



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 949-2022

**PROFESSIONAL CONSULTING SERVICES FOR RIVER, STREAM AND
COMBINED SEWER OVERFLOW DISCHARGE WATER QUALITY MONITORING**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR RIVER, STREAM AND COMBINED SEWER OVERFLOW DISCHARGE WATER QUALITY MONITORING

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 3, 2023.

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. 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 (RFP), 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 RFP 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 RFP 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 RFP 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 RFP, 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 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.

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 and Work Breakdown (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 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 should be twenty-five (25) pages or less in total, excluding appendices.

B6.7 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.7.1 Proposals will **only** be accepted electronically through MERX.

B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with B21.1(a).

B6.9 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 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.

B7.2.1 If a Proposal is submitted jointly by two (2) 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 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.

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 B8.1(a), (b), (c), and (d) based on the Work identified in D7 Scope of Services;

- (a) Data Collection and Assessment;
- (b) Detailed Water Quality Monitoring Plan;
- (c) Management and execution of the River, Stream and CSO Discharge Monitoring and Sample Testing; and
- (d) River, Stream and CSO Discharge Water Quality Monitoring Report.

- B8.1.1 Refer to D6.5 for the approach to include Project Management, Risk Register and Public Engagement fees.
- B8.2 The Proposal should include Form P: Person Hours showing the Work Breakdown identified in B12.3, hourly breakdown and assigned Key Personnel for each Fixed Fee item of work identified in D7 Scope of Services.
- B8.3 Further to B8.1(c), the cost breakdown should include;
- (a) The cost for four (4) wet weather sample collections of 24 samples at both CSO discharge locations, along with a cost for an additional sample collection;
 - (b) The cost for two (2) River and Stream dry day sample collections assuming three (3) days of sample collection at 15 locations, along with a cost for an additional sample collection; and
 - (c) The cost of three (3) River and Stream dry day sample collections assuming three (3) days of sample collection at 15 locations, along with a cost for an additional sample collection.
- B8.3.1 Further to B8.3, the cost for CSO Discharge, dry and wet weather River and Stream additional sampling will be evaluated in the total cost but the work will be subject to review and approval by the Consulting Contract Administrator to undertake any additional sample collection.
- B8.4 The hourly rate schedule for Key Personnel in Form P: Person Hours will be utilized where required for the work identified in D7.12 Additional Work Allowance.
- B8.5 The Proponent should include in their Proposal:
- (a) Additional Work Allowance of \$500,000 on Form B: Fees and Form P: Person Hours;
 - (b) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent.
- B8.6 The Additional Work Allowance is to be used for:
- (a) independent lab sample testing if required;
 - (b) water quality modeling if required;
 - (c) additional costs where sample collection needs to extend to 2024; and
 - (d) any other engineering and design services that arise due to unforeseen conditions arising throughout the project.
- B8.7 Adjustments to Fees will only be considered based on increases to the D7 Scope of Services.
- B8.7.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.
- B8.8 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.
- B8.9 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.
- B8.10 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as Provincial Sales Tax (PST)), which shall be extra where applicable.
- B8.11 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.11.1 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 D20. Any such costs shall be determined in accordance with D20.

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 programming; planning, design and management on three (3) projects of similar complexity, scope and value.

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 cost and final cost;

(d) scope and schedule (anticipated Project schedule and actual project delivery schedule);

(e) project owner;

(f) reference information (consisting of two (2) current contact names, email addresses and telephone number contact information associated with each reference project):

(i) References may be used to confirm information provided in the Proposal.

(ii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc. and information used in evaluation of proposals.

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.

B10.2 All team members, including Key Personnel and their roles as per B10.4 should be included in the organizational chart. Clearly identify any Subconsultants that are part of the work:

(a) Distinguish roles and Key Personnel for any Subconsultants that are part of the work.

B10.3 The Proponent should provide details of how the Subconsultant Personnel will work with the primary consultant for the execution of the Work. This includes project management, execution of the scope, meeting schedules and deliverables submissions.

B10.4 Key Personnel shall be defined as the individual leading or providing a primary role in the technical and project management aspects of the Work specified in D7 Scope of Services.

(a) Involvement in the technical aspects shall include but not be limited to the following:

(i) Deliverable development;

(ii) Communication with the City regarding the requirements of the Work.

(b) Involvement in the project management aspects shall include but not be limited to the following:

(i) Directing and coordinating efforts of the Proponent team to achieve the specific Project goals and objectives and to meet all City requirements;

- (ii) Development of project budget estimates and schedules;
- (iii) Monitoring and controlling work schedule and costs;
- (iv) Progress reporting in order to track and measure schedule and cost performance for the Scope of Services;
- (v) Maintaining ongoing communication with the City to coordinate reviews of deliverables and to provide project status;
- (vi) Quality control/quality assurance of deliverables.

B10.5 Submit the experience and qualifications of the Key Personnel assigned to the Project and identified in the organizational chart as per B10., including the following:

- (a) proposed role and responsibilities;
- (b) core capabilities and/or technical skills;
- (c) educational background and degrees;
- (d) professional recognition;
- (e) job title;
- (f) years of experience in current position;
- (g) years of experience related to the items identified in PART D Supplemental Conditions;
and
- (h) years of experience with existing employer.

B10.6 For each person 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 B10.6, 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 (consisting of two (2) current contact name, email address and telephone number contact information associated with each reference project)
 - (i) References may be used to confirm information provided in the Proposal.
 - (ii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects and the applicability of the role.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of the 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.

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 teams' understanding of International Association for Public Participation (IAP2) processes and principles and how they apply to the Project;
- (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.

B11.5 Further to B11.4(b), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 Scope of Services.

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.8.1 The Form P should be modified to align with B8 and the related Scope of Services identified in D7.

B11.9 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.

B12. PROJECT SCHEDULE AND WORK BREAKDOWN (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 personal), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the D7 Scope of Services, including those under the "Additional Work Allowance".

