



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 5-2026

**PROFESSIONAL CONSULTING SERVICES FOR WATER SYSTEM REGULATORY
RE-ASSESSMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WATER SYSTEM REGULATORY RE-ASSESSMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 27, 2026.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:

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

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

B5. ADDENDA

B5.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

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

B6. PROPOSAL SUBMISSION

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

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

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

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

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

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

B6.5 Proposal format, including 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.

B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D7.2 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out-of-town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D26. Any such costs shall be determined in accordance with D26.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing public water engineering assessment services on two (2) projects of similar complexity, scope and value.
 - (i) If more than two (2) projects are submitted, only the first two (2) reference projects will be evaluated per Proponent and Subconsultant.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the Consultant;
 - (c) project's original contracted consulting cost and final consulting cost;
 - (i) where the original contracted consulting cost and final cost differ, the Proponent should submit an explanation;
 - (d) anticipated project schedule and actual project delivery schedule;
 - (i) where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation.
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers and email addresses per project).
 - (i) References should have worked directly on the projects described, such as the Project Manager or Consulting Contract Administrator
 - (ii) References may be utilized to verify information provided in the Proposal.
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
 - (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) Project manager;

- (b) Lead assessor(s); and
 - (c) Any other individuals with over 5% of the project hours.
- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead assessors . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.4 For each of the Key Personnel identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) A description of project;
 - (b) The role of the Key Personnel;
 - (c) project owner; and
 - (d) Reference information (two current names with telephone numbers and email addresses per project).
 - (i) references should have worked directly on the projects described, such as the project manager or owner's representative.
 - (ii) references may be utilized to verify the information provided in the Proposal.
- B10.5 If a Key Personnel is assigned to multiple roles (as identified in the organizational chart referred to in B10.1.1), **two** comparable projects as detailed in B10.4 are required for **each role** of the Key Personnel.
- B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**
- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D7.1.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the work activities related to the Scope of Services;
 - (c) the Deliverables associated with the Scope of Services;
 - (d) all significant assumptions and interpretations related to the Scope of Services
 - (e) the proposed Project budget;
 - (f) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (g) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that conveys your team's understanding of the Project requirements.

- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7.2 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.
- B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.8 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.2.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D7.2.
- B12.2 Provide narrative that will describe how slippage in the proposed schedule will be managed and how the schedule will be re-evaluated to determine the impacts to the critical path.
- B12.3 The Proponent's schedule should reflect:
- (a) The critical stages listed in D21;
 - (b) The hours and resources indicated on Form P: Person Hours;
 - (c) City review requirements;
 - (d) Frequency of project meetings; and
 - (e) Submission dates for required Deliverables.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:

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

B14.3 In connection with their Proposal, each entity identified in B14.2 shall:

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

B14.4 Without limiting B14.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The Final Determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

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

- (b) be financially capable of carrying out the terms of the Contract; and
- (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.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
- (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 B15.4 and D7.1); and
- (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - .

B15.4 Further to B15.3(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.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

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

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

B17. IRREVOCABLE OFFER

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

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

B18. WITHDRAWAL OF OFFERS

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal,

or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.8 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.9 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2026 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at their discretion, award the Contract in phases.
- B22.6 Further to B22.5 where future phases are identified in D7 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an Award Letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.7.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the Award Letter notwithstanding that they are not necessarily attached to or accompany said Award Letter.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.9 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 D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.10 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.
- B22.11 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:

Mikhail Tabucal, P.Eng, PMP

Telephone No. 431-323-2869

Email Address: mtabucal@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 Under the terms of the City of Winnipeg's Operating Licence for a Public Water System, the City is required to have a re-assessment of the water system infrastructure and water supply sources completed by an independent qualified professional engineer every five years. The next re-assessment report must be submitted to the Office of Drinking Water (ODW) by March 1, 2027.

D3.2 The objective of the re-assessment is to review existing information on the water supply system with on-site evaluation as required to identify, analyze, and mitigate any potential adverse health risks and environmental impacts associated with the water system in a 'source to tap' methodology. The intent is also to determine whether the water system's source, facilities, equipment, and operations are effective in producing safe drinking water, and meet the regulations in force under the Public Health Act and the Drinking Water Safety Act. The re-assessment process is designed to identify water system deficiencies and limitations.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**Addendum**" means a written addendum to the RFP issued by the City as set out in B5;
- (b) "**CT**" means Contact Time;
- (c) "**DBPS**" means the Deacon Booster Pumping Station;
- (d) "**Department**" means Water and Waste Department;
- (e) "**DWO**" means the regional Drinking Water Officer with regulatory responsibility for the Public Water System;
- (f) "**GCDWQ**" means the Guidelines for Canadian Drinking Water Quality;
- (g) "**GIS**" means Geographic Information System;
- (h) "**Key Personnel**" means an individual designated in a Proponent's Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
- (i) "**ODW**" means the Office of Drinking Water;
- (j) "**OWNER**" means representatives from City's Water and Waste Department;

- (k) **"PDF"** means Portable Document Format;
- (l) **"PLC"** means Programmable Logic Controller;
- (m) **"PWS"** means Public Water System;
- (n) **"Regulator"** means representatives from Office of Drinking Water;
- (o) **"SCADA"** means Supervisory Control and Data Acquisition;
- (p) **"Scope of Services"** means all Services executed under the Contract;
- (q) **"SLA"** means the Shoal Lake Aqueduct;
- (r) **"SOP"** means Standard Operating Procedure;
- (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) **"UV"** means ultraviolet;
- (u) **"WBS"** means Work Breakdown Structure; and
- (v) **"WTP"** means the Winnipeg Drinking Water Treatment Plant.

