



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 220-2026

**PROFESSIONAL CONSULTING SERVICES FOR ASH FLOOD PUMPING STATION
2027/2028 REHABILITATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR ASH FLOOD PUMPING STATION
2027/2028 REHABILITATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 22, 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 of the Ash Flood Pumping Station located at 1059 Wellington Crescent on:

(a) April 8, 2026, 9:00am;

B3.1.1 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 station.

B3.1.2 Proponents wanting to access the lower levels of the pumping station are required 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 station.

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 site 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 B18.1(d);
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B18.1(e);
 - (c) Project Understanding and Methodology (Section E) in accordance with B18.1(f); and
 - (d) Project Schedule (Section F) in accordance with B18.1(g).
- 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 B18.2.
- 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 D3.1 Scope of Services.

B9.1 The Proponent shall include an Additional Work Allowance of \$35,000.00 in their Proposal identified in D16, which has been included on Form B: Fees.

B9.2 Allowances for Additional Work has been included on Form B as the City's estimate of costs. These costs shall be included in the calculation of Total Fees proposed by the Proponent.

- (a) The Additional Work Allowances shall only be used with written permission 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).

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 D28. Any such costs shall be determined in accordance with D28.

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) KGS Group Inc.

B10.3 Additional Material:

- (a) 2006 Flood Pumping Station Condition Assessment Summary Report

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 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.

B11.3 In connection with their Proposal, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 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;
- (e) have or establish and staff an office in Winnipeg for the duration of the Project.

B12.2 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>

B12.3 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;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D5.1(a)) ; and have completed Confined Space Entry Training for any proponent staff that will be accessing the lower levels of a flood pumping station.

- B12.4 Further to B12.3(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.
- B12.5 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.
- B12.6 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.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposals will not be opened publicly.
- B13.2 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.
- B13.3 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).
- B13.3.1 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.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B16. INTERVIEWS

- B16.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B17. NEGOTIATIONS

- B17.1 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.
- B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2, 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.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom.	Pass/Fail
(b) Qualifications of the Proponent and the Subconsultants, if any, pursuant to B17.	Pass/Fail
(c) Fees; (Section B)	30
(d) Experience of Proponent and Subconsultants; (Section C) - 15% Total	
(i) details demonstrating the history and experience of the Proponent and Subconsultants. in providing programming; design, management of the project and contract administration service on three projects for the Proponent and three projects for the Subconsultant(s) of similar complexity, scope and value.	9
(ii) For each project listed in B18.1(d)(i):	
(iii) description of each project.	1
(iv) role of the consultant.	1
(v) project's original contracted cost and final cost.	1
(vi) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately) including the following: <ul style="list-style-type: none"> o RFP award; o 100% Design completion; o Construction tender award; o Substantial Performance; o Total Performance; o Provide details for deviations between tender and actual milestone dates. 	1
(vii) project owner.	0.5
(viii) reference information (two current names with telephone numbers and email addresses per project).	0.5
(ix) general profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.	0.5
(x) general contractor company name.	0.5
Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings	
(e) Experience of Key Personnel Assigned to the Project; (Section D) - 30% Total	

(i) Describe your approach to overall team formation and coordination of team members.	1
(ii) Include an organization chart for the Project.	1
(iii) identify the following Key Personnel assigned to the Project. <ul style="list-style-type: none"> o Project Manager; o Contract Administrator; o Electrical Lead Engineer; o PLC Programming Lead Engineer; o Mechanical/HVAC Lead Engineer; o Structural Lead Engineer. 	6
(iv) 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. Roles of each of the Key Personnel in the Project should be identified in the organizational chart. Descriptions should include: <ul style="list-style-type: none"> o Role of key personnel in project; o Educational background and degrees; o Professional recognitions along with registration with Engineers Geoscientists Manitoba (for any personnel identified as Lead Engineer positions); o Current job title; o Years of experience in design and construction administration services; o Years of experience with current employer. 	12
(v) 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 B18.1(d), provide only the project name and the role of the key person. For other projects provide the following:	6
(vi) description of project.	1
(vii) role of the person.	1
(viii) project Owner.	1
(ix) reference information (two current names with telephone numbers and email addresses per project.)	1
(f) Project Understanding and Methodology (Section E) – 20% Total	
(i) Describe your firm’s project management approach and team organization during the performance of Services, methods the Proponent will use in the delivery of this Project.	2
(ii) methodology presented in accordance with the Scope of Services.	3
(iii) description of the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.	1
(iv) team’s understanding of the broad functional and technical requirements.	4
(v) the deliverables and associated work activities of the Project.	1
(vi) the Proponent’s understanding of Standardized City Equipment to be used on the Project.	1
(vii) the Proponent’s understanding of the City Design Guidelines and how they will be used on the Project.	1

(viii)	the activities and services to be undertaken by the City and equipment and supplies to be provided by the City.	1
(ix)	any perceived project challenges or potential risks and how they will be overcome.	1
(x)	any innovation to be used to perform the services.	0.5
(xi)	the proposed Project budget.	1
(xii)	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 .	1
(xiii)	any other issue that conveys your team's understanding of the Project requirements.	0.5
(xiv)	Form P: Person Hours or a table of their own design for all disciplines and or phases identified. Form P: Person Hours should match Fees submitted in response to B9. Sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm	1
(xv)	for each person identified in B18.1(e)(iv), list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services.	1
(g) Project Schedule. (Section F) – 5% Total		
(i)	Present carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address the following milestones: <ul style="list-style-type: none"> ○ 66% Design Submission; ○ 99% Design Submission; ○ 100% Design Completed; ○ Construction Tender Posted to MERX; ○ Construction Tender Closing; ○ Award of Construction Contract; ○ All Shop Drawings Reviewed and Approved; ○ Flood Pumps Back in Service; ○ Commissioning Completed; ○ Substantial Performance; ○ Total Performance; ○ Project Closeout (include Record Documents Received); and ○ Any Other Critical Stages. 	3
(ii)	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 and address the following: <ul style="list-style-type: none"> ○ It is anticipated that each design submission will require ten (10) Business Days for City staff to review and should be shown on the project schedule. 	2

<ul style="list-style-type: none">○ The Proponent should include for two (2) week project blackout dates for City staff during Christmas holidays of each fiscal year and should be shown on the project schedule.○ The Flood Pumps and associated electrical/controls can be out of service from November 1, 2027, to February 29, 2028. The Proponent's schedule should allow for construction work to be completed within this timeframe.	
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- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B18.5 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B18.5.1 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
- B18.6 Further to B18.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.6.
- B18.7 Further to B18.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size.
- B18.8 Further to B18.1(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.
- B18.9 Further to B18.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B18.10 Further to B18.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B18.11 Notwithstanding B18.1(d) to B18.1(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.
- B18.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B16.
- B18.13 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.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the ^ Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B19.5 The City may, at their discretion, award the Contract in phases.
- B19.6 Further to B19.5 where future phases are identified in D3.1 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B19.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B19.7.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter
- B19.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B19.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B19.8 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B19.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.
- B19.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B19.9 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 D28 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.10 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.
- B19.11 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:

Ryan Gama, C.E.T.
Project Coordinator
Telephone No. 204-986-2336
Email Address: rgama@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 Ash Flood Pumping Station located at 1059 Wellington Crescent requires electrical, mechanical, HVAC, automation, instrumentation, structural and building envelope upgrades. Existing electrical equipment does not meet current standards or safety requirements. The existing 750 kVA electrical service is undersized. An upgraded electrical service, transformer and switchgear are required. The existing ventilation system cannot satisfy air temperature requirements for operation during summer conditions or current standards for indoor air quality. Minor structural and building envelope upgrades are required to ensure the integrity of the building and meet current building codes.

D3.2 The Ash Combined Sewer District is comprised of residential, commercial and industrial properties. Its catchment area is approximately delimited by the Assiniboine River to the north, Cambridge Street to the east, Wilkes Avenue to the south, and Kenaston Boulevard to the west. The operation of Ash Flood Pumping Station is critical in preventing basement flooding within the Ash Combined Sewer District.