B12.2 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.

B12.3 The Proponent will present a work breakdown structure (WBS) in Form P that aligns with the project schedule showing:

- (a) the key personnel and hours assigned to each activity in the schedule;
- (b) the total costs assigned to each activity in the schedule.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to background information leading to this RFP. In the City's opinion, these past relationships and associations do not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of past work with these Companies are listed below.

B13.2 The Companies are:

- (a) Dillion Consulting;
- (b) EMA Services Inc.;
- (c) Gore & Storrie Limited;
- (d) Jacobs Engineering Group Inc. (Formerly CH2MHILL Ltd.);
- (e) SFE;
- (f) Stantec;

- (g) Tetra Tech;
- (h) TetrES Consultants Inc.;
- (i) Wardrop Engineering Inc.; and
- (j) XCG.

B13.3 The following reports were prepared by the organizations identified in B13.2:

- (a) Combined Sewer Overflow Management Study, Phase 1 Technical Memorandum - Problem Definition TM 1, Wardrop Engineering Inc., TetrES Consultants Inc., Gore & Storrie Limited and EMA Services Inc. 1994.
- (b) Combined Sewer Overflow Management Study, Phase 1 Technical Memorandum - Receiving Stream TM 4, Wardrop Engineering Inc., TetrES Consultants Inc., Gore & Storrie Limited and EMA Services Inc. 1994
- (c) Phase 3 of the CSO Outfall Monitoring Program CSO Water Quality Monitoring: A Literature Review, Stantec, Tetra tech and SFE. 2013.
- (d) Combined Sewer Overflow Master Plan Tabletop Receiving Water Assessment Technical Memorandum, CH2MHILL, Dillion Consulting and XCG. 2014.
- (e) CSO Master Plan Preliminary Proposal, CH2MHill Ltd. 2015.
- (f) CSO Master Plan Preliminary Proposal Approval Letter, CH2MHill Ltd. 2015.
- (g) Water Quality Model Update Notes, XCG, 2015.
- (h) CSO Master Plan Water Quality Monitoring Program, CH2MHILL, Dillion Consulting and XCG. 2015.
- (i) CSO Master Plan. Jacobs Engineering Group Inc, 2019.

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;
- (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.

B14.3 In connection with its 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 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.

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 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 B14.4 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.

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

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; 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.

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, Materials Management 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 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; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba. have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D8).

B15.4 Further to B15.3(e), the Proponent shall acknowledge they and all Subconsultants have obtained training required by the 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.

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.

B16.4 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.

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 his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Consulting Contract Administrator may, in his/her 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 RFP 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) 30%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology; (Section E) 30%
- (g) Project Schedule and Work Breakdown. (Section F) 10%

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 its 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(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D7.16.

- B21.7 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.
- B21.8 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.
- B21.9 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.
- B21.10 Further to B21.1(g), Project Schedule and the WBS will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 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.

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 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B22.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

- 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 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 D20 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 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.
- B22.10 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 RFP 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:

Patrick Coote

Senior Project Engineer

Telephone No. 204 986 2456

Email Address: pcoote@winnipeg.ca

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

D3. DEFINITIONS

D3.1 When used in this RFP:

- (a) “**AACE**” means the Association for the Advancement of Cost Engineering;
- (b) “**AMA**” means Accessibility for Manitobans Act;
- (c) “**BOE**” means basis of estimate;
- (d) “**CAD**” means Computer Assisted Drafting;
- (e) “**City Stakeholders**” means City of Winnipeg Management Staff that are not directly involved in deliverables review, but are directly or indirectly impacted by the findings of this project;
- (f) “**Consulting Contract Administrator**” means the City’s Consulting Contract Administrator pertinent to the project stated in the RFP unless specified otherwise in the context;
- (g) “**CS**” means combined sewer;
- (h) “**CSD**” means combined sewer district;
- (i) “**CSO**” means combined sewer overflow;
- (j) “**CSSR**” means Customer Service Standard Regulation;
- (k) “**DEP**” means the District Engineering Plan prepared as part of the 2019 CSO Master Plan;
- (l) “**DWF**” means dry weather flow;
- (m) “**EA**” means Environment Act issued by the Province of Manitoba;
- (n) “**EMC**” means event mean concentration;
- (o) “**External Stakeholders**” means entities that are outside of the City of Winnipeg, including but not limited to organizations, private business entities, private citizens, and/or the public at large which may be directly or indirectly impact by the findings of this project;
- (p) “**GI**” means Green Infrastructure. It refers to urban sustainability infrastructure that uses natural hydrologic processes to reduce, store, or attenuate surface runoff from entering the combined or land drainage sewer systems;
- (q) “**GIS**” means Geographic Information System;

- (r) “**Grey Infrastructure**” means the traditional and conventional infrastructure such as sewer pipe or storage tanks;
- (s) “**GST**” means Goods and Services Tax;
- (t) “**IAP2**” means International Association for Public Participation;
- (u) “**LDS**” means land drainage sewer;
- (v) “**MWQSOG**” means Manitoba Water Quality Standards Objectives and Guidelines;
- (w) “**MRST**” means Manitoba Retail Sales Tax;
- (x) “**NEWPCC**” means North End Sewage Treatment Plant;
- (y) “**North End Catchment**” means the collective sewer districts with flows that contribute to the NEWPCC for treatment;
- (z) “**PDF**” means Portable Document Format electronic file;
- (aa) “**PDWF**” means peak dry weather flow;
- (bb) “**POC**” means pollutants of concern;
- (cc) “**Professional Engineer**” means an engineer registered in the Province of Manitoba;
- (dd) “**PST**” means Provincial Sales Tax;
- (ee) “**PWWF**” means peak wet weather flow;
- (ff) “**RFP**” means Request for Proposal;
- (gg) “**RTC**” means real time control;
- (hh) “**Solution**” refers to the overall solution and its components proposed to meet specific Project design requirements, goals and objectives specified in the RFP. Solution components consist of grey, green and real time control infrastructure;
- (ii) “**SRS**” means storm relief sewer;
- (jj) “**TP**” means total phosphorus;
- (kk) “**TM**” means Technical Memorandum;
- (ll) “**TN**” means total nitrogen;
- (mm) “**WBS**” means work breakdown structure;
- (nn) “**Working Group**” means the City of Winnipeg staff that are directly involved in deliverables review with the Proponent;
- (oo) “**WSTP**” means Winnipeg Sewage Treatment Program;
- (pp) “**WWD**” means City of Winnipeg’s Water and Waste Department;
- (qq) “**WWF**” means wet weather flow; and
- (rr) “**WWS**” means wastewater sewer.