D5. RELEVANT DOCUMENTS

- D5.1 Relevant documents and Drawings listed below are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement (Appendix C). These documents and Drawings will be released at the sole discretion of the City.
- (a) Regulatory Re-Assessment of the Water System Infrastructure and Water Supply Source (Jacobs, 2022)
 - (b) ODW Response Letter Dated April 29, 2022

D6. GENERAL REQUIREMENTS

D6.1 General Requirements of the Consultant

- D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All Drawings, reports, recommendations, and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall have an engineer's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information and minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D6.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's representative in a manner acceptable to the City.
- D6.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
- D6.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator. Experience

and qualification as specified in B10 shall be submitted for all requested substitute(s) and replacement(s).

D6.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, Bell/MTS, and City Departments.

D6.2 General Requirements for Project Deliverables

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

(a) re-assessment of a Public Water System report as described in D12.

D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.

D6.2.3 Where possible, all documents provided as PDF shall be searchable.

D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the critical path method schedule as outlined in B12.1.

D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

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

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

D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

(a) Draft versions of written documents shall be submitted in Microsoft Word (.docx) native format.

(b) All Deliverables shall be submitted to the Consulting Contract Administrator.

D6.3 General Requirements for Photographs

D6.3.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

(a) date photograph was taken;

(b) location and orientation where the photograph were taken; and

(c) a brief description of what is depicted by the photograph.

D6.4 General Requirements for Meetings

D6.4.1 Schedule and chair project meetings.

(a) Provide an agenda a minimum of two (2) Business Days before the project meeting date.

(b) Provide meeting minutes within three (3) Business Days after the project meeting date.

D7. SCOPE OF SERVICES

D7.1 The Scope of Services of this RFP generally consists of consulting engineering services to facilitate the re-assessment of the City's Public Water System as defined by the ODW Terms of Reference for an Engineering Assessment of a Public Water System (Appendix B) and further detailed in D7.2,

D7.2 The Services required under this Contract shall consist of the following phases as outlined in D8 to D12:

- (a) Project Management in accordance with D8;
 - (b) Records and Historical Document Review in accordance with D9;
 - (c) Regulator and Owner Interviews in accordance with D10;
 - (d) Site Inspections in accordance with D11; and
 - (e) Preparation and Submission of the re-assessment of the City of Winnipeg Public Water System Report in accordance with D12.
- D7.3 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this Project. These services are specific to Advisory Services.
- D7.4 The Services required in the Contract shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> 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 its 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.

D8. PROJECT MANAGEMENT

- D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D12:
- D8.2 The City has prepared a project management plan. Review and update the project management plan no later than fifteen (15) Business Days after Project award. The project management plan shall include:
- (a) Scope and Schedule
 - (i) Include the schedule information required in B12.
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) The Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving Deliverables.
 - (b) Budget
 - (i) Include the information required in B8.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
 - (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - (i) field surveying procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.
 - (d) Human Resources
 - (i) Describe the team organizational and management approach.

- (ii) Include an organizational chart.
 - (e) Communication
 - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
 - (f) Change Management Plan
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
 - (g) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all Project Deliverables.
 - (h) Risk Management Plan
 - (i) Update the risk management plan which identifies risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>. A draft risk management plan has been prepared by the City and will be provided to the Consultant.
 - (iii) Outline process for updating the risk management plan in various phases of the Project.
- D8.3 Issue Consultant progress Reports every sixty (60) Calendar Days after the project kickoff meeting up to the submission of the final report.
- D8.3.1 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).
- D8.3.2 If critical stages outlined in D21 are not achieved, submit Consultant Progress Reports every thirty (30) Calendar Days until the Deliverables indicated in D6.2 are approved by the City. No additional fees will be contemplated for additional Consultant Progress Reports.
- D8.4 Coordinate regular Project meetings every sixty (60) Calendar Days and provide minutes. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project and to discuss other project management issues.
- D8.4.1 Schedule all of the regular bi-monthly project meetings within five (5) days of the pre-commencement meeting.
- D8.4.2 If critical dates outlined in D21 are not achieved, regular Project meeting frequency shall increase to every thirty (30) Calendar Days until the Project is complete. No additional fees will be contemplated for additional meetings.
- D8.4.3 The frequency of meetings may vary based upon the level of Project activity.
- D8.5 In addition to the regular Project meetings detailed in D8.4, schedule and chair the following meetings:
- (a) Project kickoff meeting – to be scheduled immediately upon award of the Project;
 - (b) interview with the Regulator as (as described in D10);
 - (c) interview with the Owner as (as described in D10);
 - (d) meeting to review the draft City of Winnipeg Public Water System Re-Assessment Report (as described in D12); and
 - (e) Project closeout meeting.

