



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 753-2022

**PROFESSIONAL CONSULTING SERVICES FOR DETAILED DESIGN OF D'ARCY
WASTEWATER LIFT STATION LOAD SHEDDING UPGRADE**

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B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR DETAILED DESIGN OF D'ARCY WASTEWATER LIFT STATION LOAD SHEDDING UPGRADE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 22, 2022.
- B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 The site is located in public right of way with no special access required. Proponents may visit the site at their leisure.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

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

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her 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 his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her 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 its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services, for the following tasks:
- (a) Project Management (D4.6);
 - (b) Consultant Progress Reports (D4.7);
 - (c) Preliminary Engineering (D4.8);
 - (d) Design and Specification Development (D4.9);
 - (e) Procurement Process (D4.10);

- (f) Contract Administration Services (D4.11);
- (g) Record Drawings (D4.12); and
- (h) Additional Work Allowance in accordance with D4.13:
 - (i) The proponent shall include an additional work allowance of \$20,000.00 in their proposal.
 - (ii) The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions.
 - (iii) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent.
 - (iv) The Additional Work Allowance shall only be used with written approval by the Consulting Contract Administrator.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Allowance for Disbursements for Underground Structures information has been included on Form B: Fees, as the City's estimate of costs for these disbursements. These are to be included in the calculation of total fees proposed by the Proponent.

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

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

B9.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D15. Any such costs shall be determined in accordance with D15.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost, shown separately for:
 - (i) Consultant
 - (ii) Construction
- (d) original planned and actual final project schedules, for:
 - (i) Consultant, including:
 - (i) Detailed design

- (ii) Contract administration
 - (iii) Record drawing submittals
 - (iv) Project close-out
 - (ii) Construction, including:
 - (i) Procurement
 - (ii) Construction
 - (iii) Final acceptance
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager
- (b) Project Advisor (if applicable)
- (c) Contract Administrator
 - (i) Non-Resident
 - (ii) Resident
- (d) Other Key Personnel

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

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

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

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

- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.
- B12.5 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the design issues;
 - (c) the proposed Project budget;
 - (d) the City's 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;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.6.
- B12.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.9 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B13. PROJECT SCHEDULE (SECTION F)**
- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B14. DISCLOSURE**
- B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:
- (a) Tetra Tech Canada Inc. (Tetra Tech)
 - (i) The preliminary design report, as noted in B14.3, is background information included in this RFP.
- B14.3 Additional Material:

- (a) The City retained Tetra Tech to provide engineering services for the preliminary design of the D'Arcy Wastewater Lift Station Load Shedding Upgrade project. Results are documented in the D'Arcy Wastewater Pumping Station Load Shedding Upgrades – Preliminary Design Report, dated June 17, 2022. This report is attached as Appendix A.
- (b) In support of Tetra Tech's preliminary design, a geotechnical investigation was performed by Dyregrov Robinson Inc. near the D'Arcy Wastewater Lift Station and along the recommended force main alignment to the river. Results are documented in the D'Arcy Wastewater Pumping Station Load Shedding Upgrades – Preliminary Geotechnical Investigation Report, dated February 22, 2022. This report is attached as Appendix B.

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1** Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B15.3** In connection with its Proposal, each entity identified in B15.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B15.4** Without limiting B15.3, the City may, in its 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 its 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 its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B15.5** Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its 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 its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

- B16.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B16.2** The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3** The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D6).

- B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Consulting Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Consulting Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents

without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

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

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule. (Section F) | 5% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.2.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B23.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D15 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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:

Armand Delaurier

Telephone No. 204 986-6636

Email Address: adelaurier1@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 Currently, all wastewater from the land south of Bishop Grandin Boulevard and west of the Red River, plus the communities of Linden Woods and Whyte Ridge, flows to the South End Sewage Treatment Plant (SEWPCC). This flow crosses the Red River between the Fort Garry Bridges. At this location, the D'Arcy Wastewater Lift Station (D'Arcy WW LS) increases the wastewater static head to allow it to flow by gravity under the Red River.