D4. BACKGROUND

- D4.1 As per the Manitoba Environment, Climate and Parks (formerly known as Manitoba Conservation and Climate) Combined Sewer Overflow (CSO) Master Plan approval letter, dated November 13, 2019, the City of Winnipeg (City) will continue to work toward implementing 85% CSO capture in the 1992 representative year (Control Option No. 1) while further evaluating the volume reduction equivalent to a minimum of four (4) overflows in the 1992 representative year (Control Option No. 2). A water quality report will be submitted once every five years, starting on December 31, 2024. The implications of maintaining a percent capture program on water quality will be evaluated and will be provided in the 2030 Master Plan update submission.
- D4.2 The City has undertaken monitoring programs in the past and currently carries out monitoring programs relating to the operation of the collection system and its impact on water quality.

D4.3 The City extents with potential sampling locations for the rivers and streams program are shown in Figure 1 below. The stream and river locations are shown in red and purple circles, respectively. The small green and orange circles indicate the locations that are already included as part of the City's existing sampling program. There are eight (8) CSO discharge locations that are to be reviewed to select two (2) locations for discharge monitoring. The discharge locations and City proposed river and stream are included in the Proposed Monitoring Locations Plan Map in Appendix B.

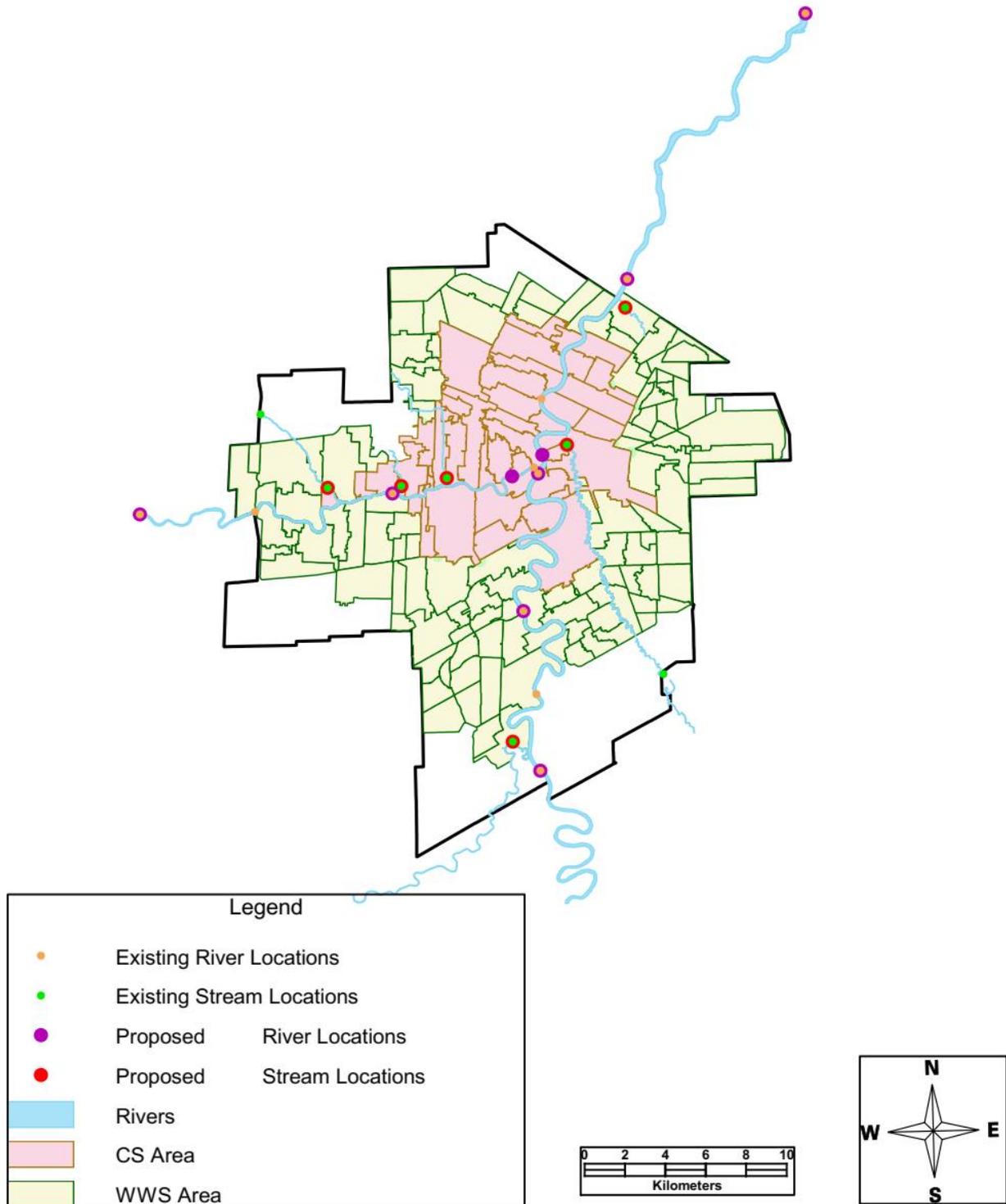


Figure 1 - City extents with potential River and Stream Sampling Locations Map

- D4.4 Since 1977, the City has carried out a bi-weekly water quality monitoring program of the rivers and small streams during open water season (typically May – October, inclusive) at regular intervals to measure the health of Winnipeg's waterways.
- D4.5 The City has been reporting to the National Pollutant Release Inventory on discharge water quality since 1999 as per Federal requirements.
- D4.6 The 2002 CSO Management Study encompassed all of the available data with respect to water quality of the CSOs and the receiving environment as well as data from various related Water Quality monitoring campaigns.
- D4.7 MWQSOG, Manitoba Water Stewardship, 2002. Contained thresholds for water quality parameters in rivers and streams. The November 2011 version is the latest revision.
- D4.8 The City was issued EA No.3042 in September 2013 which contained a number of requirements including, sample testing, sampling methods, reporting formats, Interim Water Quality Monitoring and effluent quality limits.
- D4.9 The 2014-2015 Interim Water Quality Monitoring Program was carried out during 2014 and 2015 and included CSO and stream monitoring, which was used to develop event mean concentration (EMCs) for the CSO discharges and establish boundary water quality for river and stream boundary flows. The monitoring was carried out for dry weather conditions, wet weather conditions, and for CSO discharges. This work included water quality modeling.
- D4.10 The City's CSO Outfall Monitoring as of 2021 has installed instrumentation at 45 combined sewer discharge locations to track overflow performance by monitoring level and flap gate inclination. These instruments in combination with the City hydraulic model are used to assess the sewage collection system and report on overflow performance.
- D4.11 The 2021 Dry Weather Overflow Water Quality Assessment was completed to evaluate the impact of dry weather overflows (DWOs) on the receiving waterbodies within the City and downstream, including Lake Winnipeg.
- D4.12 The City has recently created a near real time CSO Notification Tool alert when CSOs discharge to our rivers. The CSO Notification Tool can be accessed on the City's website at: MyUtilityInfo – Water and Waste Department – City of Winnipeg.

