



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 663-2023**

**PROFESSIONAL CONSULTING SERVICES FOR JESSIE FLOOD PUMPING  
STATION (FPS) UPGRADES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR JESSIE FLOOD PUMPING STATION (FPS) UPGRADES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 11<sup>th</sup>, 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. SITE INVESTIGATION**

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the Jessie Flood Pumping Station located at 413 Mulvey Avenue East on:

(a) August 31<sup>st</sup>, 2023 at 9.00 am.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Consulting Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.5 Confined Space Entry Training will be required for investigation of any areas designated as a Confined Space within the Flood Pumping Station.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

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

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

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

## **B6. ADDENDA**

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

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

B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

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

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

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

## **B7. PROPOSAL SUBMISSION**

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

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

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

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

- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

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

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

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

**B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D3 Scope of Services.

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

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

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

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

B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

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

B10.1 Proposals should include:

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

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager;
- (b) electrical lead engineer;
- (c) automation lead engineer;
- (d) mechanical/HVAC lead engineer;
- (e) structural lead engineer.

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

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

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

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

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

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D3.

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

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project budget;
- (d) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (e) any other issue that conveys your team's understanding of the Project requirements.

- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D3 Scope of Services.
- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

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

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B14. DISCLOSURE**

- B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:
- B14.3 The Persons are:
- (a) KGS Group Inc.
  - (b) SNC Lavalin Inc.
- B14.4 Additional Material:
- (a) 2006 Flood Pumping Station Condition Assessment was completed by KGS in 2006
  - (b) Arc Flash Studies were completed for the Jessie FPS by SNC Lavalin in 2011

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

- B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:

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

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

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

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

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

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

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

## **B16. QUALIFICATION**

**B16.1** The Proponent shall:

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

- Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D9).
- B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

## **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

## **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B20. INTERVIEWS**

B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

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

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
- (c) Fees; (Section B) 30%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 5%

- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.2.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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

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

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

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at their discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 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 D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.9 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](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:  
Mr. Jurgen Friesen, C.E.T.  
Project Coordinator  
Water and Waste Department  
Design and Construction Branch  
Telephone No. 204 986-8063  
Email Address: jfriesen@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. SCOPE OF SERVICES

D3.1 The Services required under this Contract shall consist of providing preliminary design, detailed design, tendering and contract administration services including resident and non-resident services for work to upgrade the Jessie Flood Pumping Station and in accordance with the following:

- (a) Preliminary Design;
  - (i) Schematic Design/Program of Requirements completion;
- (b) Detailed Design and Specification Development;
  - (i) Contract Document Preparation;
  - (ii) Procurement Process;
- (c) Contract Administration;
  - (i) Non -Resident Services
  - (ii) Resident Services; and
- (d) Project Closeout.

D3.1.1 The Services required under D3.1, shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D3.2 The funds available for this Contract are approximately \$200,000.00

D3.3 The following upgrades are required for the Jessie FPS:

- (a) Electrical and Automation/Instrumentation
  - (i) Replace all existing electrical equipment including but not limited to: CSTE, service entrance equipment, electrical distribution panels, switchgear, circuit breakers, control panels and motor starters.

