ON BUSINESS

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

### D18. SAFE WORK PLAN

The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.

D18.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D19. INSURANCE

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

D19.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate.

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

- D19.3 The policies required in D19.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D19.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D19.2(a) and D19.2(b).
- D19.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D19.2(a) and D19.2(c).
- D19.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D19.9.
- D19.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D19.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D19.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D20. COMMENCEMENT**

- D20.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D20.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D17;
    - (ii) the Safe Work Plan specified in D18; and
    - (iii) evidence of the insurance specified in D19.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
  - (c) The direct deposit application specified in D24.1
- D20.3 The City intends to award this Contract by March 27, 2026.

### **D21. CRITICAL STAGES**

The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) That the draft Preliminary Design Report is submitted by June 30, 2026
- (b) That all construction projects are issued for tender by December 31, 2026;
- (c) That Total Performance of the Construction Contract(s) be achieved no later than December 5, 2027
- (d) That post construction record drawings be submitted by December 5, 2027

## **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**

### **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.

### **D24. PAYMENT**

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

## **DISPUTE RESOLUTION**

### **D25. DISPUTE RESOLUTION**

- D25.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.
- D25.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D25.3 The entire text of C17.5 is deleted, and amended to read:

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

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

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
  - (i) The Consulting Contract Administrator;
  - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
  - (iii) Department Head.

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

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

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

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

### THIRD PARTY AGREEMENTS

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

Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D26.2 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.

D26.3 Indemnification By Consultant

- D26.3.1 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.
- D26.3.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D26.4 Records Retention and Audits
- D26.4.1 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.
- D26.4.2 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 D26.4.1 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.
- D26.5 Other Obligations
- D26.5.1 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.
- D26.5.2 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.
- D26.5.3 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.

- D26.5.4 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.
- D26.5.5 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.
- D26.5.6 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 – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)**

## **APPENDIX B – PARTIALLY SEPARATED COMBINED SEWER DISTRICTS**