D5. RELEVANT DOCUMENTS, DRAWINGS AND DATABASE

- D5.1 The following relevant documents are available at the City of Winnipeg website at: <https://winnipeg.ca/waterandwaste/sewage/csoMasterPlan.stm#tab-documents>
- (a) Environment Act No. 3042, MB Conservation and Water Stewardship. 2013.
 - (b) CSO Master Plan Preliminary Proposal, CH2MHill Ltd. 2015.
 - (c) CSO Master Plan Preliminary Proposal Approval Letter, CH2MHill Ltd. 2015.
 - (d) CSO Master Plan. Jacobs Engineering Group Inc, 2019.
 - (e) CSO Master Plan Approval Letter, MB Conservation and Climate. 2019.
- D5.2 Additional relevant documents, drawings and database are available by request to the Consulting Contract Administrator after completion of the Non-Disclosure Agreement in Appendix A.
- D5.3 The following information will be released at the sole discretion of the City upon completion of Appendix A per D5.2:
- (a) Combined Sewer Overflow Management Study, Phase 1 Technical Memorandum - Problem Definition TM 1, Wardrop Engineering Inc., TetrES Consultants Inc., Gore & Storrie Limited and EMA Services Inc. 1994.

- (b) Combined Sewer Overflow Management Study, Phase 1 Technical Memorandum - Receiving Stream TM 4, Wardrop Engineering Inc., TetrES Consultants Inc., Gore & Storrie Limited and EMA Services Inc. 1994.
- (c) Phase 3 of the CSO Outfall Monitoring Program CSO Water Quality Monitoring: A Literature Review, Stantec, Tetra tech and SFE. 2013.
- (d) Interim Monitoring Plan, City of Winnipeg. 2014.
- (e) Combined Sewer Overflow Master Plan Tabletop Receiving Water Assessment Technical Memorandum, CH2MHILL, Dillion Consulting and XCG. 2014.
- (f) Water Quality Model Update Notes, XCG, 2015.
- (g) Water quality monitoring protocol document - CSO Master Plan Water Quality Monitoring Program, CH2MHILL, Dillion Consulting and XCG. 2015.
- (h) City of Winnipeg Water Quality Monitoring Plan, City of Winnipeg. 2023.
- (i) CSO Outfall Monitoring Instruments Isometric Drawings, Stantec. 2014.
- (j) InfoWorks ICM version 11 City of Winnipeg Hydraulic Model Database.

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) 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 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D6.1.3 The Consultant shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.
 - (a) Experience and qualifications as specified in B10.5 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.

D6.2 General Requirements for Project Deliverables.

- D6.2.1 The Consultant should provide a project share point where all collected data and project deliverables are saved.
- D6.2.2 Deliverables Submission Requirements.
 - (a) All deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City and shall include a document control table with author, review and approve cells to document contributors.
 - (b) All supporting documents to the deliverables shall be provided in the native file format (i.e. Microsoft Excel, Computer Assisted Drafting (CAD) dwg files, GIS files, etc.), with the exception of hard copies where they can be scanned and converted into an electronic format.
 - (c) All draft report deliverables shall be provided in both Microsoft Word format and in searchable Portable Document Format (PDF).

- (d) Comment tracking spreadsheets shall be created as part of draft document revisions and resubmissions process.
 - (i) Comment tracking spreadsheet to log specific comments/edits requested by the City working group (Working Group), the Consultant's response, and City's acceptance/rejection of Consultants response.
- (e) Consulting Contract Administrator must give final approval that all comments have been satisfactorily answered prior to the Consultant printing paper copies.
- (f) All final report versions shall be provided in searchable PDF.
- (g) Two (2) paper copies, with one (1) unbound and one (1) bound shall be submitted of all documents once finalized.

D6.2.3 Draft Deliverables Minimum Submission Requirements.