D3.3 All four (4) flood pump motors were tested and refurbished in early 2026.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the following:

- (a) Preliminary Engineering Design (D6);
- (b) Detailed Engineering Design (D7);
- (c) Contract Document Preparation (D8);
- (d) Procurement Process (D9);
- (e) PLC & HMI Controller Programming (D10);
- (f) Contract Administration Services – Non-Resident (D11);
- (g) Contract Administration Services – Resident (D12);
- (h) Commissioning (D13);
- (i) Record Documents and Project Closeout (D14); and
- (j) Additional Work Allowance (D15).

D4.1.1 The Services required under D4.1 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. 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>

D4.2 The following shall apply to the Services:

- (a) The City of Winnipeg, Water and Waste Department - Electrical Design Guide, current revision: <https://winnipeg.ca/waterandwaste/dept/manual.stm#wastewater>
- (b) The City of Winnipeg, Water and Waste Department - Automation Design Guide, current revision: 03 attached as Appendix C.
- (c) The City of Winnipeg, Water and Waste Department – Identification Standard, current revision: <https://winnipeg.ca/waterandwaste/dept/manual.stm#wastewater>
- (d) The City of Winnipeg, Water and Waste Department – HMI Layout and Animation Plan, current revision: 02 attached as Appendix D.
- (e) The City of Winnipeg, Water and Waste Department – Tag Naming Standard, current revision: 00 attached as Appendix G.
- (f) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (g) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (h) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D4.3 The City of Winnipeg has adopted Manitoba Building Code (2024 edition), **which adopts National Building Code (2020 edition)**. All designs shall comply with the latest building code editions.

D4.4 All electrical work shall comply with latest version of Manitoba Electrical Code along with Canadian Electrical Code (2024 edition).

D4.5 Latest available editions of NFPA 820 along with CSA B149.1 shall be followed for the project even if they have not been adopted by the City of Winnipeg.

D4.6 The funds available for this Contract are \$260,000.00

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**A/C**" means Air Conditioning;
- (b) "**ACH**" means Air Changes per Hour;

- (c) **“Commissioning”** means a process by which equipment is physically verified and tested at the installed site location to verify if equipment functions according to design and functional requirements;
- (d) **“CSTE”** means Customer Service Termination End;
- (e) **“FAT”** means Factory Acceptance Testing;
- (f) **“FPS”** means Flood Pump Station;
- (g) **“HMI”** means Human Machine Interface;
- (h) **“HVAC”** means Heating, Ventilating, and Air Conditioning;
- (i) **“I/O”** means Input / Output;
- (j) **“MCC”** means Motor Control Centre;
- (k) **“O&M”** means Operations & Maintenance;
- (l) **“OSS”** means Operational Shutdown Summary;
- (m) **“P&ID”** means Piping & Instrumentation Diagram;
- (n) **“PLC”** means Programmable Logic Controller;
- (o) **“Professional Engineer”** means an individual that registered to practice engineering in the Province of Manitoba;
- (p) **“Record Documents”** means final documents that have been prepared and sealed by a registered Professional Engineer in the Province of Manitoba after site verifying in detail the completed work of the project. The sealing Professional Engineer is taking full responsibility for the completed works while ensuring that applicable current codes and standards are being met;
- (q) **“RTU”** means Remote Terminal Unit;
- (r) **“SCADA”** means Supervisory Control and Data Acquisition;
- (s) **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;
- (t) **“TVSS”** means Transient Voltage Surge Suppressor;
- (u) **“UPS”** means Uninterruptible Power Supply;

D6. PRELIMINARY ENGINEERING DESIGN

- D6.1 This section identifies certain specific Consultant Service requirements associated with structural, architectural, building design, mechanical, electrical, automation and instrumentation work and is not intended to limit to the overall general requirements for related consultant services.
- D6.2 Provide preliminary design services including:
 - (a) Structural, Architectural and Building Design (D6.3);
 - (b) Mechanical Engineering Design (D6.4);
 - (c) Electrical Engineering Design (D6.5); and
 - (d) Automation and Instrumentation Engineering Design (D6.6).
- D6.3 Structural, Architectural and Building Design
Conduct a condition assessment and purpose repairs and upgrades for the following:
 - (a) The existing station substructure including discharge box and wet well (excludes gate chamber).
 - (b) Trash racks within the wet well.

- (c) Interior and exterior walls of the station including doors.
- (d) Roof, soffit, fascia and drainage systems.
- (e) Stairs, hatches and guardrails within the station.
- (f) Interior substructure surfaces (floors, walls and ceilings).
- (g) Conduct tests to determine if lead paint and/or asbestos is present in the station and propose procedures for removal or safe handling of those materials.

D6.4 Mechanical Engineering Design

Provide preliminary design services for replacements and upgrades for the following:

- (a) Replacement HVAC system with the following requirements:
 - (i) Six (6) continuous Air Changes per Hour (ACH) and three (3) continuous Air Changes per Hour (ACH) under specific conditions.
 - (ii) Maintaining indoor air temperatures between 15°C and 25°C.
 - (iii) Filtration suitable to the stations indoor and outdoor conditions.
 - (iv) HVAC system design shall comply with latest edition of NFPA 820.
- (b) Motor driveshaft testing, balancing and bearing replacement.
- (c) Pump seal water supply system.
- (d) Sump pump and associated piping.
- (e) Any other mechanical component necessary to design a fully functional flood pumping station that meets applicable codes, City of Winnipeg technical standards and operational requirements.

D6.5 Electrical Engineering Design

- (a) The adjacent Ash Lift Station and Ash Flood Pumping Station share a common electrical service, transformer and switchgear. Temporary power will be required to maintain operation of the adjacent Ash Lift Station to complete the required electrical upgrades to Ash Flood Pumping Station. Standby power requirements for critical lift station operations shall be assessed and identified. Standby power requirements shall be based on a medium risk category with portable generator provision.
- (b) Refer to City of Winnipeg Electrical Design Guide for requirements associated with City of Winnipeg Flood Pumping Stations.
- (c) Provide preliminary design for electrical replacements and upgrades for the following:
 - (i) The electrical service, transformer and switchgear. The existing transformer and electrical service are undersized. A flood station demand load list capable of powering the existing four (4) flood station pumps along with planned HVAC and miscellaneous electrical loads. A lift station load list capable of powering three (3) lift station pumps along with ventilation and miscellaneous electrical loads. The combined demand load lists shall be used for sizing the new electrical service and related equipment.
 - (ii) CSTE, MCCs, step down transformer and 120/240V distribution.
 - (iii) Other electrical requirements such as plant light, low voltage power distribution, security system, telephone/communication system, HVAC power, RTU, level sensors, detection and alarm systems, etc.
 - (iv) Any other electrical component necessary to design a fully functional flood pumping station that meets applicable codes, City of Winnipeg technical standards and operational requirements.

D6.6 Automation and Instrumentation Engineering Design

Provide preliminary design for automation and instrumentation replacements and upgrades for the following:

- (a) Replacing the existing Remote Terminal Unit (RTU) panel and with a new PLC Control Panel.
- (b) Wet Well Level monitoring and pumping controls.
- (c) HVAC controller(s) to be used for the station, independent of any PLC Controls.
- (d) Automation system including pump controls and provide upgrade recommendations consistent with recent City of Winnipeg Flood Pumping Station upgrades.

D6.7 Preliminary Design Site Visit

- (a) Arrange and attend a mandatory preliminary site visit with the Consulting Contract Administrator and City Collections staff to review existing site conditions, take measurements and collect data. The Consultant shall ensure that all discipline leads/staff attend the preliminary site visit. The Consultant will be required to arrange the site visit with City Wastewater Collections Supervisor.
- (b) The Consultant will be allowed to take pictures permitted no City staff are in the pictures.
- (c) Any person accessing the lower levels of the Flood Pumping Station 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. Any person that can not produce proof of training on site will not be allowed to enter the lower levels of the Flood Pumping Station or Lift Station.