- D8.5.1 Additional meetings may be required in the event that issues arise during the course of the Project.
- D8.5.2 Meetings can be combined if appropriate.
- D8.6 Provide adequate notice (at least one (1) week) prior to any Site visit or work that will require assistance from City personnel.
- D8.7 Carry out other project management activities as required.

D9. WATER SYSTEM RECORDS AND HISTORICAL DOCUMENT REVIEW

D9.1 General

- D9.1.1 Review of records shall focus on the identification of infrastructure, process, treatment, or any equipment related deficiencies. The review of records to be limited to records generated since the last regulatory re-assessment.

D9.2 Water System Records and Historical Documents

- D9.2.1 The City shall provide the following water system records and historical documents within two (2) weeks following the pre-commencement meeting:
- (a) the City's current operating licence;
 - (b) the Regulatory Re-Assessment of the Water System Infrastructure (2022 Jacobs) including the ODW response;
 - (c) the most recent annual audit and inspection letters issued by the DWO;
 - (d) the most recent PWS annual report;
 - (e) the following design reports and studies completed since the last regulatory re-assessment:
 - (i) SLA Asset Preservation Program - Task 4 – Remedial Options Assessment, Branch 1 Aqueduct, AECOM, 2021;
 - (ii) SLA Asset Preservation Program - Task 8 – Boathouse and Overflow Structure Preliminary Design Report, AECOM, 2021;
 - (iii) Water Treatment Plant GAC Media Movement and Storage Project - Feasibility Study Report, KGS, 2021;
 - (iv) City of Winnipeg Water Treatment Plant Concrete Assessment - Development of Rehabilitation Options, Hatch, 2021 (WTP Conc Rehab Options);
 - (v) City of Winnipeg Drinking Water Treatment Plant PLC Upgrades WTP PLC Upgrades - Preliminary Design Report, CENGYS Ltd, 2021;
 - (vi) Technical Memorandum - Winnipeg Drinking Water Treatment Plant Sodium Hypochlorite Study, Hatch, 2021;
 - (vii) City of Winnipeg Ventilation Requirements for Chlorine Rooms, Hatch, 2022;
 - (viii) Water Treatment Plant Site Flood Protection – Preliminary Design Report, AECOM, 2022;
 - (ix) Preliminary Design Report - Deacon Booster Pumping Station Cooling Upgrades, AECOM, 2022;
 - (x) Water Treatment Plant Concrete Assessment – Aqueduct A-Section Inspection Technical Memorandum, Hatch, 2022;
 - (xi) Water Treatment Plant Concrete Assessment - Conceptual Design Report, Hatch, 2022;
 - (xii) Water Treatment Plant Concrete Assessment – Technical Memorandum on Rehabilitation Options Mock-Ups, Hatch, 2022;
 - (xiii) MacLean Pumping Station Generator Load Study, SNC-Lavalin Inc., 2022;
 - (xiv) Technical Memorandum – WTP Site Flood Risk Assessment, AECOM, 2022;

- (xv) Technical Memorandum – WTP – Drainage Improvements West of Clearwell (Draft), AECOM, 2024;
- (xvi) Technical Memoranda Compendium – Aqueduct Preservation Program Review – Branch I and Shoal Lake Aqueducts, AECOM, 2024 (Draft);
- (xvii) Branch I Aqueduct Underdrain Outfalls Preliminary Design Report, Morrison Hershfield (Stantec), 2024;
- (xviii) Branch I Aqueduct Underdrain Outfalls – Preliminary Design of Shoal Lake Aqueduct Manhole Repairs at Mile 93.69 and 94.72, Morrison Hershfield (Stantec), 2024;
- (xix) Technical Memorandum – Replacement of the Falcon River Venturi Superstructure, AECOM, 2024;
- (xx) Water Treatment Plant Concrete Rehabilitation - Phase 1 Preliminary Design Technical Memorandum, Hatch, 2025;
- (xxi) Water Supply Hydraulics – Operation Guidance Document – Revision No. 2 – 2025 Update;
- (xxii) Shoal Lake Aqueduct - Preliminary Plan for the Crossing at Provincial Road No. 308 (Task 13) Technical Memorandum, AECOM, 2025;
- (xxiii) Water Treatment Plant Concrete Rehabilitation - Phase 2 & 3 Preliminary Design Technical Memorandum, Hatch, 2025 (draft);
- (xxiv) Technical Memorandum – SLAIF Flow Isolation Upgrades, AECOM, 2025
- (xxv) Reservoir Condition Assessment Reports; and
- (xxvi) Asset Management – HRRC Phase 3 Report/Branch 2 Condition Assessment.

- (f) the laboratory chemical water quality analysis reports for the last five years;
- (g) the bacterial summaries from the last 3 years;
- (h) the water use records for the last three years including average day demand, maximum day demand, peak hour demand, and per capita water use;
- (i) a current list of SOPs;
- (j) a current list of new Drawings produced since the last regulatory re-assessment; and
- (k) an updated water distribution system map.