- (a) This sequence of deliverable submissions is required at minimum over the course of the Project, unless specified otherwise by the Consulting Contract Administrator. The Consultant can determine if additional submission stages beyond those listed below are required. Proposed additional submission stages shall be included in the Proposal.
- (b) Specific requirements to each of the following sections are identified in D7 Scope of Services.
 - (i) 60% Draft Data Collection and Assessment Technical Memorandum (TM).
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 60% Data Collection and Assessment Review Meeting to discuss the draft TM.
 - ◆ The draft TM shall document the data collection and inspections, it should include at minimum the review of data collected, a review of sampling instrumentation and modeling software, the review of water quality parameters and a cost for independent laboratory testing of water quality sampling.
 - (ii) 95% Draft Data Collection and Assessment TM.
 - ◆ Draft TM shall be submitted to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the 95% Data Collection and Assessment Review Meeting to discuss the draft TM.
 - ◆ The draft TM shall address any comments from the 60% review.
 - ◆ The draft TM shall include at minimum recommendations for sampling instrumentation, the CSO chambers to be monitored, the River and Stream locations for monitoring, the water quality parameters to be tested and the water quality modeling software.
 - (iii) 95% Draft Detailed Water Quality Monitoring Plan.
 - ◆ This document should be developed based on the City Proposed Water Quality Monitoring Plan and modified based on data collections and assessments outcomes.
 - (iv) 60% Draft Updated Water Quality Monitoring Protocol.
 - ◆ This document should be developed based on CSO Master Plan Water Quality Monitoring Program, CH2MHILL, Dillion Consulting and XCG. 2015. This report documents the water quality monitoring protocols for the 2014 and 2015 work and should be modified based on data collections and assessments outcomes, and the Detailed Water Quality Monitoring Plan.
 - (v) 95% Draft Updated Water Quality Monitoring Protocol.
 - ◆ The TM shall address any comments from the 60% review.
 - ◆ This version should be provided following the completion of the water quality monitoring, it should be updated with any relevant changes based

on changes and lessons learned from the water quality monitoring work.

- (vi) 60% Draft Water Quality Monitoring Report.
 - ◆ This version should be provided to the Consulting Contract Administrator at least fifteen (15) Business Days prior to the Water Quality Plan Review Meeting and prior to commencing water quality monitoring.
 - ◆ The method, rational, locations, frequency, triggers for initiating monitoring, parameters for testing, communications requirements, resources for the river, stream and discharge monitoring should be documented.
- (vii) 95% Draft Water Quality Monitoring Report.
 - ◆ The TM shall address any comments from the 60% review.
- (viii) Risk Register.
 - ◆ A draft Risk Register shall be submitted to the Consulting Contract Administrator, at least fifteen (15) Business Days prior to the Risks and Opportunities Identification Meeting.
 - ◆ The Risk Register shall be completed using the City template modifications to the template will require approval from the Consulting Contract Administrator.
 - ◆ This task can start at anytime followed by the 60% Draft Data Collection and Assessment TM submission.
 - ◆ The Risk Register template and structure shall be approved by the Consulting Contract Administrator prior to preparing a draft.
 - ◆ The Risk Register shall be included as part of the 95% Draft Water Quality Monitoring Report submission.
- (ix) Monthly Progress Reports.
 - ◆ Progress reporting shall be submitted to the City on a monthly basis, a minimum of two (2) Business Days prior to the Monthly Progress Meetings.

D6.2.4 Reporting shall be completed in a format consistent with the Consultant's WBS and be reconcilable with the accounting and invoicing system.

D6.2.5 Final Deliverables Submission Requirements.

- (a) Final Documents.
 - (i) Final documents shall address all comments from the 95% draft documents review.
 - (ii) Final approvals from the Consulting Contract Administrator shall be provided to ensure that all comments have been satisfactorily addressed prior to the Consultant printing paper copies.
 - (iii) Two (2) paper copies, with one (1) unbound and one (1) bound copy shall be submitted of all documents once finalized.
 - (iv) Searchable PDF copy and native file format document of all final documents shall be submitted.

D6.2.6 The Consultant shall provide, within sixty (60) Calendar days of the provision of the final Water Quality Monitoring Report, electronic copies of all supporting documents pertinent to the final deliverables such that the deliverables' outcome can be reproduced.

D6.2.7 The format of the deliverables and supporting documents should be provided in native file format.

D6.2.8 General Requirements for Meetings.

- (a) Various project meetings will be required throughout the Project in order to track the Consultant's progress, review the Project work plan, address Project issues and allow

for technical reviews with the City. The Consultant will be responsible for the coordination of all meetings and should clearly indicate the locations, number of meetings and proposed meeting schedule associated with meetings for each of the various tasks/work activities in their Proposal Submission.

- (b) An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
- (c) Meetings may be completed, through phone or video conference, remotely, or at the City's offices.

D6.2.9 Mandatory meetings listed below to be attended by the Consultant's Project Manager and any relevant Key Personnel at minimum.

- (a) Project Initiation Meeting
 - (i) This meeting will at minimum cover:
 - ◆ Project communications,
 - ◆ Milestone dates,
 - ◆ Risks and Opportunities,
 - ◆ Data collection, and
 - ◆ City guidelines, templates and process.
- (b) Monthly progress meetings
 - (i) These meetings will be completed by teleconference, throughout the Project duration.
- (c) Data Collection and Assessment Review Meetings
 - (i) 60% draft TM review meeting.
 - (ii) 95% draft TM review meeting.
- (d) Detailed Water Quality Monitoring Plan Meeting
 - (i) 95% draft TM review meeting.
- (e) Updated Water Quality Monitoring Protocol Meeting
 - (i) 95% draft TM review meeting.
- (f) Water Quality Monitoring Report Meetings
 - (i) 60% draft TM review meeting.
 - (ii) 95% draft TM review meeting.
- (g) Risks and Opportunities Identification Meeting

D6.2.10 The Consultant is to determine if additional meetings beyond the mandatory meetings listed above are required, they shall include these proposed meetings in their Proposal.