- (ii) Coordinate with Manitoba Hydro to review and update if required existing facility power supply from Manitoba Hydro for new construction including renewing service conduit/overheads/transformers to the Station.
  - (iii) Evaluate existing condition of transformer to determine compliance to current codes. New switchgear upstream of Transformer to provide disconnect from Utility Power.
  - (iv) Replace Remote Terminal Unit with Programmable Logic Controller (PLC) Control Panel. New PLC shall be Schneider Electric M580 as standardized by the City (RFP 756-2013). New PLC shall be complete in a floor mounted enclosure with an HMI touch control screen.
  - (v) Replace Level Sensors and Transmitters. The station contains a CSO panel with CSO instrument signals that will be reused and are currently tied into the existing RTU Panel. The Consultant shall design the station upgrades such that the CSO panel, CSO instruments signals and RTU Panel remain operational at all times during construction activities so they can be monitored by SCADA. Once the CSO signals have been transferred to new PLC Control Panel, the existing RTU Panel can be demolished. Consultant shall provide loop diagram(s) to connect CSO signals into new PLC Control Panel.
  - (vi) Install and integrate a Motor Control Centre(s) and remove existing resistance typed reduced voltage starters. New MCC(s) shall sit on housekeeping pad(s) and be Schneider Electric as standardized by the City (RFP 756-2013). New Main MCC shall be complete with service entrance rated LSI main breaker.
  - (vii) Replacement of electrical distribution system including but not limited to new cabling and wiring, new interior and exterior lighting, wall receptacles in the Station. New outdoor lighting shall include a stand-alone control panel, operate automatically on a photocell, operate manually and include a 0-10V dimming controller that allows for manual adjustment. Emergency lighting control circuits shall be provided such that any loss of power to station area lights activates the emergency lighting. Emergency lighting status shall be provided as an input to the PLC Control Panel for remote monitoring.
  - (viii) Replace the CSTE with a new CSTE complete with service entrance rated LSI main breaker and remote metering cabinet. Provide a minimum of three (3) ground rods and ground grid to ground CSTE along with new electrical equipment inside the station. Note that new metering transformers will be provided by Manitoba Hydro.
  - (ix) New temperature transmitters (4-20 mA) shall be installed in flood station motor room and dry well. Transmitters will be required to be tied into new PLC control panel for remote monitoring.
- (b) Mechanical
- (i) Main floor HVAC and cooling fan system replacement.
  - (ii) Drywell ventilation system upgrades.
  - (iii) New 600V unit heaters on main floor and in drywell.
  - (iv) All New heating loads and fans shall operate on 600V, 3-Phase, 60 Hertz.
  - (v) New seal water piping, valves, solenoids and associated appurtenances.
- (c) Building and Substructure
- (i) Building and architectural modifications and changes to incorporate any required electrical and mechanical upgrades.
  - (ii) Insulation of the main floor and ceiling/roof of Jessie FPS.
  - (iii) Asses the station roof for any leaks and upgrade as required to prevent the ingress of water.
  - (iv) Exterior and interior building and wall repairs as required.
  - (v) Replacement of the stairs/ladders/railings in drywell and wet well as required.
  - (vi) Insulation of thermal barrier over existing foam plastic in drywell.
  - (vii) New entry door and frame.

- (viii) New access platforms for accessing pumps shaft guide bearings, hatches, guardrails and handrails.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) **“CSO”** means Combined Sewer Outfall;
- (b) **“CSTE”** means Customer Service Termination End;
- (c) **“Department”** means City of Winnipeg Water and Waste Department;
- (d) **“FPS”** means Flood Pumping Station;
- (e) **“HVAC”** means Heating, Ventilation, and Air Conditioning;
- (f) **“I/O”** means Input / Output;
- (g) **“MCC”** means Motor Control Centre;
- (h) **“O&M”** means Operations & Maintenance;
- (i) **“PLC”** means Program Logic Controller;
- (j) **“RTU”** means Remote Terminal Unit;
- (k) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
- (l) **“TVSS”** means Transient Voltage Surge Suppressor.

#### **D5. PRE-DESIGN ENGINEERING**

- (a) Investigate the facility to collect any additional and current data regarding the electrical distribution, instrumentation, mechanical and process equipment, nameplate, layout, heating and ventilation requirements, structural modifications, architectural and civil context, and existing protection systems.
- (b) Review of existing Jessie FPS documents and drawings.
- (c) Test to determine if lead paint and/or asbestos is present in the FPS, and if present, develop procedures for working around and safe handling of these materials.
- (d) Electrical and Automation/Instrumentation
  - (i) Submission of a preliminary design that addresses all major components and requirements necessary to design a fully functional system that meets applicable codes, City of Winnipeg technical standards and operational requirements.
  - (ii) A preliminary electrical site plan, single line diagrams and area electrical plans identifying all major equipment and building service loads and requirements shall be developed.
  - (iii) Review existing service entrance and distribution requirements to receive power supply from Manitoba Hydro and recommend required upgrades including renewing service conduit to the Station.
  - (iv) Other electrical requirements such as plant light, low voltage power distribution, security system, telephone/communication system, HVAC power, RTU, level sensors, detection and alarm systems, etc. shall be identified on electrical plans.
  - (v) Temporary Power might be required during construction to maintain and keep operational lift Station pumps. Standby power requirements for critical operations shall also be assessed and identified. Standby power requirements shall be based on a medium risk category with portable generator provision.
  - (vi) Associated specifications shall be provided as required to convey quality information.