D9.2.2 Within four (4) weeks following the pre-commencement meeting, provide the Consulting Contract Administrator with a written request of all data and records in addition to the items listed in D9.2.1 required to complete the regulatory re-assessment.

- (a) Allow four (4) weeks for the City to collect all data and records required for the re-assessment.

D10. REGULATOR AND OWNER INTERVIEWS

D10.1 General

D10.1.1 In accordance with 'Terms of Reference for an Engineering Assessment of a Public Water System' (February 2023) document, the Re-Assessment Engineer must interview the Owner of the System and the Regulator.

D10.1.2 The Records and Historical Document Review shall be completed prior to conducting any interviews.

- (a) Prepare interview questions based on any concerns identified in the Records and Historical Document Review.

D10.1.3 The interviews shall be scheduled through the Consulting Contract Administrator at least six (6) weeks in advance.

- (a) Provide a draft agenda to the Consulting Contract Administrator at least one (1) week prior to the interviews.

D10.2 Interview with the Regulator

D10.2.1 Allow for at least two (2) hours to complete the interview with the Regulator.

D10.2.2 Interview should, at a minimum:

- (a) address any major incidents or emergencies that have occurred in the system since the last regulatory re-assessment;
- (b) address concerns raised in the annual audits and inspections; and
- (c) identify existing or new items which constitute potential risks to the safety and reliability of the system.

D10.3 Interview with the Owner

D10.3.1 Allow for at least three and a half (3.5) hours to complete the interview with the Owner.

D10.3.2 The Interview with the Owner shall take place following the Interview with the Regulator.

D10.3.3 Interview should, at a minimum:

- (a) address any major incidents or emergencies that have occurred in the system since the last regulatory re-assessment;
- (b) address concerns raised in the Annual Audits and Inspections;
- (c) identify existing or new items which constitute potential risks to the safety and reliability of the system.;
- (d) identify any major changes, upgrades, or expansions completed since the previous regulatory re-assessment. The City will provide information on these changes including the following:
 - (i) Detailed Design of a Mussel Control System at the Shoal Lake Aqueduct Intake Facility;
 - (ii) SLA Asset Preservation Program – M93.69 & M94.72 Manhole Repairs/Replacements;
 - (iii) SLA Asset Preservation Program – Tree cutting along the Shoal Lake Aqueduct;
 - (iv) SLA Asset Preservation Program – Splitting of Deacon Suction Header;
 - (v) Water Treatment Plant Site Flood Protection;
 - (vi) Replacement of the Chiller at Hurst Pumping Station;
 - (vii) Water Treatment Plant Roof Rehabilitation;
 - (viii) Deacon Booster Pumping Station Ultraviolet Disinfection System Upgrades;
 - (ix) Tache Booster Pumping Station and Surge Tower Structural Upgrades;
 - (x) Electrical & HVAC Upgrades at McPhillips & Tache Pumping Stations;
 - (xi) Programmable-Logic-Controller (PLC) upgrades at the Tache Booster Pumping Station;
 - (xii) Gas detection safety upgrades at Hurst and McLean Regional Pumping Stations;
 - (xiii) Implementation of a Granular-Activated-Carbon (GAC) Filter Media Capture System at the Water Treatment Plant;
 - (xiv) Fire pump upgrades at the Shoal Lake Aqueduct Intake Facility;
 - (xv) HVAC equipment upgrades at the Deacon Chemical Feed Facility;
 - (xvi) Regional Reservoir Condition Assessments;
 - (xvii) Hurst Pumping Station Structural Repairs and Drainage Building Upgrades;
 - (xviii) Condition Assessment of High-Risk Sewer & Water River Crossings Phase Three; and
 - (xix) Kildonan FM River Crossing Rehabilitation.