D6.8 Preliminary Design Meetings

- (a) Arrange and attend mandatory kickoff meeting with the Design & Construction and Wastewater Services Branches of the Water and Waste Department to review project expectations and project scope.
- (b) Arrange and attend biweekly preliminary design progress Microsoft Teams meetings with the Design & Construction and Wastewater Services Branches of the Water and Waste Department to review preliminary design progress. Meetings will update progress to date, anticipated submittals, ongoing project issues and clarify questions with City staff.
- (c) The Consultant shall plan for four (4) meetings total, one (1) hour in length per meeting. The consultant shall ensure that the project manager and all discipline leads attend each meeting. The Consultant will be required to prepare and distribute meeting minutes for all meetings.

D6.9 Preliminary Design Report

- (a) Prepare a Preliminary Design Report complete with description of each discipline of work to be performed. Allow for a minimum two (2) weeks review of the Preliminary Design Report by City staff. The report shall include:
 - (i) Background information on the Ash Flood Pumping Station.
 - (ii) Reference governing standards/codes that are applicable to the work.
 - (iii) Standardized City equipment to be used on the project.
 - (iv) Separate sections for each engineering discipline.
 - (v) Options for City staff to select anticipated designs.
 - (vi) Instrument List to convey the design.
 - (vii) Provide a Class III cost estimate for the proposed work at the Preliminary Design Submission.

D7. DETAILED ENGINEERING DESIGN

- D7.1** This section identifies certain specific Consultant Service requirements associated with structural, architectural, building design, mechanical, electrical, automation and instrumentation work and is not intended to limit to the overall general requirements for related consultant services.

- D7.2 Any new HVAC equipment, HVAC ducting, electrical cabling, instruments, etc. shall not interfere with future flood motor or pump removal. Station shall be designed such that no temporary disconnections of HVAC/electrical system are needed to remove flood motors and/or flood pumps.
- D7.3 Utilize Standardized City Equipment including:
- (a) Schneider Electric equipment (via RFP 756-2013) for Motor Control Centres, Variable Frequency Drives along with Programmable Logic Controllers.
 - (b) Siemens equipment (via RFP 449-2014) for Flow Transmitters, Ultrasonic Level Transmitters, Differential Pressure Transmitters and Temperature Transmitters.
 - (c) MSA equipment (via RFP 123-2014) for Gas Detection Systems.
- D7.4 Provide detailed engineering services including:
- (a) Structural, Architectural and Building Detailed Design (D7.5);
 - (b) Mechanical Engineering Detailed Design (D7.6);
 - (c) Electrical Engineering Detailed Design (D7.7); and
 - (d) Automation and Instrumentation Engineering Detailed Design (D7.8).
- D7.5 Structural, Architectural and Building Detailed Design
Detailed design services will be required for the following components:
- (a) Repairs to the existing station substructure if required. (excludes gate chamber).
 - (b) Repairs to the interior and exterior walls of the station.
 - (c) Repair or replacement of trash racks within the wet well.
 - (d) Repair or replacement of stairs, ladders, hatches and railings in dry well and wet well.
 - (e) Repair or replacement of exterior and interior building cladding.
 - (f) Repair or replacement of the roof, soffit, fascia and drainage systems.
 - (g) Interior substructure surfaces repairs or upgrades (floors, walls and ceilings).
 - (h) Insulation of main floor and ceiling/roof of building.
- D7.6 Mechanical Engineering Detailed Design
Detailed design services will be required for the following components:
- (a) New main floor HVAC system upgrades. Provide heat supplied air to the main floor and design ducting as required. Design dampers with electric actuators on the outdoor air, return and exhaust ducts. Damper status signals shall be designed to be sent to the PLC control panel.
 - (b) New drywell ventilation system upgrades. Provide heated supplied air to the dry well and design ducting and relief dampers as required.
 - (c) New facility 600V unit heaters for main floor and drywell.
 - (d) Provide a cooling fan complete with ON/OFF intake and exhaust dampers to remove excess heat generated from motor starters. Dampers shall automatically open before cooling fan can run. Tie into fan statuses along with separate dampers fail to open alarms to PLC Control Panel.
 - (e) All heating loads and fans shall be rated for 600V, 3-Phase, 60 Hertz.
 - (f) All supply ducts shall have an electric duct heater to prevent any cold outdoor air being supplied into each station area (motor room, dry well).
 - (g) Provide a P&ID diagram of the proposed ventilation system and associated controls for the existing building. Airflow requirements for each room in the Station must be included.
 - (h) Design to meet the six (6) Air Exchanges for main floor ventilation and drywell ventilation.

- (i) The HVAC system should incorporate 50% recirculated air when unoccupied and 100% fresh air when occupied utilizing modulated 0-10V dampers. HVAC control shall be accomplished by standalone HVAC controllers. Electric heat is favoured over gas by the Department.
- (j) Heating and Ventilation designed to maintain 15 C when unoccupied and 20 C when occupied.
- (k) Design the Station occupancy, by integrating the ventilation system with facility light switches. If the dry well has a separate ventilation system, integrate dry well ventilation with dry well light switch.
- (l) Design for replacement of all piping for seal water valving, solenoids, and associated appurtenances.
- (m) Replace dry well sump pump and associated piping to the wet well. Sump pump shall be rated for 120V, 1-Phase, 60 Hertz.
- (n) Design for lights and equipment to be reachable with a step ladder for maintenance.
- (o) All building codes to be satisfied.

D7.7 Electrical Engineering Detailed Design

Detailed design services will be required for the following:

- (a) Design of all new pumping station electrical distribution, including but not limited to main service, transformer, switchgear, electrical panels, control panels, circuit breakers, motor starters, distribution panels, transformers, CSTE, uninterruptible power supplies, interior and exterior lighting, interior and exterior receptacles, cables and wiring and all associated components. **The Consultant will be required to coordinate with Manitoba Hydro and prepare a new electrical service application on behalf of the City.**
- (b) Replace Remote Terminal Unit with new Programmable Logic Controller (PLC) Control Panel.
- (c) New level sensors and transmitters. The wet well will require a level float switch(es) along with an ultrasonic level transmitter mounted on a movable arm for ease of replacement/cleaning. All level instruments shall be connected into the PLC control panel. For the level transmitter, connect auxiliary relays into pump control circuits. The existing level control system shall be demolished.
- (d) Provide new level float switch(es) for weir overflow alarms for chamber to flood wet well. Connect new weir level switches into new PLC control panel.
- (e) New switchgear and disconnect equipment upstream of existing Transformer to isolate transformer from Utility power.
- (f) New service entrance rated CSTE complete with remote enclosure for metering along with a main LSI type breaker. The power feed to the CSTE will require coordination by the Consultant and Manitoba Hydro.
- (g) New Motor Control Centre(s) (MCC). Include the following:
 - (i) Service entrance rated main breaker complete with adjustable Long, Short and Instantaneous (LSI) settings. Main breaker shall be in a service entrance compartment and have a kirk key interlock installed.
 - (ii) Digital power metering and connection to PLC Control Panel.
 - (iii) Provide for the installation of a Transient Voltage Surge Suppressor (TVSS) with signal tied into the new PLC Control Panel.
 - (iv) Provide for the installation of a power fail relay with automatic reset and tie into the new PLC Control Panel.
 - (v) Pump motor starters complete with soft starts, by-pass contactors and isolation contactors. Note that isolation contractors are required to only be closed when flood pumps are called to run. Flood pump starters also require interval timing relay controls such that only one (1) flood pump can be started at any time with a minimum of ten (10) seconds before another flood pump can start up. Each flood