D3.2 Some hydraulic constraints at the SEWPCC can decrease effluent flow during high river level conditions. When high river level conditions coincide with heavier wet weather events, there is a risk of inundating the SEWPCC as well as the wastewater collection system which can result in basement flooding. Additional conveyance problems will arise in the South End collection system if pumping capacity is lost or decreased at the SEWPCC. To alleviate this wet weather strain on the SEWPCC and the collection system, a number of locations in the SEWPCC catchment have been identified as emergency load shedding (i.e. diverting some flows to the river) locations – one of which is D'Arcy WW LS.

D3.3 The existing piping at D'Arcy WW LS is configured such that direct load shedding is not possible. As a result, under potentially emergent situations, temporary pumps need to be set up and utilized at Glengarry gate chamber (located at Glengarry Drive and D'Arcy Drive) for load shedding. These temporary pumps have limited capacity and require lead time and resources for setup.

D3.4 The existing pumps installed at the D'Arcy WW LS have a substantial amount of pumping capacity and, in emergent conditions, could be utilized to effectively load shed directly to the river. To access this potential, the station piping needs to be reconfigured and a new force main from the existing station to the river needs to be installed.

D3.5 D'Arcy WW LS was constructed in 1977 and upgraded in 1998.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Detailed Design of D'Arcy Wastewater Lift Station Load Shedding Upgrades in accordance with the following:

- (a) Project Management (D4.6);
- (b) Consultant Progress Reports (D4.7);
- (c) Preliminary Engineering (D4.8);

- (d) Design and Specification Development (D4.9);
 - (e) Procurement Process (D4.10);
 - (f) Contract Administration Services (D4.11);
 - (g) Record Drawings (D4.12);
 - (h) Additional Work Allowance (D4.13).
- D4.1.1 The Services required for this project 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.
- D4.2 The funds available for this Contract are \$225,000. This includes engineering costs and applicable taxes.
- D4.3 The City of Winnipeg's Water and Waste Department (WWD) requires detailed design and contract administration for construction of a new force main at D'Arcy WW LS to divert flow directly from the station to the river when high river level conditions coincide with heavier wet weather events.
- D4.4 The new force main will be connected to the existing piping within the D'Arcy WW LS. Once the force main exits the lift station, it will transition from a 500mm pipe to a 750mm force main which will ultimately flow to the Red River. New valves will also be installed within the station which can direct wastewater flows to the existing siphons under normal operations, or to the new force main when load shedding is required.
- D4.4.1 During extreme river flood conditions, water levels in the Red River can rise to very high levels which limit the ability of SEWPCC to pass all flows without flooding the plant. High river levels also prevent the activation of emergency overflows in the collection system which results in increased risk of basement flooding during rain events.
- D4.4.2 Load shedding is a temporary measure to protect public health by minimizing the risk of flooding the SEWPCC and reducing the potential for basement flooding in the wastewater collection system.
- D4.4.3 There is critical infrastructure (including the 600 mm Fort Garry – St. Vital Feeder main, the 1650 mm Second Branch Aqueduct, and a hydro tower) in close proximity of the lift station that will need to be addressed during detailed design. Work at the station must occur during low river levels and, ideally, outside of peak wet weather seasons.
- D4.5 General
- D4.5.1 These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg.
- D4.5.2 The consulting services described herein are to be provided for the Water and Waste Department (WWD).
- D4.5.3 WWD will provide assistance towards the following services:
- (a) Site access to the D'Arcy WW LS
 - (b) Provision of any available information on the D'Arcy WW LS operation records (i.e. pump cycle times, maintenance records, historic flow rates, etc.).
- D4.6 Project Management
- D4.6.1 The Consultant will attend a pre-commencement meeting with WWD to review project expectations and limits.