- (e) identify any significant planned or ongoing maintenance programs. The City will provide information on these programs including the following:
 - (i) reservoir cleaning and inspection;
 - (ii) SLA internal inspections;
 - (iii) valve exercising program; and
 - (iv) water main cleaning program.
- (f) identify any significant ongoing capital projects, program, and studies. The City will provide information on these capital projects, program, and studies including the following:
 - (i) Shoal Lake Aqueduct Intake Facility – Gate House Upgrades;
 - (ii) SLA Asset Preservation Program – Boathouse Rehabilitation;
 - (iii) GWWD Mile 41.3 Bridge Replacement;
 - (iv) Water Treatment Plant Concrete Rehabilitation;
 - (v) Branch 2 Aqueduct Condition Assessment;
 - (vi) Regional Water Distribution System SCADA System Upgrade,
 - (vii) PLC Replacement and Power Reliability Upgrades;
 - (viii) Regional Pumping Station Production Meter Upgrades;
 - (ix) Regional Pumping Station Chlorine Upgrades;
 - (x) Regional Pumping Station Process Cooling Upgrades;
 - (xi) SLA Intake Upgrades Program;
 - (xii) SLA Asset Preservation Program;
 - (xiii) Study for Natural Gas-Powered Pumps at the Hurst Pumping Station;
 - (xiv) Charleswood-Assiniboia FM River Crossing Rehabilitation;
 - (xv) Water Meter Renewals;
 - (xvi) Discharge Meter Upgrades At The Regional Pumping Stations;
 - (xvii) Hurst Regional Pumping Station Backup Power Supply; and
 - (xviii) Waterworks System Security Renewals Program.
- (g) identify any significant planned upgrades and studies for the next five (5) years. The City will provide information on these planned capital projects and studies including the following:
 - (i) Shoal Lake Aqueduct Inspection & Condition Assessment;
 - (ii) WTP PLC Replacements;
 - (iii) WTP Force main Reliability Upgrades;
 - (iv) Deacon Reservoir Access Road Monitoring;
 - (v) Regional Pump Station Power Quality Upgrades;
 - (vi) Natural Gas Engine Replacement at McPhillips Pump Station;
 - (vii) Water Supply, Treatment and Distribution Electrical Upgrades;
 - (viii) Preliminary Design On-Site Sodium Hypochlorite Generation System;
 - (ix) FM Valve Chamber Upgrades;
 - (x) Deacon Booster Pumping Station (DBPS) Roof Upgrades;
 - (xi) Maclean Valve House Ventilation Upgrades; and
 - (xii) Greater Winnipeg Water District Bridge Inspections.
- (h) confirm the content of the previous regulatory re-assessment report; and
- (i) confirm the status of the deficiencies identified in the previous regulatory re-assessment report.

D11. SITE INSPECTIONS

D11.1 In accordance with 'Terms of Reference for an Engineering Assessment of a Public Water System' (February 2023) document, site inspections are typically required.

D11.1.1 For bidding purposes, assume the following Sites will be inspected as part of the regulatory re-assessment:

- (a) SLA intake facility;
 - (i) Assume the duration of the inspection will be ten (10) hours including travel time from Winnipeg to the SLA intake;
- (b) the Winnipeg Drinking Water Treatment Plant (WTP);
 - (i) Assume the duration of the inspection will be eight (8) hours;
- (c) Deacon Booster Pumping Station and Chemical Feed Facility (DBPS);
 - (i) Assume the duration of the inspection will be four (4) hours;
- (d) Tache Booster Pumping Station;
 - (i) Assume the duration of the inspection will be two (2) hours;
- (e) Hurst Regional Pumping Station and Wilkes Reservoir;
 - (i) Assume the duration of the inspection will be four (4) hours
- (f) McPhillips Regional Pumping Station and Reservoir;
 - (i) Assume the duration of the inspection will be four (4) hours;
- (g) Maclean Regional Pumping Station and Reservoir; and
 - (i) Assume the duration of the inspection will be four (4) hours
- (h) the public water service outlets located at 1539 Waverley Street and Portage Avenue at the Perimeter Highway.
 - (i) Assume the duration of the inspection will be three (3) hours including travel time between sites.

D11.1.2 For bidding purposes, assume the site inspections will be performed by the lead assessor and two (2) additional professionals with expertise in disciplines different from the lead assessor.

D11.1.3 Some exceptions to the list above may be permitted at the discretion of the Consultant in consultation with the City and considering the following:

- (a) Whether any major alterations or expansion have taken place;
- (b) Whether there have been ongoing water quality or compliance issues; and
- (c) Whether significant deterioration in the physical condition, reliability, or ability to meet demands may have occurred since the last assessment.

D11.1.4 Site inspections shall be scheduled a minimum of three (3) weeks in advance.

D11.1.5 The use of 3D cameras/scanning equipment will not be permitted within the City's water facilities.

D11.1.6 Note that the reservoirs will not be drained for the Site inspections.

D12. PREPARATION OF THE CITY OF WINNIPEG PUBLIC WATER SYSTEM RE-ASSESSMENT REPORT

D12.1 General

D12.1.1 The 'Terms of Reference for an Engineering Assessment of a Public Water System' (February 2023) document in Appendix B provides a sample table of contents which identifies the expected format and discussion topics for the re-assessment report.

- (a) The required discussion topics for the City of Winnipeg Public Water System Re-Assessment are outlined in Sections D12.2 to D12.11.