- pump shall have the following signals sent to the PLC control panel for remote monitoring: Pump Ready, Pump Running, Pump Fault, Auto mode and Manual mode. Emergency stop buttons shall be provided for each flood pump on the MCC, adjacent to each flood motor and adjacent to each flood pump in the dry well.
- (vi) Provide a breaker for a temporary generator hookup. The breaker shall be 200A and be kirk key interlocked with main breaker.
 - (vii) Provide across-the-line starter for HVAC cooling fan along with HVAC fans. Each fan shall have the following signals sent to the PLC control panel for remote monitoring: Fan Running, Fan Fault.
 - (viii) Provide a breaker for the 120/240V transformer.
 - (ix) Provide separate breakers for each electric heating load (unit heater, duct heater etc.).
- (h) New battery sourced emergency lighting system for the Station's interior. There shall be one (1) central assessable battery bank that powers all the emergency lighting. A new control panel with test and normal mode selector switch shall be designed such that emergency lights come on when in test mode or in normal mode and power is lost to motor room, dry well or wet well.
 - (i) All electrical, automation and instrumentation design must be designed to operate and integrate with existing components, i.e. Scada Systems, pumps, etc. in the respective FPS.
 - (j) Provide details regarding the type and configuration of the ventilation controls, independent of any PLC controls and tied into PLC Control Panel for remote monitoring. At this time, it is anticipated that the ventilation controls will be integrated with the pump controls. Unless otherwise approved by the City, all ventilation dampers are required to have motorized actuators with status signals tied into the PLC control panel. All motorized dampers shall be shown in motor connection diagrams (if connected into MCC controls) or provided as a loop diagram.
 - (k) Design the means to determine Station occupancy, such as consideration to integrate ventilation system with facility light switch(es).
 - (l) Design for a door contact alarm on the man entry door with status signal tied into the PLC control panel.
 - (m) Design of a gas detection system in dry well with status signal tied into the PLC control panel for ventilation control.
 - (n) Concrete housekeeping pads for all required electrical equipment mounted on the floor.
 - (o) Lighting (interior and exterior) with exterior lighting to be controlled by a 0-10V dimming controller for manual adjustment of light output. Lighting shall be LED type and be provided in motor room, dry well and wet well (explosion proof).
 - (p) Provide new grounding within the station to meet CEC requirements along with good engineering practice.
 - (q) All electrical code requirements shall be satisfied.
 - (r) Electrical shutdowns affecting the adjacent Ash Lift Station will require a temporary generator to provide power to the Ash Lift Station. The construction tender will include a requirement for the Contractor to submit details regarding how to supply temporary power to the Ash Lift Station. These details will be used to prepare an Operational Shutdown Summary (OSS). The Consultant will be required to submit an OSS to the City at least ten (10) business days prior to the Ash Lift Station being shut down or taken offline. The Consultant will complete the OSS using information provided by the Contractor for their construction activities. The Ash Lift Station will not be taken offline until the OSS has been approved by the City.
- D7.8 Automation and Instrumentation Engineering Detailed Design
- Detailed design services will be required for the following components:
- (a) Evaluate existing automation, controls and communications requirements, and design new automation, controls and communications for new PLC.

- (b) The PLC shall be a Schneider M580 PLC with DNP3 capability and be programmed using Schneider Electric Control Expert 16.2 (or newer). The Consultant shall design the PLC system with PLC NOR 2200H cards for wireless and PLC NOR 200H cards for wired (PSTN) communications to SCADA operators.
- (c) Excluding the 120V power source to the 24VDC power supply, all voltages within the PLC control panel to be restricted to 24VDC. Panel to include a minimum 13 amp hour UPS capable of supplying power to the panel for a minimum of four (4) hours.
- (d) Control logic to conform to standard City of Winnipeg WWS Collections practice for pump and HVAC controls.
- (e) Station to be capable of automated operation independent from PLC via the Level Transmitter. On PLC mode, the PLC will control the flood pumps, on Local mode, the level transmitter will control the flood pumps. The PLC system shall be designed such that the controls fail to Local mode if there is an issue with the PLC.
- (f) Analog motor current signals for flood pumps shall be brought to the PLC as analog inputs.
- (g) HVAC shall have its own stand-alone controller system separate from the PLC control. All HVAC controls (except for cooling fan) shall tie into a stand-alone wall mount enclosure. Provide details regarding the type and configuration of the ventilation controls. At this time, it is anticipated that the ventilation controls will be integrated with the MCC controls.
- (h) All HVAC fans shall include a low motor current discrete or analog signal sent to the PLC Control Panel for monitoring. These signals should generate an alarm on the PLC for each fan to represent that there is an issue with the fan belt.
- (i) HVAC supply and exhaust fans should be interlocked with duct heaters. Duct heaters should not be on/active if a supply or exhaust fan is not running.
- (j) Duct heaters shall control the room temperature and not the discharge temperature. Duct heater status shall be monitored, with failures generating an alarm on the PLC.
- (k) The Consultant shall prepare and submit an Input/output (I/O) DNP3 Mapping List for City review including all PLC point locations and any internal PLC (software) generated alarms. DNP3 mapping lists shall include discrete 0 and 1 states, analog ranges along with I/O type (i.e. DI – 24 VDC Wet, DO – 24 VDC Wet, AI – 4-20 mA, AI – 0-10V).
- (l) PLC register and DNP3 assignment table to be provided to City for acceptance.
- (m) Determine wireless data connection and backup land line requirements, suitable for data transmission (City to supply wireless modem).
- (n) Analog signal isolators and Intrinsically Safe barriers (for all instruments located in Hazardous areas), to be utilized in conformance with City of Winnipeg WWS Collections PLC practices.
- (o) Prepare in the design for 600 Volt and 120 Volt power fail monitoring inputs with automatic reset (i.e. no manual push buttons for power fail reset will be allowed).
- (p) Provide control narrative for the contractor to program the PLC and set up communication. The Consultant will be responsible for this and will need to submit to the Department during the design review process. Control narrative shall include operation by HMI touchscreen. The final control narrative shall be provided in a report format and sealed by an Engineer.
- (q) The Consultant shall prepare and submit an Instrument List for City review referencing instrument tag, description, location, mounting type, the applicable specification sections along with drawings (plan, P&ID and connection diagram) that each instrument can be found on.
- (r) Provision for a local Human Machine Interface (HMI) touchscreen. The HMI touchscreen shall include the following individual windows, Operations (showing Wet Well level and flood pump status), HVAC Status (including all fans and damper statuses), Pump Details, Pump Trends along with Alarms Table.
- (s) HMI shall not include a resetting alarm. Alarms should reset automatically if fault conditions are cleared.

- (t) Engineering requirements and deliverables as per the “Engineering Design Team Responsibilities – “The City of Winnipeg; Water and Waste Department – Electrical Design Guide”.
- (u) Engineering requirements and deliverables as per the “Engineering Design Team Responsibilities “specified in Appendix C – “The City of Winnipeg; Water and Waste Department – Automation Design Guide”.
- (v) Engineering requirements as per the “The City of Winnipeg; Water and Waste Department – Identification Standard”.

D7.9 Detailed Design Meetings

- (a) Arrange and attend mandatory kickoff meeting with the Design & Construction and Wastewater Services Branches of the Water and Waste Department to review project expectations and project scope.
- (b) Arrange and attend biweekly preliminary design progress Microsoft Teams meetings with the Design & Construction and Wastewater Services Branches of the Water and Waste Department to review preliminary design progress. Meetings will update progress to date, anticipated submittals, ongoing project issues and clarify questions with City staff.
- (c) The Consultant shall plan for six (6) meetings total, one (1) hour in length per meeting. The consultant shall ensure that the project manager and all discipline leads attend each meeting. The Consultant will be required to prepare and distribute meeting minutes for all meetings.

D7.10 Detailed Design Submissions

- (a) Allow for a minimum ten (10) business days for review of each submission by City staff.
- (b) The Consultant shall ensure all equipment, instrument and PLC signal tags meet the City of Winnipeg Identification Standard.
- (c) Prepare a design submission complete with planned drawing list (with drawing numbers and titles), instrument list (with instrument tags and locations) and high-level drawings (single-line, plans, P&IDs).
- (d) Prepare a 66% design submission complete with drawings, specifications, instrument list, I/O DNP3 mapping list, control narrative and Class 3 estimate.
- (e) Prepare a 99% design submission complete with drawings, specifications, instrument list, I/O DNP3 mapping list, control narrative, all HVAC controllers & soft starter setting letters along with Class 1 estimate. The 99% submission shall also include a shop drawing submittal list indicating all shop drawings that the Contractor will be required to submit. The shop drawing submittal list shall include relevant discipline (structural, mechanical, electrical, automation, process, etc.), description of the shop drawing (i.e. CSTE, MCCs, unit heaters, etc.) along with relevant specification section.