- (a) The Consultant shall ensure that all key team members attend the meeting.
 - (b) The Consultant shall contact the Consulting Contract Administrator to confirm the city staff attendees.
- D4.6.2 The Consultant will review and update the following templates as required throughout the phases of the project:
 - (a) Stakeholder Assessment and Communication Plan
 - (b) Project Risk Management Plan
- D4.6.3 The Consultant's Project Manager shall:
 - (a) Direct and coordinate efforts of the Consultant's team to achieve the specific project goals, objectives, and deadlines while meeting the City's requirements.
 - (b) Liaise with the Consulting Contract Administrator on a weekly basis (or as required) to provide project progress and or to discuss project specifics.
 - (c) Provide meeting minutes and or emails, upon request, to the Consulting Contract Administrator summarizing any meetings and or discussions held between the consultant and WWD.
- D4.6.4 Identify and document lessons learned throughout the duration of the project, and provide to the City at project close-out. The lessons learned process includes, but not limited to:
 - (a) Identify and collect project comments and recommendations that could prove to be valuable for future projects;
 - (b) Document and share the lesson learned findings;
 - (c) Analyze the results.
- D4.7 Consultant Progress Reports
- D4.7.1 The Consultant shall prepare and submit monthly reports using the Consultant Progress Report template from the Project Management Manual. All sections within this report shall be completed. One report shall be submitted for each month. For months with no project activity, a single report that combines two or more months can be submitted upon prior written approval by the Consulting Contract Administrator.
 - (a) Include a detailed monthly "cost to complete" report. The report is to include the actual costs to date (for consultant and contractors) plus projected costs to complete the contract including allowances for any unforeseen costs. The report will identify any expected budget overruns or surpluses.
- D4.7.2 Consultant Progress Reports shall be submitted to the Consulting Contract Administrator by the fifteenth (15th) day of the following month. When the 15th day of the month falls on a weekend, the report shall be submitted on the first working day of the following week.
- D4.7.3 Monthly consultant invoices will not be paid until the corresponding Consultant Progress Report has been accepted.
- D4.8 Preliminary Engineering
- D4.8.1 The Consultant will;
 - (a) review existing information as provide by the City, including but not limited to; records, original specifications and drawings, the preliminary design report of the D'Arcy WW LS Load Shedding Upgrade project (Appendix A), the geotechnical investigation report for the D'Arcy WW LS upgrades (Appendix B). The drawings are included in Appendix C.
 - (b) Perform a site investigation to confirm site access, building access within the D'Arcy WW LS, route alignment for the proposed force main to the river.
 - (c) Conduct a review within the D'Arcy WW LS to identify construction concerns within and outside of the building, confirm that new valves, fittings, appurtenances can physically be constructed within the station, and overall force main route alignment.

- (d) If required, undertake a trial shutdown to confirm storage times for the pipe modifications activities within the lift station.
- (e) Coordinate permits (where required) for working near the D'Arcy WW LS, along the proposed force main route to the river, and at the riverbank of the Red River, including but not limited to:
 - (i) Waterway permits;
 - (ii) Notice of Alteration (NOA) to the SEWPCC;
 - (iii) Fisheries and Oceans Canada for the presence of mapleleaf mussels;
 - (iv) Communication with Transport Canada on expected Minor Work Order.