- (vii) Preliminary area process and instrumentation drawings (P & ID) together with a preliminary process control narrative for the Project shall be provided.
  - (viii) A preliminary instrument list defining all process sensing equipment including level, flow, pressure and on-line monitoring instrumentation shall be provided.
  - (ix) Associated specifications shall be provided as required to convey quality information.
- (e) Mechanical
- (i) Prepare mechanical drawings sections and memos to convey preliminary design intent for discussion about mechanical systems to be included in FPS upgrades.
  - (ii) Heating and ventilation design layouts and criteria including a schedule of equipment shall be prepared to convey the requirements.
  - (iii) Associated specifications shall be provided as required to convey quality information.
- (f) Building and Site and Substructure
- (i) Based on process and operational requirements and equipment layout, the design of new rooms envelopes and interior details might be required to be developed.
  - (ii) The drawings shall provide preliminary architectural and layout plans. The drawings shall show building elevations and typical wall details.
  - (iii) Prepare condition assessment of interior and exterior walls of the buildings and identify sections that need repair or replacement.
  - (iv) Prepare condition assessment and recommendations for the station roof along with building exterior walls and upgrade as required to prevent ingress of water into the station.
  - (v) Associated specifications shall be provided as required to convey quality information.
- (g) Develop a clearly defined functional design based upon the Water and Waste Departments requirements, as defined by above the project quality, scope, budget, and schedule will also be confirmed and refined. A Class three (3) estimate to be prepared once the preliminary design has been agreed upon between the overall design team.
- (h) During the pre-design phase, the project program will be reviewed in detail and alternative design solutions discussed, thereby providing a reasonable basis for developing a cost analysis of the project. Based on a mutually agreed-upon project quality, scope, budget, and schedule between the Water and Waste Department, Design Consultant, and Capital Planning and Project Management, pre-design documents will be drafted for review.

## **D6. DETAILED DESIGN AND SPECIFICATION DEVELOPMENT**

### **D6.1 Engineering**

- (a) Detailed engineering design and preparation of drawings and specifications for the construction of works as per conclusions and recommendations agreed upon in the D5–Pre–Design Engineering Services. Work to be completed as recommended in D5 Pre–Design Engineering Services and in accordance with City of Winnipeg - Water & Waste Department standards.
- (b) Electrical/Automation and Instrumentation Engineering
  - (i) This section identifies certain specific Consultant Service requirements associated with electrical, automation and instrumentation work and is not intended as a limit to the overall general requirements for related consultant services.
  - (ii) Detailed Design will be required for the following components:
    - a) Shall involve design of all new pumping station electrical distribution, including but not limited to: service entrance switchgear, electrical panels, control panels, circuit breakers, motor starters, distribution panels, transformers, CSTE, disconnect switchgear, uninterruptible power supplies, interior and exterior lighting, interior and exterior receptacles, cables and wiring and all associated

- components. existing CSO Panel along with existing CSO instruments will remain and be reused as part of the station upgrades.
- b) Replace Remote Terminal Unit with new Programmable Logic Controller (PLC) Control Panel.
  - c) New Level Sensors and Transmitters. The wet well will require a level float switch(es) along with a level transmitter. The dry well will require a level float switch(es). All level instruments shall be connected into the PLC control panel. For the level transmitter, connect auxiliary relays into pump control circuits. The existing level control system shall be demolished.
  - d) Provide new level float switch(es) for weir overflow alarms for chamber to flood wet well. Connect new weir level switches into new PLC control panel. Reuse all other existing CSO transmitters and tie into new PLC control panel.
  - e) New switchgear and disconnect equipment upstream of existing Transformer to isolate transformer from Utility power.
  - f) New service entrance rated CSTE complete with remote enclosure for metering along with a main LSI type breaker. The power feed to the CSTE will require coordination by the Consultant and Manitoba Hydro.
  - g) New Motor Control Centre(s) (MCC). Include the following:
    - Service entrance rated main breaker complete with adjustable Long, Short and Instantaneous (LSI) settings. Main breaker shall be in a service entrance compartment and have a kirk key interlock installed.
    - digital power metering and connected into PLC Control Panel.
    - Provide for the installation of a Transient Voltage Surge Suppressor (TVSS) with signal tied into the new PLC Control Panel.
    - Provide for the installation of a power fail relay with automatic reset and tie into the new PLC Control Panel.
    - Pump motor starters complete with soft starts, by-pass contactors and isolation contactors. Note that isolation contractors are required to only be closed when flood pumps are called to run. Flood pump starters also require interval timing relay controls such that only one (1) flood pump can be started at any time with a minimum of ten (10) seconds before another flood pump can start up. Each flood pump shall have the following signals sent to the PLC control panel for remote monitoring: Pump Ready, Pump Running, Pump Fault, Auto mode and Manual mode, An emergency stop button shall be provided for each flood pump on the MCC, adjacent to each flood motor and adjacent to each flood pump in the dry well.
    - Provide a breaker for a temporary generator hookup. The breaker shall be 200A and be kirk key interlocked with main breaker.
    - Provide across-the-line starter for HVAC cooling fan along with HVAC fans. Each fan shall have the following signals sent to the PLC control panel for remote monitoring: Fan Running, Fan Fault.
    - Provide a breaker for the 120/240V transformer.
    - Provide separate breakers for each electric heating load (unit heater, duct heater etc.).
  - h) Provide documents for motor testing and refurbishment to be performed on all three (3) flood motors.
  - i) New battery sourced emergency lighting system for the Station's interior. There shall be one (1) central assessable battery bank that powers all the emergency lighting. A new control panel with test and normal mode selector switch shall be designed such that emergency lights come on when in test mode or in normal mode and power is lost to motor room, dry well or wet well.
  - j) All electrical, automation and instrumentation design must be designed to operate and integrate with existing components, i.e. Scada Systems, pumps, etc. in the respective FPS.