D8. CONTRACT DOCUMENT PREPARATION

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.
- (b) All drawings are required to be produced using AutoCAD standard software. Using any other software platform and converting to AutoCAD is not acceptable.
- (c) Construction Drawings and Documents are to be prepared by the Consultant and will be included by the Tender Documents. All construction drawings and documents shall be sealed prior to tendering.
- (d) The Department’s contact person will provide drawing numbers for the construction drawings prepared by the Consultant.
- (e) The following General Construction Drawings and Documents will be required to be produced by the Consultant and reviewed by the City prior to Tender:
 - (i) Cover sheet showing station location.

- (ii) Drawing index.
 - (iii) Shop drawing submittal list.
 - (iv) Commissioning forms for HVAC, electrical and automation equipment.
- (f) The following Structural Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to Tender:
- (i) Structural demolitions plans and details.
 - (ii) Structural plans and details. Include all concrete slabs to be cut for HVAC / electrical equipment.
 - (iii) Structural / architectural details for station roof and exterior walls.
 - (iv) Structural stairs / ladder system for accessing dry well along with section views.
 - (v) MCC housekeeping pad details.
 - (vi) Structural specification sections as required.
- (g) The following Mechanical Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to Tender:
- (i) Mechanical demolition plans.
 - (ii) Mechanical plans, elevations including mechanical ventilation design details.
 - (iii) Seal water piping details.
 - (iv) Mechanical schedules (dampers, louvers, heaters, fans, fire extinguishers, etc.) including power requirements for equipment.
 - (v) Mechanical specification sections as required.
- (h) The following Electrical Construction Drawings and Documents will be required to be produced by the Consultant and reviewed by the City prior to Tender:
- (i) Electrical demolition plan and single line.
 - (ii) Single line diagram complete with breaker settings table. Single line diagram shall also be labelled for MCC bucket locations.
 - (iii) Hazardous location plan.
 - (iv) Grounding installation details.
 - (v) Electrical station plan layout showing all electrical instruments, lighting, receptacles, motors and HVAC loads. All lighting and receptacles shall show circuit numbers.
 - (vi) Electrical site plan showing station location, City property lines, any underground utilities (gas, hydro, water, etc.), roads adjacent to the station, Assiniboine river, gate chambers and manholes.
 - (vii) Motor Control Centre(s) elevation details including showing where all pilot devices (lights, push buttons, emergency stops, analog meters, etc.) are located, legend along with lamacoid schedule. Drawing shall also include three-line wiring for power meter, TVSS and power failure relay.
 - (viii) Panel and luminaire schedules.
 - (ix) Outdoor lighting and emergency lighting control panel arrangement and details, including section views, control schematics and bill of materials.
 - (x) Outdoor temporary generator hookup arrangement and bill of materials.
 - (xi) Separate motor schematics for each motor/pump. All motor schematic branches shall be clearly labelled to indicate what the branch control does. All signals tying into the PLC shall be clearly shown.
 - (xii) Separate motor connection diagrams clearly showing all control field wires for electrical instruments and PLC control panel. For HVAC equipment, it is acceptable to include cable connection details on the motor schematics.
 - (xiii) Separate setting letters for each soft starter.
 - (xiv) Electrical specification sections as required.
- (i) The following Automation Construction Drawings and Documents will be required to be produced by the Consultant and reviewed by the City prior to Tender:

- (i) Automation plan drawing showing all automation instruments.
 - (ii) PLC control panel arrangement and bill of materials.
 - (iii) PLC power distribution schematic.
 - (iv) PLC networking block diagram.
 - (v) Separate PLC card schematic drawings for each PLC card are required including terminal connection points. All signals shall terminate on terminal blocks with pre-manufactured cabling connecting to the PLC cards.
 - (vi) Pump control schematic clearly showing PLC and Local modes of operation. The automatic pump control operation shall automatically switch to local mode when the PLC fails. Local mode pump control is done directly by relays on the level controller while PLC mode pump control is done through the PLC discrete output card.
 - (vii) HVAC control panel arrangement and bill of materials.
 - (viii) HVAC control panel power distribution schematic.
 - (ix) Intrinsically safe junction box arrangement and bill of materials.
 - (x) Separate loop diagrams for each instrument. For instruments that utilize common controls such as dampers, it is acceptable to include on the same loop diagram. For each loop diagram include instrument tags, station locations where instrument is located (i.e. Wet Well, Dry Well, Motor Room, etc.), instrument power, setpoints, instrument states (energized & de-energized) along with alarm conditions shall be specified on loop diagrams.
 - (xi) Control Narrative in report format for programming of the PLC. Control narrative shall include legend, key operating parameters (elevations), information to include on graphics windows, trending details, constants (variables), physical alarms, separate pump control sections, all input points, software alarms (with timers), all signal statuses (energized and de-energized states).
 - (xii) Instrument List including reference to specification section and drawing(s).
 - (xiii) Input / Output DNP3 List including internal PLC generated signals including terminal numbers and DNP3 addresses.
 - (xiv) Separate Setting Letters for each HVAC Controller.
 - (xv) Automation specification sections as required.
- (j) The following Process Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to Tender:
- (i) Mechanical HVAC Flow P&ID (including legend, temperature instruments, HVAC control instruments that control ventilation, heaters, thermostats, fans, dampers).
 - (ii) Flood Pumping P&ID (including legend, pump duty setpoints, key elevations, level instruments, flood pump signals & controls, seal water systems PLC & local mode, station enabled).
 - (iii) Process specification sections as required.

D9. PROCUREMENT PROCESS

- D9.1 After Approval by the Consulting Contract Administrator, submit the Construction Tender Package to City of Winnipeg Purchasing Division for public bidding.
- (a) Construction Tender Package shall be prepared and posted in accordance with the City of Winnipeg Purchasing Division requirements.
 - (i) the City bid submission forms, Bid Procedures, General Conditions, Supplemental Conditions which are available at <https://legacy.winnipeg.ca/matmgt/templates/>.
 - (b) Coordinate review of the package with Purchasing and make changes as requested to the Tender package.
- D9.2 Provide appropriate response to Bidders and advice to the City during Tender call and issue addenda to the Contract documents as necessary.

- D9.3 Prepare site visit meeting agenda to discuss high level scope of work and schedule.
- D9.4 Arrange and attend two (2) mandatory Bidders site visits for the Construction Tender Package. At the start of the site visits, coordinate a discussion meeting with all Bidders.
- D9.5 Prepare a list of all questions from all Bidders asked at the site visit and issue Addenda to answer all questions.
- D9.6 Review bid submissions for completeness and prepare bid tabulations for multiple Tenders.
- D9.7 Perform a complete review of the low Bidder's qualification to determine if they are capable of performing the Work under the terms of the Contract.
- D9.8 Review and approve of Contractor qualification submittals and ensure submittals are in conformance to the contract qualifications, without relieving the Contractor of their contractual and legal obligations including:
- (a) Good standing under The Corporations Act (Manitoba);
 - (b) Subcontractors (Form J);
 - (c) Workplace Safety and Health Act (Manitoba) Program.
- D9.9 Coordinate and lead a pre-award meeting with lowest qualified Bidder. Prepare and distribute meeting minutes after meeting has completed. Pre-Award meeting shall involve:
- (a) To ascertain that the Contractor understands the scope of work in the Tender.
 - (b) To determine that the Contractor can meet the obligations detailed in the Tender.
 - (c) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Water and Waste Department.
- D9.10 Complete a review, analysis, comparison, tabulation, calculation, and evaluation of the Bids received. Make recommendations for award of Tender.
- (a) If the bids deviate more than 15% from the Class 1 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter. Submit a Letter of Recommendation, copies of the bids, a Tender comparison sheet, and a Tender tabulation.
- D9.11 Following Tender close, submit one (1) electronic copy of the Final Construction Tender Package including all addenda.

D10. PLC AND HMI CONTROLLER PROGRAMMING

- D10.1 The Consultant shall be responsible for all PLC and HMI controller programming.
- D10.2 The following PLC Programming Documents will be required to be produced by the Consultant and reviewed by the City after award of the construction Tender.
- (a) Schneider Electric M580 PLC Programming in report format. The PLC Programming report shall include a table of contents, setup of each I/O card, a section for mapping of signal and internal variables, the general PLC program structure, control details of all alarm and control logic along with screenshots of the HMI windows.
 - (b) Schneider Electric HMI Controller Programming in report format. The PLC Programming report shall include a table of contents, setup of all I/O signals, a section for mapping of signal and internal variables, the general PLC program structure, control details of all alarm and control logic along with screenshots of the HMI windows.
- D10.3 The program shall use function block programming. The use of any programming (such as structured text) shall be reviewed and approved by the City prior to starting. All branches shall be clearly labelled/documentated to indicate what the branch does.
- D10.4 Software tag names shall follow City Tag Naming Standard. Utilize standard tag names in the Control Narrative, DNP3 I/O list and Construction Documents.