D6.3 Relevant Design Standards

D6.3.1 The following design standards shall be applicable to this project:

- (a) Modeling Guidelines: <https://legacy.winnipeg.ca/waterandwaste/dept/manual.stm>
- (b) The City's Project Management Manual: <https://winnipeg.ca/infrastructure/asset-management-program/templatesmanuals.stm#3>
- (c) The City's Project Management templates: <https://winnipeg.ca/infrastructure/asset-management-program/templatesmanuals.stm#5>

D6.3.2 The following design standards should be referenced where applicable to this project:

- (a) Water and Waste Department (WWD) Electrical Design Guide (Appendix D);
- (b) WWD Identification Standard (Appendix E);
- (c) WWD HMI Layout and Animation Plan (Appendix F);
- (d) WWD Wastewater Treatment Facilities Automation Design Guide (Appendix G);

- (i) These design requirements also apply to the collections system where relevant.
- (e) Winnipeg Sewage Treatment Program (WSTP) Electrical and Instrumentation Standardization Summary (Appendix H);
 - (i) The City of Winnipeg has standardized on specific electrical and automation manufacturers. The Consultant should use these standards when reviewing CSO chamber and where modifications are being recommended.
- (f) CAD and Geographic Information System (GIS) Standards and templates can be found here: https://winnipeg.ca/waterandwaste/dept/cad_gis.stm

D6.3.3 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 for any aspect of the City's standards, manuals, guidelines or templates which the Consultant is of the opinion is not consistent with good industry practice.

D6.4 Additional Work Allowance

D6.4.1 The general requirements for the Additional Work Allowance are as follows:

- (a) The Consultant shall include in the project schedule and Form P: Person Hours the hourly rates of all Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
- (b) If a member of the Consultant's Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D6.1.3.
- (c) The Consultant markups on work performed by a Subconsultant shall not exceed ten (10) percent.
- (d) Expenditures under the Additional Work Allowance must be authorized by the Consulting Contract Administrator.
- (e) The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Work intended is found to be more extensive than that provisioned by the Additional Work Allowance.

D6.5 Invoicing

D6.5.1 Fixed Fee scope of service items as described in B8.1, excluding Project Management, shall only be invoiced on a percent complete process.

- (a) A breakdown of the work tasks items is referenced in D7 where each phase will be used to measure the percentage complete.
- (b) Where tasks such as Project Management appear in more than one phase, the estimated level of effort shall be appropriately proportioned to the phase.
- (c) Invoice shall also contain a summary table of the task hours billed to date.

D6.5.2 Include the cost for the Risk Register and Public and Stakeholder Engagement within in the work item B8.1(b) Detailed Water Quality Monitoring Plan.

D6.5.3 Any Additional Work Allowance scope items are approved to be completed on an hourly basis utilizing Form B: Fees and Form P: Person Hours. The Consultant shall submit monthly invoices for that scope of work.

D7. SCOPE OF SERVICES

D7.1 The Services required under this Contract shall meet the clauses below and consist of collection, assessment and documentation of relevant water quality information including reviewing the City proposed monitoring plan to collect River, Stream and CSO discharge water quality samples. Finalising a detailed version of the River, Stream and CSO discharge water quality monitoring plan. Executing the monitoring plan including installation of 2 automatic

samplers, undertake sample collection when specific criteria are met, ensure samples are tested and assess and document the results meeting the Provincial December 2024 deadline.

D7.2 Data Collection and Assessment:

- D7.2.1** Information pertaining to data collection and its assessment shall be collected and documented in the Data Collection and Assessment TM.
- D7.2.2** The Data Collection and Assessment TM shall be delivered in three phases: 60% draft TM, 95% draft TM and Final Data Collection and Assessment TM.
- D7.2.3** Data should be collected, assessed and documented, any past limitations should be identified with recommendations on how to address.
- (a) Data collection and assessment work to meet the 60% draft TM should include review of:
 - (i) past City River, Stream and CSO discharge water quality monitoring projects;
 - (ii) Total nitrogen (TN) and Total phosphorus (TP) nutrient water quality modeling software, bacteria water quality monitoring software and include a recommendation for future water quality modelling;
 - (iii) automatic sampling instrumentation and include a recommendation for the proposed discharge sampling instrumentation, with cost and availability information;
 - ◆ any electronic equipment that is installed in the sewer system is required to be intrinsically safe.
 - (iv) available CSO chamber survey information and document any access issues, safety concerns, include images where necessary;
 - (v) review water quality parameters in Environment Act (EA) No. 3042, Manitoba Water Quality Standards Objectives and Guidelines (MWQSOG) regulations, past parameter collected and results;
 - (vi) City sewage treatment plant discharge flows and water quality existing and future performance; and;
 - (vii) the proposed River and Stream sampling locations for accessibility and safety.
 - (b) The following should be undertaken and also documented:
 - (i) Inspect the River and Stream monitoring locations in the City Proposed Water Quality Monitoring Plan document for accessibility, safety, include site risk assessments; and
 - (ii) Inspect the eight (8) identified CSO chamber locations in the City Proposed Water Quality Monitoring Plan document and document any access issues, safety concerns, include images where necessary.
 - (c) A cost for an independent lab to undertake the sample testing based on the parameters in the City Proposed Water Quality Monitoring plan. The cost should include:
 - (i) a cost for sample testing in 2023 and 2024; and;
 - (ii) an estimate of number of samples to be tested and the cost for additional sampling.
 - (d) Include a gaps analysis and identify any gaps for future inclusion in the monitoring protocol.
 - (e) Confirm the feasibility of collecting river and stream samples at the proposed locations or recommend alternative locations, a site risk assessment shall also be included for any alternative location identified.
- D7.2.4** Data collection and assessment work to meet the 95% draft TM should;
- (a) Identify if further CSO chamber surveys are required with justification.
 - (b) Apprise past results and review proposed water quality parameters, recommend any changes with rationale for inclusion/exclusion.