- k) Provide details regarding the type and configuration of the ventilation controls, independent of any PLC controls and tied into PLC Control Panel for remote monitoring. At this time, it is anticipated that the ventilation controls will be integrated with the pump controls. Unless otherwise approved by the City, all ventilation dampers are required to have motorized actuators with status signals tied into the PLC control panel. All motorized dampers shall be shown in motor connection diagrams (if connected into MCC controls) or provided as a loop diagram.
  - l) Design the means to determine Station occupancy, such as consideration to integrate ventilation system with facility light switch(es).
  - m) Provide a new Arc Flash Study for all new station electrical.
    - Arc Flash study to be completed using SKM software. SKM library files and single line drawings to be submitted to the City.
    - Arc flash energies to be kept as low as reasonable attainable.
    - Provide arc flash labels for all electrical equipment based upon the Arc Flash study, revised to as-constructed. Arc Flash labels are to be consistent with City Standards and are to be submitted to the City for review before printing.
    - Provide a sealed arc flash report in Microsoft Word and digital format including equipment incident energy, coordination of protective devices with time current curves (TCCs) along with equipment short-circuit duty results.
  - n) Concrete housekeeping pads for all required electrical equipment mounted on the floor.
  - o) Lighting (interior and exterior) with exterior lighting to be controlled by a 0-10V dimming controller for manual adjustment of light output, Lighting shall be LED type and be provided in motor room, dry well and wet well (explosion proof).
  - p) Provide new grounding within the station to meet CEC requirements along with good practice.
  - q) All electrical code requirements shall be satisfied.
- (iii) Automation
- a) Evaluate existing automation, controls and communications requirements, and design new automation, controls and communications for new PLC.
  - b) The PLC shall be a Schneider M580 PLC with DNP3 capability and programmed using the Unity Pro software package. The Consultant shall design the PLC system with NOR cards for wireless and wired (PSTN) communications to SCADA operators.
  - c) With the exception of a 120V power source to the 24VDC power supply, all voltages within the PLC control panel to be restricted to 24VDC. Panel to have a UPS capable for supplying power to the panel for a minimum of four (4) hours.
  - d) Control logic to conform to standard City of Winnipeg WWS Collections practice for pump and HVAC controls.
  - e) Station to be capable of automated operation independent from PLC via the Level Transmitter. On PLC mode, the PLC will control the flood pumps, on Local mode, the level transmitter will control the flood pumps. The PLC system shall be designed such that the controls fail to Local mode if there is an issue with the PLC.
  - f) Analog motor current signals for flood pumps shall be brought to the PLC as analog inputs.
  - g) All HVAC fans shall include a low motor current discrete or analog signal sent to the PLC Control Panel for monitoring. These signals should generate an alarm on the PLC for each fan to represent that there is an issue with the fan belt.
  - h) The Consultant shall prepare and submit an Input/output (I/O) DNP3 Mapping List for City review including all PLC point locations and any internal PLC