- D12.1.2 As noted in the 'Terms of Reference for an Engineering Assessment of a Public Water System' (February 2023) document in Appendix B, the following items **do not** have to be included in the re-assessment:
- (a) detailed review of laboratory bacterial laboratory analysis records, monthly disinfection and turbidity monitoring reports, and other routine operational records (reviews are completed by the DWO for the Annual Audits and inspections);
 - (b) review of emergency response or advisory notification plans;
 - (c) review of facility classification and operator certification requirements;
 - (d) review of Water Rights, Environmental Act, or other licenses; and
 - (e) copies of water system records
- D12.1.3 An opinion of probable cost **will not** be included in the City of Winnipeg Public Water System Re-Assessment.
- D12.1.4 The Regulatory Re-Assessment of the Water System Infrastructure (2022 Jacobs) can be used as a guide for the preparation of the new City of Winnipeg Public Water System Re-Assessment. System description and background information can be reused where applicable.
- D12.1.5 Prepare and submit the City of Winnipeg Public Water System Re-Assessment Report.
- (a) Draft re-assessment report submission
 - (i) Submit one (1) electronic copy of the draft re-assessment report in Microsoft Word format.
 - (ii) Allow a minimum four (4) weeks for City review of the draft re-assessment report.
 - (iii) Subsequent reviews of the draft re-assessment report may be required depending on the extent of City comments.
 - (b) Final re-assessment report submission
 - (i) Within two (2) weeks of receipt of the City review comments on the draft re-assessment report, prepare and submit the final re-assessment report.
 - (ii) Submit to the Department four (4) hard copies and one (1) electronic PDF copy of the final re-assessment report.
- D12.2 Water System Description
- D12.2.1 General System Characteristics
- (a) Summarize basic water system characteristics including:
 - (i) year the system began operating and dates of major upgrades;
 - (ii) type and name of source water;
 - (iii) population served;
 - (iv) number of service connections and types of connections; and
 - (v) current average day demand, maximum day demand, peak hour demand, and per capita water use.
- D12.2.2 Water Source
- (a) Include a high-level description of the water source as described in Section 1.2 of Appendix B.
 - (b) Summarize any major changes, upgrades, or expansions since the last regulatory re-assessment.
- D12.2.3 Water Treatment System
- (a) Include a high-level description of the Water Treatment System as described in Section 1.3 of Appendix B.

- (b) Summarize any major changes, upgrades, or expansions since the last regulatory re-assessment.

D12.2.4 Treated Water Storage

- (a) Include a high-level description of treated water storage as described in Section 1.4 of Appendix B.
- (b) Summarize any major changes, upgrades, or expansions since the last regulatory re-assessment.

D12.2.5 Distribution

- (a) Include a high-level description of the water distribution system as described in Section 1.5 of Appendix B.
- (b) Summarize any major changes, upgrades, or expansions to water distribution pumping components since the last regulatory re-assessment.
- (c) Summarize the normal pressure ranges within the water distribution system.
- (d) The City will provide the following water distribution system data and records which are to be reviewed and reported on as part of the regulatory re-assessment:
 - (i) water consumption records including volume of non-revenue water;
 - (ii) design criteria (i.e. standard construction specifications, hydrant and valve spacing);
 - (iii) Water main cleaning program statistics (valve exercising);
 - (iv) description of all public water service outlets;
 - (v) summary of the City's cross connection control and backflow prevention program;
 - (vi) description of permanent distribution pressure monitoring locations;
 - (vii) average, maximum, and minimum distribution pressure records from the permanent pressure monitoring stations for the last five (5) years;
 - (viii) summary of leak detection activities since the last regulatory re-assessment;
 - (ix) summary of the water main inventory (from GIS database records) including pipe sizes, material types, river crossings, and railway yard crossings; and
 - (x) summary of the City's frozen services management program.

D12.2.6 Operation and Control

- (a) Describe the control system including:
 - (i) sequencing of water supply, treatment, and distribution operations;
 - (ii) methods of process and pump control;
 - (iii) level of automation; and
 - (iv) major alarms and their annunciation method.
- (b) Identify the number of operators and an estimate of the number of hours per day required for operation and maintenance.
- (c) Discuss whether up-to-date water system drawings, records, and operation and maintenance manuals are maintained.
- (d) Briefly summarize existing operation and maintenance programs including cross connection control, leak detection, and water main cleaning.
- (e) Provide a listing of established standard operating procedures including water main renewal, water main repair, and instrument calibration.
- (f) Summarize all standby power generation equipment and any associated fuel containment systems.
- (g) Describe any bypass that would allow raw or partially treated water to enter the distribution system.

- (h) Identify any piping cross connections within the water treatment plant and the method of backflow prevention.
- (i) Briefly describe how annual operation and maintenance costs and capital upgrades are funded.

D12.3 Review of Water System Records

D12.3.1 General

- (a) Review of records shall focus on the identification of infrastructure, process, treatment, or any equipment related deficiencies. The review of records should be generally limited to records generated since the last regulatory re-assessment.

D12.3.2 Operating License Conditions

- (a) Summarize in tabular format the operating license conditions including:
 - (i) water quality and treatment standards;
 - (ii) on-line monitoring conditions; and
 - (iii) any additional terms or conditions with implications to infrastructure, process, treatment, or equipment requirements.

D12.3.3 Previous Assessment and Follow-up Actions

- (a) General
 - (i) The City will provide all documentation associated with the Water System Infrastructure and Water Supply Sources Regulatory Assessment action items.
- (b) Summarize the previous regulatory re-assessment and follow-up actions including:
 - (i) major findings and recommendations;
 - (ii) feedback received from the ODW;
 - (iii) the action items from the previous regulatory re-assessment and the status of actions taken to address the recommendations.

D12.3.4 Annual Audits and Inspections

- (a) Summarize comments from the annual audits and inspection letters issued by the ODW where an outstanding deficiency or compliance concern was identified.