- D10.5 The Consultant will be required to Design and Implement complete programming of the new Schneider Electric M580 PLC that will be used. Utilize Schneider Electric Control Expert 16.2 (or newer) for programming of the PLC. The following will be required as part of the PLC Programming:
- (a) Provision for a local Human Machine Interface (HMI) touchscreen. The HMI touchscreen shall include the following individual windows, Operations (showing Wet Well level and pump status), HVAC Status (including all fans and damper statuses), Pump Details, Pump Trends along with Alarms Table. All symbols to be shown on HMI screen shall follow standard City HMI Layout and Animation Plan Guide. Note that colours for equipment status (run, off, fault, alarm, etc.) used in the City of Winnipeg Wastewater Collection System differ than shown in the HMI Layout and Animation Plan Guide.
 - (b) Provision to include all PLC programming and communication, set up DNP3 mapping including internal PLC variables and establish communication with SCADA.
 - (c) Digital alarms shall have alarm filtering (ex. hold for specified amount of time before sending alarm to SCADA).
 - (d) An event generator for analogs. Temperature data shall be sent to SCADA every 5 minutes, while other analog data sent every 30 minutes.

D11. CONTRACT ADMINISTRATION SERVICES – NON-RESIDENT

- D11.1 Personnel with demonstrated experience in the design and contract administration of the mechanical, automation, electrical and structural components the Works are to be assigned to this project.
- D11.2 Consult with and provide advice to the Water and Waste Department during construction.
- D11.3 Coordinate and conduct a pre-construction kickoff meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- D11.4 Conduct monthly progress meetings over Microsoft Teams. All key personnel should be in attendance. Prepare agenda and distribute meeting minutes no later than two (2) business days after monthly meeting has concluded. It is expected that there will be four (4) progress meetings total with each meeting being one (1) hour in length.
- D11.5 Review and approve of Contractor submittals and ensure submittals are in conformance to the contract Drawings, Documents and Specifications, without relieving the Contractor of their contractual and legal obligations including:
- (a) Construction Tender Forms;
 - (b) Workplace Safety and Health Act (Manitoba) Program;
 - (c) Environmental Plan;
 - (d) Safe Work Plan;
 - (e) Detailed Work Construction Schedule;
 - (f) Site Accessibility Plan.
- D11.6 Review and approve of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure to the Water and Waste Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D11.7 Preparation of a new Station Arc Flash study to be completed using SKM software. SKM library files, report file and single line drawings to be submitted to the City. The following shall be included as part of the arc flash study:
- (a) The Consultant shall obtain new short circuit levels from Manitoba Hydro in order to produce the arc flash report.
 - (b) Arc flash energies to be kept as low as reasonable attainable.

- (c) Model the proposed changes to identify approximate arc flash energy levels and ensure that the design provides for Category 2, or lower, arc flash energies within the Station.
 - (d) Provide an arc flash report including title page with revision history, table of contents, equipment nameplate information (used in the model), power system model description (i.e. assumptions and technical detail describing how scenarios were created), equipment incident energy, coordination of protective devices with time current curves (TCCs) showing each downstream breaker up to the incoming hydro protective devices along with equipment short-circuit duty results. TCCs shall include single line and logarithmic graph with each device labelled to match single line equipment tags. Provide Word document of arc flash report as part of this submission.
 - (e) Submit draft arc flash study for City review.
- D11.8 Review and report to the Water and Waste Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Water and Waste Department conformance to the contract Drawings and Specifications, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D11.9 Acceptance of alternate materials and methods, subject to prior acceptance by the Water and Waste Department, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D11.10 The Consultant will be required to attend the Factory Acceptance Testing (FAT) in-person for the new PLC Control Panel testing. The consultant shall allow for four (4) hours total for one (1) representative to attend new PLC Control Panel FAT testing session. It is assumed that FAT testing will be conducted in Winnipeg. For any in-person FAT testing outside of Winnipeg, the Consultant will be eligible to include any travel and/or accommodations to attend the FAT testing sessions.
- D11.11 Submit monthly contract progress estimates to be processed in accordance with the General Conditions of the City of Winnipeg General Conditions – Construction Contracts. Provide a detailed monthly “Cost to Complete” report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- D11.12 Furnish copies to the Water and Waste Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant’s Contract Administrator (Contract Administrator).
- D11.13 Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.
- D11.14 Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.
- D11.15 Assist the Contractor in obtaining applicable Building Permits (including electrical, mechanical, structural, etc.). Each Consultant discipline Lead Engineer will need to complete and seal an individual City of Winnipeg Design Summary Letter.

D12. CONTRACT ADMINISTRATION SERVICES – RESIDENT

- D12.1 Personnel with demonstrated experience in the design and contract administration of the mechanical, automation, electrical and structural components the Works are to be assigned to this project.
- D12.2 Provide Project Management for Contract Administration Services using the City Project Management Manual templates where available. Project management services shall include:
- (a) Preparing meeting agenda and distributing meeting minutes;
 - (b) Responding to Requests for Information;

- (c) Preparing Proposed Change Notices;
 - (d) Providing Field Instructions;
 - (e) Providing Inspection Reports;
 - (f) Reviewing Contractor invoices and recommending amounts to be paid;
 - (g) Review of Contractor requested scope changes and recommended approvals.
- D12.3 Ensure that Quality Assurance/Quality Control (QA/QC) is undertaken to Building Code requirements and Water and Waste Departmental standards.
- D12.4 Arrange for regular bi-weekly job meetings at the worksite and through Microsoft Teams throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or their designate as well as the on-site Inspector, the Contractor and the Water and Waste Department's contact person. At minimum, all Consultant Key Personnel will be required to attend a site visit to the station at least once a month to monitor the Contractor work and ensure construction work follows the contract documents. The Consultant will be required to show pictures of Construction progress during virtual meetings.
- (a) Perform weekly construction site inspections from applicable disciplines to verify construction works conforms with contract documents.
- D12.5 Prepare a Deficiency Log for any deficiencies found and/or items that are not in compliance with the Construction Documents.
- (a) The Contractor shall be notified immediately for any deficiencies found along with recommendations to correct the deficiencies.
 - (b) Deficiency Logs shall be updated and discussed during biweekly construction meetings.
- D12.6 Arrange for twelve (12) biweekly construction meetings over Microsoft Teams between the Consultant (including all key personnel), City staff and Contractor staff.
- (a) Minutes of all virtual along with site meetings shall be recorded and distributed to all in attendance and the copy list. Meeting minutes shall be distributed no later than two (2) business days after the meeting has finished.
- D12.7 Prepare Operational Shutdown Summary (OSS) plans for Contractor planned shutdowns. The Consultant shall prepare OSS sections 1 (Purpose), 2 (Stakeholders), 3 (Risks and Contingency Planning), 5 (Monitoring) and 6 (Key Data). The Contractor will be required to fill in section 4 (Shutdown Plan) along with attachments for performing the work. Appendix H includes a sample OSS Plan the Consultant would need to prepare.
- D12.8 Review and approve Contractor finalized Operational Shutdown Summary (OSS) plans. The OSS Plans will need to be approved by the City prior to any shutdown occurring. Provide a minimum of ten (10) business days notice for City to approve OSS plans. The Consultant will be required to be on site for the duration of each shutdown. The project will include the following shutdown OSS plans:
- (a) New service switchover for both the flood pumping and lift station – 4-hour shutdown.
- D12.9 Without relieving the Contractor of their contractual and legal obligations in respect thereof, conduct detailed inspections of construction work to ensure that the Work carried out by the Contractor is in conformance with the Drawings, Specifications along with applicable codes and safety regulations.
- D12.10 Reports are to be promptly made the Water and Waste Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- D12.11 All extra work to the project must be reviewed and approved by the Water and Waste Department's contact person prior to approval being given to the Contractor to undertake the Work.