D4.9 Design and Specification Development

- D4.9.1 Allow for a minimum ten (10) calendar day review period of each submission provided to the City.
- D4.9.2 Review the existing information (records, specifications, inspection reports) of the pipelines.
- D4.9.3 Take accurate measurements, using 3D laser scanning or equivalent, to confirm that new piping, tees, valves etc., will physically fit within the station's motor room for the force main tie-in location.
- D4.9.4 Development of temporary by-pass pumping operations specifications. The tender will include a requirement for the contractor to submit details regarding how they plan to by-pass the D'Arcy WW LS. These details will be used to prepare an Operational Shutdown Summary (OSS) as per D4.11.1(k).
- D4.9.5 Develop a protocol for contractor's construction activities working within the vicinity of the existing 600mm feeder main and existing 1650mm Branch II Aqueduct. Contractors will not be allowed to mobilize any equipment until their protocol has been reviewed and approved by the contract administrator.
- D4.9.6 Coordinate with City staff on systems operations required to complete construction activities.
- D4.9.7 Prepare and submit a 99% design package complete with construction drawings, specifications, Form B, and a Class 1 pre-tender estimate.
 - (a) Submit the design package to the Consulting Contract Administrator for review at least ten (10) calendar days prior to tendering.
 - (b) The project shall not be tendered without this review.
- D4.9.8 Construction drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements, and are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- D4.9.9 Construction Drawings are to be prepared by the Consultant and will be included in the Bid Opportunity Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.
- D4.9.10 Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- D4.9.11 Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.
- D4.9.12 Provision of appropriate response to bidders and advice to the Department during the periods of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents.
- D4.9.13 Arrange and attend a tender site investigation during the tendering process.
- D4.9.14 Review Bid Submissions for completeness and prepare Bid Submission tabulations.

- D4.9.15 Arrange for the Tender numbers with the Materials Management Department and provide the Tender package in a PDF format, acceptable to the Materials Management Department.
- D4.9.16 Obtain the required permits listed in D4.8.1(e).
- D4.9.17 Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.
- D4.9.18 The tender shall include a completion date for construction by no later than Feb 29, 2024. The D'Arcy WW LS will need to be back on line by this date.
- D4.10 Procurement Process
- D4.10.1 Review bid submissions for completeness and prepare bid tabulations for multiple tenders. Provide a fee on Form B for each tender.
- D4.10.2 Review low bidder qualifications.
- (a) Perform a complete review of the low bidder's qualifications to determine if they are capable of performing the work under the terms of the contract.
 - (b) Conduct a pre-award meeting.
- D4.10.3 Make a recommendation of award to the Consulting Contract Administrator.
- D4.11 Contract Administration Services
- D4.11.1 Non-resident Contract Administration Services
- (a) Personnel with demonstrated experience in design and contract administration are to be assigned to this project.
 - (b) The Consultant Representative will be responsible to coordinate and conduct a pre-construction meeting with all relevant parties and provide minutes to all relevant parties within five (5) working days of the meeting.
 - (c) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
 - (d) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
 - (e) Arrange for regular job meetings (minimum one per two-week period) on/near the work site or at an agreed location throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator, or their designate, as well as the Resident Inspector, the Contractor, and the Department's Consulting Contract Administrator. Provide minutes of all site meetings within five (5) working days of the meeting.
 - (f) Monitor project progress and ensure all items of work are completed within the terms of the contract.
 - (g) Determine the dates of Substantial and Total Performance and complete the corresponding Certificates.
 - (h) Create and provide Record Drawings showing all permanently installed fittings which were constructed within the D'Arcy WW LS and for the newly constructed force main to the river.
 - (i) The Consultant shall prepare and submit meeting minutes for every construction meeting, using the Meeting Minutes template from the City's Project Management Manual.
 - (i) Construction meeting minutes shall be distributed within five (5) working days of the meeting occurring.

- (j) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the Station can be put into active service.
- (k) The Consultant will be required to submit an OSS to WWD at least ten (10) working days prior to the D'Arcy WW LS being shutdown or taken offline. The Consultant will complete the OSS using information provided by the contractor for their construction activities. The D'Arcy WW LS will not be taken offline until the OSS has been approved by WWD.

D4.11.2 Resident Contract Administration Services

- (a) Personnel with demonstrated experience in construction are to be assigned to this project for continuous on-site inspection of the work.
- (b) Monitor the activities of the contractor to ensure:
 - (i) project schedules are being realized;
 - (ii) damage to property is addressed;
 - (iii) contract requirements and specifications are being met;
 - (iv) site safety is in accordance with Provincial Regulations.
- (c) Coordinate with the Wastewater Services Divisions as required to arrange access to the site and pipelines. The Consulting Contract Administrator can be the liaison.
- (d) Provide Weekly Project Reports to the Department's Consulting Contract Administrator identifying, but not limited to, the following: days worked, progress, days lost due to weather conditions, project concerns, material, personnel, equipment employed by the Contractor, and Work completed. Provide Weekly Reports no later than five (5) working days after the week in question.
- (e) Monitor, document, and report all damage to City and private property caused by the Contractor.
 - (i) take pre-construction digital photographs for the site to resolve potential disputes during and after construction activities.
- (f) Track all pay-item quantities and obtain confirmation and signature from the Contractor on a daily basis if required.