- (c) Provide a high-level commentary on any development or sewer capital improvements since the last discharge samples were collected that might impact overflow performance.
- (d) Include the proposed approach to compare river and stream TN, TP, and bacteria Pollutants of Concern (POC) against MWQSOG thresholds, include the proposed approach to evaluate potential changes in discharge sampling water quality on event mean concentrations.
- (e) Rank the eight (8) identified CSO chamber locations in the City Proposed Water Quality Monitoring Plan with regards to selection for installing automatic sampling to monitor discharges.

D7.2.5 Should any of the requirements of the 60% Draft Data Collection and Assessment TM as per D7.2.3 not be completed sufficiently at submission, the 60% Draft will be submitted back to the Consultant. The 60% Draft Review Meeting will be delayed until such time that a 60% Draft including all of the minimum requirements have been provided.

D7.2.6 Should any of the requirements of the 95% Draft Data Collection and Assessment TM as per D7.2.4 not be completed sufficiently at submission, the 60% Draft will be submitted back to the Consultant. The 95% Draft Review Meeting will be delayed until such time that a 95% Draft including all of the minimum requirements has been provided.

D7.3 Detailed Water Quality Monitoring Plan.

D7.3.1 The Detailed Water Quality Monitoring Plan TM shall be delivered in two phases; 95% draft TM and the Final Detailed Water Quality Monitoring Plan TM.

D7.3.2 Detailed Water Quality Monitoring Plan TM.

- (a) The 95% TM should document and confirm the following:
 - (i) the proposed river and stream sampling locations;
 - (ii) the proposed river and stream dry weather flow (DWF) and wet weather flow (WWF) sampling trigger approach;
 - ◆ the DWF trigger, communications and resources
 - ◆ the WWF trigger, communications and resources
 - (iii) CSO discharge sampling locations with the approach to triggering sampling at each location.
 - ◆ trigger to collect samples at each CSO location, communications chain – and resources.
 - (iv) confirm the water quality parameters to be tested;
 - (v) the City Environmental Standard Division should be identified for undertaking all the water quality sample testing;
 - (vi) an alternative independent lab should be identified to undertake the sample testing in the event the Environmental Standards Division can't undertake the sample testing; and;
 - (vii) all water quality test results shall be sent to the Consultant, the Consulting Contract Administrator and the Province (contact to be confirmed).

D7.4 Management and Execution of the Water Quality Monitoring.

D7.4.1 Management and execution of the water quality monitoring includes the following requirements.

- (b) Initiate water quality monitoring by May 2023, targeting data collection by end of October 2023.
- (c) Samples should be collected following the applicable triggers, ideally starting collection the following day or at least no more the 48 hours after the relevant triggers.
- (d) When samples are collected from automatic samplers, new vials should be put in place and the automatic sampler reset for the next event.

- (e) Update the City water quality monitoring protocol, the document referenced in D5.3(g).
- D7.4.2 The Water Quality Monitoring Protocol TM shall be delivered in two phases; 95% draft TM and the Final Detailed Water Quality Monitoring Plan TM.
- D7.5 River, Stream and CSO Discharge Water Quality Monitoring Report.
- D7.5.1 The River, Stream and CSO Discharge Water Quality Monitoring Report shall be delivered in three phases; the 60% draft TM, the 95% draft TM and the Final River, Stream and CSO Discharge Water Quality Monitoring Report.
- D7.5.2 Prepare a River, Stream and CSO Discharge Water Quality Monitoring Report to document the project and results. These minimum requirements apply:
- (a) The report should summarise the background City water quality monitoring and the latest monitoring work.
 - (i) Reference other documents as appropriate.
 - (b) The approach to the water quality monitoring should be summarised.
 - (c) The raw results should be tabulated and included in the main body of the report or appendix as appropriate.
 - (d) The results should be summarised and an analysis included.
 - (e) Results should be compared to 2002, 2014/2015 and research data and include commentary.
 - (f) Where further water quality modeling is required, the rationale should be provided and the approach and results documented.
 - (g) Where water quality modelling is required a TM is required and should be included in the appendix and summarised in the report. The requirements for the water quality modeling TM and ICM database will be determined by a change in scope of services utilising the additional allowance upon approval of the Consulting Contract Administrator.
- D7.6 Risk Register.
- D7.6.1 This work shall include:
- (a) All activities required to prepare the Risks and Opportunities Framework/Register.
 - (b) Completion of the Risks and Opportunities Identification Meeting with the Working Group.
- D7.7 The major components of the Work identified in PART D - Supplemental Conditions, shall form the minimum requirements and anticipated high level sequence of work. The Consultant is encouraged to review the major work components and provide additional information on how the work components could be altered, updated, or sequenced appropriately as part of their Proposal submission.
- D7.8 Unless otherwise stated, the document titled "Definition of Professional Consultant Services" and attached as Appendix C shall be applicable to the provision of Professional Engineering services for this Project.
- D7.9 Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to the information contained in this RFP.
- D7.10 Project Management.
- D7.10.1 This Scope of Services item shall include all Project Management activities required to carry out each of the phases of work to achieve the deliverable requirements. Work under this task will include but not limited to the following:
- (a) directing and coordinating efforts of the Consultant team to achieve the specific Project goals and objectives and to meet all City requirements;