- D12.12 The Contract Administrator will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- D12.13 Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during construction.
- D12.14 In conjunction with the Water and Waste Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- D12.15 Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City streets in compliance with expected standards of safety for motorists and pedestrians, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D12.16 Acting in the interest of the Water and Waste Department, provide responsible, sensitive and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project.
- D12.17 Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D12.18 Final Inspections and Construction Acceptance
- (a) Prepare a deficiency list for any deficiencies found and ensure items are corrected by the Contractor.
 - (b) As coordinated with the Water and Waste Department's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance and Total Performance of the completed project.
 - (c) Coordinate with the Installation Contractor and Equipment Supplier for all required site testing and commissioning services.
- D12.19 Coordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces. The Consultant key personnel will be required to attend site visits whenever applicable discipline inspections will be carried out by the Authority Having Jurisdiction. The Consultant shall after the conclusion of each inspection, notify the Contract Administrator in writing noting any deficiencies found by third party inspectors along with results of the inspection.

D13. COMMISSIONING

- D13.1 Commissioning must be completed and forms submitted to the City prior to issuing Substantial Performance.
- D13.2 Coordinate with the Contractor, the Water and Waste Department and other relevant parties any commissioning activities required before any components of the Station can be put into active service.
- D13.3 Review and approve commissioning plans supplied by the Contractor to ensure the commissioning procedures are in contract conformance, without relieving the Contractor of their contractual and legal obligations in respect thereof.
- D13.4 The Consultant will be required to attend commissioning site visits to ensure proper testing is performed. The Consultant shall plan for commissioning activities to be a total 60 hours on site. Commissioning activities shall be performed by automation, electrical, instrumentation and mechanical trained staff.
- D13.5 Prepare and submit a total of four (4) commissioning field reports including date & time, all staff in attendance (Consultant, Contractor, City staff), general scope, work completed, items

requiring completion and/or changes and other items. Reports shall cover commissioning activities for each work week commissioning is being done. Submit field reports no later than three (3) business days after each commissioning week has been completed.

- D13.6 All control and instrument signals will be required to be tested back to the PLC including verifying signal to the physical PLC card location and signal status on the HMI screen.
- D13.7 Ensure the Contractor completes the required commissioning forms for each commissioning site visit to be incorporated into the O&M manual. City staff will be required to be on site during commissioning activities to witness commissioning activities. The City standard checklist forms to be used on this project are shown in Appendix F. The following equipment will be required to include separate completed commissioning forms:
- (a) All instruments. For common instruments such as temperature transmitters, it will be acceptable to utilize one (1) commissioning form.
 - (b) All PLC I/O Cards.
 - (c) All HVAC Controllers.
 - (d) All Dampers (including Actuators).
 - (e) All HVAC Fans.
 - (f) All HVAC Heaters.
 - (g) Air Conditioning Unit(s).
 - (h) All Motor Control Centres (including Motor Starters).
 - (i) All Pump Motors.
 - (j) All Lighting Systems.
 - (k) All Disconnect Switches.
 - (l) All 120/240V Panel boards.
 - (m) All Single-Phase Transformers.
 - (n) Customer Service Termination End.
 - (o) Main Motor Control Centre Power Meter.
 - (p) PLC System (including Communications, Local & PLC Mode, Pump Duties).
- D13.8 The Consultant will be required to commission each PLC I/O point and the Control Logic of the new PLC once installed at the station. Points shall be commissioned from the physical signal location. Each I/O signal state shall be verified on physical PLC card location, on the HMI screen and that SCADA can see the changes in signal states. The Alarm test state for each I/O signal shall be tested.
- D13.9 The Consultant will be required to commission each HVAC Controller I/O point once installed at the station. Points shall be commissioned from the physical signal location (i.e. using Main Floor light switch to determine Station Occupancy at the HVAC Controller). Each I/O signal state shall be verified on at the HVAC Controller and the operation of the modulated dampers.
- (a) The gas detector will need to be simulated along with temperature status to ensure operation of the modulated dampers.
- D13.10 Ensure equipment is successfully commissioned with checklists sent to the Consulting Contract Administrator prior to any City, utility along with Inspection and Technical Services (ITS) inspectors visiting site to verify equipment operation and allow final occupancy.
- D13.11 Review all Contractor type written commissioning forms to be incorporated into the final O&M manual.

D14. RECORD DOCUMENTS AND PROJECT CLOSE-OUT

- D14.1 Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of two (2) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules. One (1) training session shall be provided for Operations staff and one (1) training session shall be provided for Maintenance staff.
- D14.2 Assist the Contractor in closing out all building applicable permits (building design summary, electrical, mechanical, structural, building occupancy, etc.) taken out for Construction work.
- D14.3 Operations & Maintenance (O&M) Manual
- (a) Review Contractor Operations & Maintenance (O&M) manual submissions for completeness. Advise the Contractor of any missing information.
 - (b) Each tab shall include a section header page along with a section index page to include unique documents within each section along with number of pages for each document. Pages should be numbered as per each section (i.e. 5-1, 5-2, ..., 5-20).
 - (c) The O&M shall include separate tabs for the following:
 - (i) Cover Page & Table of Contents.
 - (ii) Contractor and Consultant Contact Information.
 - (iii) Warranty Details.
 - (iv) Products and Shop Drawings.
 - (v) Spare Parts & Tools.
 - (vi) Certified Factory Test Results.
 - (vii) Commissioning Reports & Forms.
 - (viii) Operator & Maintenance Training Presentations.
 - (ix) Lessons Learned.
 - (d) The O&M manual will be required to have separate electronic files for each section (tab) and be properly labelled (i.e. Section 1 – Contractor & Consultant Contact Information).
 - (e) Once final O&M has been submitted and approved, ensure the Contractor provides five (5) hardcopy binders along with five (5) USB keys to the City. Coordinate with the Installation Contractor and Equipment Supplier to provide five (5) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.
- D14.4 Warranty Services
- (a) Attend a warranty inspection site visit with the Contractor, Consulting Contract Administrator and other City staff no later than one (1) month prior to Warranty expiring. Prepare and submit a deficiency report for the Contractor to remediate any warranty items.
 - (b) Coordinate with the Contractor to repair and/or replace any warranty items.
 - (c) Once all warranty deficiencies have been corrected, attend a final inspection site visit and issue Final Acceptance certificate to the Contractor and City.
- D14.5 Asset Equipment List
- (a) Prepare a final Asset Equipment List in excel format to include all major equipment (pumps, fans, MCCs, CSTE, transformers, panel boards, control panels, heaters, dampers, etc.) along with all instruments to be incorporated for future maintenance work tracking. Refer to Appendix E for a sample Station Asset Equipment List template to be used.
 - (b) Preliminary Asset Equipment List submission shall be submitted no later than two (2) months after Total Performance has been reached.
 - (c) Asset Equipment List will include separate excel sheets within excel file for:
 - (i) Asset Classification Breakdown.
 - (ii) Control Panels.

- (iii) Electrical Equipment.
 - (iv) HVAC.
 - (v) Instruments.
 - (vi) Motors.
- (d) All equipment within the Asset Equipment List will need to include the following:
- (i) Equipment tag names and description.
 - (ii) Manufacturer details (manufacturer, make, model, serial number and date of manufacturer).
 - (iii) Sizes (weight, height, width, depth, etc.).
 - (iv) Electrical specifications (voltage, amperage, etc.).
 - (v) Certifications (CSA/cUL approval, NEMA rating, etc.).
- (e) Submit a preliminary Asset Equipment List submission for City review. The submission shall include Asset Equipment List filled out for each piece of equipment along with individual pdf files for all equipment. The City will provide review comments within two (2) weeks for the Consultant to incorporate into the final Asset Equipment List.
- (f) The Consultant will be required to provide a USB drive and courier to the Consulting Contract Administrator located at 110-1199 Pacific Avenue for the final Asset Equipment List and separate equipment pdf files.