D4.12 Record Drawings

D4.12.1 Record drawings are to be submitted in two phases:

- (a) Preliminary Record Drawings
- (b) Final Record Drawings

D4.12.2 Preliminary Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works.
- (b) Record drawings are to include all construction details and materials of the completed works, including the following:
 - (i) All construction details'
 - (ii) Complete materials list for each individual component installed,
 - (iii) Date of installation of Works (Substantial Performance),
 - (iv) Installation Contractor.

D4.12.3 Final Record Drawings

- (a) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments,

and the digital file for each as-constructed drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing.

D4.12.4 Payment for Record Drawings will be as follows:

- (a) 50% upon acceptance of the Preliminary Records Drawings;
- (b) 50% upon acceptance of the Final Record Drawings.

D4.13 Additional Work Allowance

D4.13.1 The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions (see B9.1(h)).

- (a) When such work arises, the consultant will prepare a concise scope of work and cost proposal in collaboration with the Consulting Contract Administrator.
- (b) The proposal shall be submitted to the Consulting Contract Administrator for final approval. No work shall start prior to this approval.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "D'Arcy WW LS" means the D'Arcy Wastewater Lift Station; and
- (b) "SEWPCC" means the South End Sewage Treatment Plant.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 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.

D6.1.1 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.

D6.1.2 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.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in D9.2(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.
- D9.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D9.2(a) and D9.2(b).

- D9.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.6 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 D9.9.
- D9.7 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.
- D9.8 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.
- D9.9 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D7;
 - (ii) the Safe Work Plan specified in D8; and
 - (iii) evidence of the insurance specified in D9.
 - (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 D13.1
- D10.3 The City intends to award this Contract by Jan 31, 2023.

D11. COVID-19 SCHEDULE DELAYS

- D11.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Consulting Contract Administrator.
- D11.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, 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.
- D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D11.4 For any delay related to COVID-19 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 D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D11.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D11.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D12.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Consultant's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

- D13.1 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

D14. DISPUTE RESOLUTION

- D14.1 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 D14.
- D14.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D14.3 The entire text of C17.5 is deleted, and amended to read:
- 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 his written Appeal Form, in the manner and format set out on the City's Materials Management 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 his Appeal Form.

- D14.4 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.
- D14.4.1 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.
- D14.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D14.4.3 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.
- D14.4.1 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 D14.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D15. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D15.1 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.
- D15.2 Further to D15.1, in the event that the obligations in D15 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.
- D15.3 For the purposes of D15:
- (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.
- D15.4 Modified Insurance Requirements
- D15.4.1 If not already required under the insurance requirements identified in D9, 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.

- D15.4.2 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.
- D15.4.3 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.
- D15.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D15.5 Indemnification By Consultant
- D15.5.1 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.
- D15.5.2 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;
- D15.5.3 in relation to this Contract or the Work.
- D15.6 Records Retention and Audits
- D15.6.1 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.
- D15.6.2 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 D15.6.1 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.

D15.7 Other Obligations

- D15.7.1 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.
- D15.7.2 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.
- D15.7.3 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.
- D15.7.4 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.
- D15.7.5 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.
- D15.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

APPENDIX A – D'ARCY WASTEWATER PUMPING STATION LOAD SHEDDING UPGRADES – PRELIMINARY DESIGN REPORT

APPENDIX B – D'ARCY WASTEWATER PUMPING STATION LOAD SHEDDING UPGRADES – PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT

APPENDIX C – AS-BUILT DRAWINGS