D12.3.5 Other Studies or Reports

- (a) Summarize in tabular format the relevant findings and recommendations from the studies listed in (e) completed since the last regulatory re-assessment which will be provided by the City. Identify the status of completion for each recommendation.

D12.3.6 Water Quality Data

- (a) Summarize in tabular format physical and chemical characteristics (maximum, minimum, and average) for the raw and treated water for the period of 2016 to 2020 including the following:
 - (i) general water chemistry;
 - (ii) metals; and
 - (iii) disinfection by-products.
- (b) Summarize the raw and filtered water turbidity ranges and seasonal trends.
- (c) Note any exceedances of provincial standards and from the GCDWQ (including Maximum Allowable Concentrations and Aesthetic Objectives).
- (d) Discuss any significant changes or trends in water quality since the last regulatory re-assessment that are affecting, or could affect, treatment processes, process control, or regulatory compliance.
- (e) Identify any other water quality parameters that may affect treatment processes or compliance where a standard or guideline has not been established.

- (f) Evaluate and summarize the ability of the treatment system to address water quality issues and the ability of the system to meet design objectives and goals.
- (g) Water quality sampling and analysis **will not** be included as part of the regulatory re-assessment.

D12.4 Owner and ODW Concerns

D12.4.1 The Re-Assessment Report shall include the following:

- (a) summary of any concerns identified during interviews with the Owner and the ODW.
- (b) description of any major changes, upgrades, or expansions completed or started since the last assessment, and planned for the system over the next five (5) years.
- (c) brief description of any major incidents or emergencies since the last assessment including boil water advisories.

D12.5 Site Inspection Findings

- D12.5.1 List all water system buildings inspected and provide a rating of their general condition in tabular format.
- D12.5.2 Provide comments on any significant building environment concerns.
- D12.5.3 Summarize visual observations of the general condition of all equipment.
- D12.5.4 Identify deficiencies which could compromise water safety or quality.

D12.6 Ability to Meet Regulatory Requirements

- D12.6.1 Provide updated contact time (CT) calculations for disinfection requirements. Use CT calculation procedures and tables from the ODW Filtration and Disinfection Log Reduction Credits Guideline and the Chlorine and Alternative Disinfectants Manual. Include justification for peak hour flow, effective volume, and baffling factor assumptions.
- D12.6.2 Identify any deficiencies in process design or operation that compromise the ability to provide the calculated CT.
- D12.6.3 Complete CT calculations to determine log inactivation for viruses.
- D12.6.4 Determine filtration credits and complete CT calculations or UV dosage comparisons to determine log removal and log inactivation credits for Cryptosporidium and Giardia.
- D12.6.5 Identify any deficiencies in process design or operation that compromise the system's ability to claim full log reduction credits.
- D12.6.6 Identify and discuss any changes since the last regulatory re-assessment, including distribution system expansion, which may lead to CT concerns.
- D12.6.7 Discuss any compliance issues related to meeting turbidity standards identified in the Operating License. Identify any deficiencies in filtration design or operation that compromise the ability to meet the standards on a continuous basis.
- D12.6.8 Discuss any compliance issues related to meeting chemical water quality standards identified in the Operating License or from water quality data review. Identify whether adequate treatment barriers are in place. Where treatment barriers are in place, identify any deficiencies in design or operation that compromise the ability to meet these standards.
- D12.6.9 Discuss compliance with standards for disinfection by-products.
- D12.6.10 Discuss the capabilities of the treatment process to remove algae and their toxins.
- D12.6.11 Summarize and discuss corrosion control measures in place.

D12.7 Ability to Meet Industry Best Practices

- D12.7.1 Identify and discuss any significant deviations from Ten State Standards. Focus on major deviations which may lead to detrimental effects on the treatment process or treated water quality.
- D12.7.2 Identify and discuss the adequacy of cross connection control within the water supply, treatment, and distribution system; including backflow prevention and the potential for unprotected connections at high-risk facilities in the distribution system.
- D12.7.3 Discuss the ability of the treatment system to meet aesthetic water quality guidelines.
- D12.7.4 Identify water system design provisions or operational procedures that vary from industry best practice.
- D12.8 Ability to Meet Demands
- D12.8.1 Capacity
- (a) The City will provide the most recent water demand projections to the Consultant.
 - (b) Based on the water demand projections:
 - (i) evaluate the ability of the water supply, treatment system, storage systems, pumping and distribution components to meet the current demands.
- D12.8.2 Include a comparison of component capacities relative to maximum day demands.
- (a) identify any major physical or capacity limitation that may affect the anticipated growth or expansion of the system over the next five years; and
 - (b) discuss the amount of system growth that can be accommodated given the existing available capacity to supply, treat, and distribute water.
- D12.8.3 Reliability
- (a) Evaluate the ability of the water supply, treatment, storage, pumping, and distribution components to reliably produce safe drinking water from review of the following:
 - (i) physical condition of equipment;
 - (ii) system redundancy;
 - (iii) back-up equipment;
 - (iv) control and alarm limitations; and
 - (v) power supplies;
- D12.9 Recommended Upgrades and Actions
- D12.9.1 Provide prioritized lists/tables of all infrastructure, processes, treatment, and equipment related deficiencies.
- D12.9.2 For each identified deficiency provide the recommended action(s) to remedy the deficiency.
- D12.9.3 For deficiencies where process optimization is recommended, provide detailed advice on optimization strategies.
- D12.9.4 Lists/tables shall be separated into separate sections to address water supply, treatment, storage, and distribution components.
- D12.10 Opinion of Probable Cost
- D12.10.1 This section will not be included in the regulatory re-assessment.
- D12.11 Appendices
- D12.11.1 In accordance with the 'Terms of Reference for Re-Assessment of a Public Water System' document, include the following Appendices:
- (a) Process schematic;
 - (b) Inspection photos;