- (b) providing advice, engineering services, consultation and oversight with respect to the Scope of Services;
 - (c) liaising with the Consulting Contract Administrator on a weekly basis (at a minimum) to provide Project status;
 - (d) The Consultant Project Manager will be required to provide Progress Reporting in order to track and measure schedule and cost performance for the Scope of Services.
- D7.10.2 All Project Management work is to be appropriately included in the fixed cost for the phases of work.
- D7.11 Monthly Progress Reports.
 - D7.11.1 Submit within two (2) weeks of award the proposed progress reporting format for City review and acceptance.
 - D7.11.2 Progress reporting shall follow submission requirements in D6.2.3(b)(ix).
 - D7.11.3 Progress reports will include the following minimum requirements:
 - (a) Scope of Services and log of any changes through the project;
 - (b) Financial Status; Budget and Billings, Earned Value Management, Change Management log and contingency management;
 - (c) Schedule Tracking; baseline and progress schedule, deliverable submission table with proposed dates and updated as needed;
 - (d) Quality Management;
 - (e) Issues Log; and
 - (f) Risks; high level risks summary and Risk Register (once developed).
- D7.12 Additional Work Allowance.
 - D7.12.1 The Additional Work Allowance is to be used for additional data collection, engineering, testing, public engagement, and design services that arise due to unforeseen conditions.
 - D7.12.2 When such unforeseen conditions arise, the Consultant will prepare a concise scope of work and cost proposal, following requirements as defined in D6.4, in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval.
 - D7.12.3 No work shall start prior to the approval stated in D6.4.1(d).
- D7.13 Cost Estimation.
 - (a) Basis of estimate (BOE) is to be used to produce any Association for the Advancement of Cost Engineering (AACE) Capital Cost estimates for any proposed CSO chamber modification/changes with allowances for design and contract administration. The BOE shall outline the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/add-ons, exclusion, exceptions, contingencies, and cost risks and opportunities.
- D7.14 The Services should 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.
- D7.15 The following shall apply to the Services:
 - (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>

- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D7.16 The funds available for this Contract are \$1,200,000.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The 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.

D8.1.1 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.

D8.1.2 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.

D9. UNFAIR LABOUR PRACTICES

D9.1 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.

D9.2 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.

D9.3 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.).

D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C14.

D9.5 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.

- D9.5.1 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.
- D9.5.2 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 clause D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 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.
- D11.2 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>

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 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) 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.
- D12.2.1 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.
- D12.3 The policies required in D12.2(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.
- D12.4 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 D12.2(a) and D12.2(b).
- D12.5 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 D12.2(a) and D12.2(c).
- D12.6 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 D12.9.
- D12.7 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.
- D12.8 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.
- D12.9 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D10;
 - (ii) the Safe Work Plan specified in D11; and

- (iii) evidence of the insurance specified in D12.
- (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 D18.1

D13.3 The City intends to award this Contract by first quarter of 2023.

D14. CRITICAL STAGES

D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) The 60% draft Data collections TM needs to be submitted prior commencing water quality monitoring.
- (b) The 95% draft Detailed Water Quality Monitoring Plan TM review meeting needs to be undertaken prior commencing water quality monitoring.
- (c) Water quality monitoring automated samplers and resources need to be in a position to commence in May 2023 weather permitting.
- (d) Finalise the River, Stream and CSO Discharge Water Quality Monitoring Report prior to the December 2024 deadline.

D14.2 The Consultant may suggest alternative critical stages within the Proposal, but must also provide reasoning for this based on their understanding of the Scope of Services. The Consultant Contract Administrator may accept deviations from these critical stages if sufficient reasoning is provided.

D15. COVID-19 SCHEDULE DELAYS

D15.1 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.

D15.2 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.

D15.3 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.

D15.4 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 D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D15.5 The [Services](#) schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.

D15.6 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.

D16. PUBLIC ENGAGEMENT

D16.1 The Consultant shall work collaboratively with the Office of Public Engagement.

- D16.2 The Consultant shall include an allowance for hosting up to two (2) public engagement planning meetings with the project team.
- D16.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- D16.3.1 All public materials must be posted online two (2) weeks prior to an in-person event.
- D16.3.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D16.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D16.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

Public & Stakeholder Engagement Deliverables

- D16.5 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:
- (a) a public engagement strategy that clearly identifies:
 - (i) the public's role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
 - (b) event(s) and engagement opportunities;
 - (c) summaries corresponding to engagement phases; and
 - (d) a final public engagement report.

Public & Stakeholder Engagement Expectations

- D16.6 An appropriate level of public and stakeholder engagement or communication shall be planned based on the project their role in the decision-making process.
- D16.7 The public and stakeholder engagement shall be developed with coordination with the Consulting Contract Administrator.

Public & Stakeholder Engagement Outcomes

- D16.8 The execution of the public engagement plan will result in reaching the following objectives:
- (a) participants and the general public have an understanding of the City's current systems and processes;
 - (b) participants input in response to terms of reference are collected and considered; and
 - (c) participants understand how their input was considered and incorporated (where possible) into the project.

MEASUREMENT AND PAYMENT

D17. INVOICES

D17.1 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

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 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

D19. DISPUTE RESOLUTION

D19.1 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 D19.

D19.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 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 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.

D19.4 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.
- D19.4.1 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.
- D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.4.3 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.
- D19.4.4 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 D19.4.3, 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

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 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.
- D20.2 Further to D20.1, in the event that the obligations in D20 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.
- D20.3 For the purposes of D20:
- (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.
- D20.4 Modified Insurance Requirements
- D20.4.1 If not already required under the insurance requirements identified in D12, 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.

- D20.4.2 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.
- D20.4.3 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.
- D20.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D20.5 Indemnification By Consultant
- D20.5.1 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.
- D20.5.2 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.
- D20.6 Records Retention and Audits
- D20.6.1 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.
- D20.6.2 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 D20.6.1 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.
- D20.7 Other Obligations

- D20.7.1 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.
- D20.7.2 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.
- D20.7.3 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.
- D20.7.4 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.
- D20.7.5 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.
- D20.7.6 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 – NON-DISCLOSURE AGREEMENT

APPENDIX B – PROPOSED MONITORING LOCATIONS PLAN MAP

APPENDIX C – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

APPENDIX D – ELECTRICAL DESIGN GUIDE

APPENDIX E - IDENTIFICATION STANDARD

APPENDIX F – HMI LAYOUT AND ANIMATION PLAN

APPENDIX G – AUTOMATION DESIGN GUIDE

APPENDIX H – E&I STANDARDIZATION SUMMARY