D14.6 Record Documents

- (a) Ensure the Contractor provides redline as-built markups for all changes during Construction. Review details and incorporate into Record Documents.
- (b) Print arc flash labels for all electrical equipment based upon the final Arc Flash study, after Total Performance has been reached. Arc Flash labels are to be consistent with City Standards and are to be submitted to the City for review before printing.
- (c) All discipline key Consultant team members will be required to attend a final site inspection in order to accurately document any construction changes to be identified on the Record Documents. The Consultant will be required to attach arc flash labels to all electrical equipment at the final site inspection.
- (d) All sealed Construction Documents (including drawings, reports, setting letters, etc.) produced for the project are required to be updated to become sealed Record Documents. The Record Documents shall include all changes to reflect the final construction work.
- (e) 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 Total Performance of the Work.
- (f) Submit a preliminary Record Document submission for City review. The submission shall include all Record Drawings, Record Setting Letters and Reports along with all existing cancelled/superseded drawings.
- (g) Record Drawings shall include sealed pdfs along with AutoCAD files. Include all construction details and materials of the completed works, including the following:
 - (i) All construction details.
 - (ii) Complete materials list for each individual component installed.
 - (iii) Date of installation of Works (Total Performance).
 - (iv) Installation Contractor.
- (h) Record Setting Letters and Reports shall include sealed pdfs along with word files (for future revisions):
 - (i) Variable Frequency Settings Letters.
 - (ii) Control Narrative Report.
 - (iii) PLC Programming Report.
 - (iv) HMI Controller Report.

- (v) Arc Flash Report complete with SKM software file.
- (vi) HVAC Controller Setting Letters.
- (i) The Consultant shall submit a final sealed Record Setting Letters and Reports within one (1) month of City Review. The final Record Documents are to be sealed by a Professional Engineer with tracked document revision history.
- (j) The Consultant shall prepare a final (non-sealed) Record Drawing submission to the Consulting Contract Administrator. The submission shall include all Construction Drawings, Record Drawings along with all existing cancelled/superseded drawings. All drawings shall include pdf along with a CAD files. The Consulting Contract Administrator will prepare the package to be submitted to the City Water and Waste Department's Supervisor of Drafting & Graphic Services for preliminary review to be stored in the City internal drawing system.
- (k) All digital drawing files must have the Water and Waste Department drawing number assigned to that drawing number. Ensure the AutoCAD files have been cleaned up to remove all unused content that is not shown in the Paper layout tab and that each viewport has shown in the Model space includes viewport boundary window. Bind all XREF CADs within each drawing CAD file. Ensure all preliminary submission comments have been addressed. The reviewed final Record Drawing submission will be returned with comments (if any) for completion.
- (l) Once all revisions have been made, submit two (2) complete sets of full size sealed (A1) drawing hardcopy plots for the Works and a USB to include all sealed pdf files along with digital AutoCAD files. All drawing revisions shall be included as separate electronic (pdf & CAD) files and be labelled as the reserved City drawing number. The Consultant will be required to courier the hardcopy plots and USB drive to 110-1199 Pacific Avenue to the Water and Waste Department's Supervisor of Drafting & Graphic Services.

D15. ADDITIONAL WORK ALLOWANCE

D15.1 The General Requirements for Additional Work Allowances are as follows:

- (a) The hourly rates of all Key Personnel and non-Key Personnel proposed for any Additional Work Allowances when defined and approved shall match the original Form P: Person Hours and/or original rate sheet provide. There will be no fee escalation allowed for yearly adjustments, promotions, etc. to be used for Additional Work Allowances.
- (b) The Consultant shall apply a maximum of ten (10) percent markup on all Work performed by a Sub Consultant.
- (c) Expenditures under the Additional Work Allowance must be authorized in writing by the Consulting Contract Administrator.
- (d) The Contract price will be adjusted by written order to provide for a difference between the amount of the Additional Work Allowances and the actual cost of the Work.
- (e) The City reserves the right to delete any or all of the Additional Work Allowances from the Contract if the Work intended to be covered by the Additional Work Allowances is not required, or if the Works intended are found to be more extensive than the provisional Additional Work Allowances.

D15.2 The Consultant will be required to coordinate with the City of Winnipeg Underground Structures branch to locate all underground structures (pipes, cables, sewers, watermains, etc.). The engineering costs shall be applied towards the Additional Work Allowances.

- (a) 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 Under Structures and submit a copy of the paid invoice to the Water and Waste Department as an allowable disbursement.

D15.3 The Consultant will be required to provide material testing for hazardous substances (lead paint, asbestos, etc.). The engineering costs shall be applied towards the Additional Work Allowances.

D15.4 The Additional Work Allowances are to be used for engineering and design services that arise due to unforeseen conditions during the Project. When such Work arises, the Consultant will be required to prepare a Change in Scope of Services (CSS) along with work breakdown costs in collaboration with the Consulting Contract Administrator. The Proposal shall be submitted to the Consulting Contract Administrator for final approval. No Work shall start prior to written City approval.

D16. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D16.1 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.

D16.1.1 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.

D16.1.2 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.

D17. SUPPLIER CODE OF CONDUCT

D17.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D17.2 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.

D17.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D18. UNFAIR LABOUR PRACTICES

D18.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D18.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions

and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D18.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D18.4 Failure to provide the evidence required under D18.3, may be determined to be an event of default in accordance with C14.
- D18.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D18.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D18.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D18.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D19. AUTHORITY TO CARRY ON BUSINESS

- D19.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D20. SAFE WORK PLAN

- D20.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D20.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D21. INSURANCE

- D21.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D21.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D21.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D21.3 The policies required in D21.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D21.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D21.2(a) and D21.2(b).
- D21.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D21.2(a) and D21.2(c).
- D21.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D21.9.
- D21.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D21.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D21.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D22. COMMENCEMENT

D22.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D22.2 The Consultant shall not commence any Services until:

- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D19;
 - (ii) the Safe Work Plan specified in D20; and
 - (iii) evidence of the insurance specified in D21.
- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D26.1.

D23. CRITICAL STAGES

D23.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Final Design completed and accepted by the City by September 25, 2026.
- (b) Construction Tender Posted to MERX by November 27, 2026.
- (c) Construction Tender Closing by December 18, 2026.
- (d) Flood Pumps back in Service on new PLC controls and fully operational on automatic controls by February 29, 2028.
- (e) Substantial Performance by March 26, 2028.
- (f) Total Performance by June 2, 2028.
- (g) Record Documents Review Submission no later than two (2) months after Total Performance.

D24. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D24.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.

D24.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D24.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D24.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated

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

- D24.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D24.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D25. INVOICES

- D25.1 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.

D26. PAYMENT

- D26.1 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

D27. DISPUTE RESOLUTION

- D27.1 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 D27.
- D27.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".
- D27.3 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.
- D27.4 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.

- D27.4.1 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.
- D27.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D27.4.3 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.
- D27.4.4 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 D27.4.3, 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

D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D28.1 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.
- D28.2 Further to D29.2, in the event that the obligations in D28 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.
- D28.3 For the purposes of D28:
- (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.
- D28.4 Modified Insurance Requirements
- D28.4.1 If not already required under the insurance requirements identified in D21, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D28.4.2 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.
- D28.4.3 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.

D28.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D28.5 Indemnification By Consultant

D28.5.1 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.

D28.5.2 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;

D28.5.3 in relation to this Contract or the Work.

D28.6 Records Retention and Audits

D28.6.1 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.

D28.6.2 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 D28.6.1 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.

D28.7 Other Obligations

D28.7.1 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.

D28.7.2 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.

D28.7.3 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.

D28.7.4 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.

D28.7.5 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.

D28.7.6 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 – HISTORICAL DRAWINGS

APPENDIX B – 2006 FLOOD PUMPING STATION CONDITION ASSESSMENT

APPENDIX C – WWD AUTOMATION DESIGN GUIDE

APPENDIX D – WWD HMI LAYOUT AND ANIMATION PLAN

APPENDIX E – EXAMPLE STATION ASSET EQUIPMENT LIST

APPENDIX F – COMMISSIONING FORMS

APPENDIX G – WWD TAG NAMING STANDARD

APPENDIX H – SAMPLE OSS PLAN

APPENDIX I – ASH FLOOD STATION PHOTOS