- (c) Copy of operating license;
- (d) Copy of action plan; and
- (e) Most recent annual audit and inspection letter issued by the DWO.

D13. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D13.1 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.
- D13.1.1 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.
- D13.1.2 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.

D14. SUPPLIER CODE OF CONDUCT

- D14.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D14.2 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.
- D14.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D15. UNFAIR LABOUR PRACTICES

- D15.1 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.
- D15.2 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.

- D15.3 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.).
- D15.4 Failure to provide the evidence required under D15.3, may be determined to be an event of default in accordance with C14.
- D15.5 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.
- D15.5.1 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.
- D15.5.2 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 D15.5. 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.

D16. INFORMATION MANAGEMENT

- D16.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Consultant. Further, where the Services &/or Work is being provided by a third party (either by a Subconsultant or authorized third party reseller), the Consultant represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D16.2 The Consultant acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D16.3 The Consultant:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D16.4 While this Contract is in effect, and at all times thereafter, the Consultant shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the

- purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D16.5 The Consultant shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Consultant shall be in compliance with FIPPA and PHIA.
- D16.6 Further to C21 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D16.7 The Consultant shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Consulting Contract Administrator. The Consultant shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Consulting Contract Administrator.
- D16.8 While this Contract is in effect and at all times thereafter the Consultant shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subconsultants or agents, without the prior written consent of the Consulting Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Consulting Contract Administrator; and
 - (d) inform its Subconsultants of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subconsultants comply with those obligations, including (but not limited to) binding said Subconsultants to terms no less strict than those herein through written confidentiality agreements.
- D16.9 The Consultant shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Consultant has in place to protect its own confidential information; or
 - (b) the standards imposed on the Consultant by the Consulting Contract Administrator.
- D16.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Consultant shall immediately notify the Consulting Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Consulting Contract Administrator of said steps in writing.
- D16.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Consultant shall provide the Consulting Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Consulting Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Consultant shall cooperate with the Consulting Contract Administrator in the defense of the demand, if so requested by the Consulting Contract Administrator.
- D16.12 The Consultant shall, and shall ensure its Subconsultants, comply with all directives issued by the Consulting Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Consulting Contract Administrator so that the Consulting Contract Administrator can verify that the Consultant has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D17. AUTHORITY TO CARRY ON BUSINESS

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

D18. SAFE WORK PLAN

D18.1 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.

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

D19. INSURANCE

D19.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

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

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$500,000 . per claim and \$1,000,000 in the aggregate.

D19.2.1 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.

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

SCHEDULE OF SERVICES

D20. COMMENCEMENT

- D20.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D20.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D17; and
 - (ii) evidence of the insurance specified in D19.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D24.1
- D20.3 The City intends to award this Contract by April 15, 2026

D21. CRITICAL STAGES

- D21.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) The interviews described in D10 shall occur no later than August 1, 2026;
 - (b) The draft regulatory re-assessment report shall be submitted to the City no later than November 16, 2026; and
 - (c) The final regulatory re-assessment report shall be submitted to the City no later than February 1, 2027;

D22. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

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

MEASUREMENT AND PAYMENT

D23. INVOICES

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

D24. PAYMENT

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

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

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

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D25.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant Representative levels:
- (i) The Consulting Contract Administrator;
- (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
- (iii) Department Head.
- D25.4.1 Names and positions of Consultant Representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither Party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D26.3 For the purposes of D26:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and

- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

- D26.4.1 If not already required under the insurance requirements identified in D19, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.
- D26.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D26.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Consultant

- D26.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D26.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- in relation to this Contract or the Work.

D26.6 Records Retention and Audits

- D26.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D26.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of

Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D26.7 Other Obligations

- D26.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D26.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D26.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D26.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

- E1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.
- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
 - (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
 - (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
 - (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
 - (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

E1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at their place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right-hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Consulting Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Consulting Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Consulting Contract Administrator.
- E1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- E1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR", and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in E1.1.
- E1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in E1.1.
 - (a) Previous convictions or pending charges may be investigated, and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- E1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Proponent/Consultant shall supply the Consulting Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual E1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in E1.1.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

APPENDIX B – TERMS OF REFERENCE FOR AN ENGINEERING ASSESSMENT OF A PUBLIC WATER SYSTEM

APPENDIX C – NON-DISCLOSURE AGREEMENT