- (software) generated alarms. DNP3 mapping lists shall include discrete 0 and 1 states, analog ranges along with I/O type (i.e. DI – 24 VDC Wet, DO – 24 VDC Wet, AI – 4-20 mA, AI – 0-10V).
- i) HVAC shall have its own stand-alone controller system separate from the PLC control. All HVAC controls (except for cooling fan) shall tie into a stand-alone wall mount enclosure. Provide details regarding the type and configuration of the ventilation controls. At this time, it is anticipated that the ventilation controls will be integrated with the MCC controls.
  - j) PLC register and DNP3 assignment table to be provided to City for acceptance.
  - k) Determine wireless data connection and backup land line requirements, suitable for data transmission (City to supply wireless modem).
  - l) Analog signal isolators and Intrinsically Safe barriers (for all instruments located in Hazardous areas), to be utilized in conformance with City of Winnipeg WWS Collections PLC practices.
  - m) Prepare in the design for 600 Volt and 120 Volt power fail monitoring inputs with automatic reset (i.e. no manual push buttons for power fail reset will be allowed).
  - n) Provide control narrative for the contractor to program the PLC and set up communication. The Consultant will be responsible for this and will need to submit to the Department during the design review process. Control narrative shall include operation by HMI touchscreen. The final control narrative shall be provided in a report format and sealed by an Engineer.
  - o) The Consultant shall prepare and submit an Instrument List for City review referencing instrument tag, description, location, mounting type, the applicable specification sections along with drawings (plan, P&ID and connection diagram) that each instrument can be found on. Include any existing instruments that will be reused such as CSO instruments.
  - p) Provision for a local Human Machine Interface (HMI) touchscreen. The HMI touchscreen shall include the following individual windows, Operations (showing Wet Well level and lift pump status), HVAC Status (including all fans and damper statuses), Pump Details, Pump Trends along with Alarms Table.
- (iv) Engineering requirements and deliverables as per the “Engineering Design Team Responsibilities “ specified in Appendix C –“The City of Winnipeg; Water and Waste Department – Electrical Design Guide”.
  - (v) Engineering requirements and deliverables as per the “Engineering Design Team Responsibilities “ specified in Appendix E –“The City of Winnipeg; Water and Waste Department – Automation Design Guide”.
  - (vi) Engineering requirements as per the “The City of Winnipeg; Water and Waste Department – Identification Standard”.
  - (vii) All electrical code requirements to be satisfied.
- (c) Mechanical
- (i) Design will be required for the following components:
    - a) Conduct a Schematic Design Study to determine requirements for an adequate ventilation system.
    - b) New main floor HVAC system upgrades. Provide heat supplied air to the main floor and design ducting as required. Design dampers with electric actuators on the outdoor air, return and exhaust ducts. Damper status signals shall be designed to be sent to the PLC control panel.
    - c) New drywell ventilation system upgrades. Provide heated supplied air to the dry well and design ducting and relief dampers as required.
    - d) New facility 600V unit heaters for main floor and drywell.
    - e) Provide a cooling fan complete with ON/OFF intake and exhaust dampers to remove excess heat generated from motor starters and VFDs. Dampers shall automatically open before cooling fan can run. Tie into fan statuses along with separate dampers fail to open alarms to PLC Control Panel.

- f) All heating loads and fans shall be rated for 600V, 3-Phase, 60 Hertz.
  - g) All supply ducts shall have an electric duct heater to prevent any cold outdoor air being supplied into each station area (motor room, dry well).
  - h) Provide a P&ID diagram of the proposed ventilation system and associated controls for the existing building. Airflow requirements for each room in the Station must be included.
- (ii) Design to meet the six (6) Air Exchanges for main floor ventilation and drywell ventilation.
  - (iii) The HVAC system should incorporate 75% recirculated air when unoccupied and 100% fresh air when occupied utilizing modulated 0-10V dampers. HVAC control shall be accomplished by standalone HVAC controllers. Electric heat is favoured over gas by the Department.
  - (iv) Heating and Ventilation designed to maintain 15 C when unoccupied and 20 C when occupied.
  - (v) All building codes to be satisfied.
  - (vi) Design the Station occupancy, by integrating the ventilation system with facility light switches. If the dry well has a separate ventilation system, integrate dry well ventilation with dry well light switch.
  - (vii) Design for replacement of all piping for seal water valving, solenoids, and associated appurtenances. Design to include design for relocation of backwater prevention device and water meter on main floor of building.
  - (viii) Replace dry well sump pump and associated piping to the wet well. Sump pump shall be rated for 120V, 1-Phase, 60 Hertz.
- (d) Building and Substructure
- (i) Design will be required for the following components:
    - a) Insulate main floor and ceiling/roof of building.
    - b) Exterior and interior building brick repairs as required. Masonry wall repair with flashing and trim.
    - c) Installation of a thermal barrier over existing foam plastic in drywell.
    - d) Replacement of stairs, ladders and railings in drywell and wet well.
    - e) New roof with associated hatches.
    - f) New access platforms, handrails, guardrails and hatches.
  - (ii) Structural design of all components will be done according to the latest editions of NBC 2015 and latest CSA design codes.
  - (iii) All building codes to be satisfied.

## D6.2 General

- (a) Design services submissions:
- (i) Allow for a minimum two (2) week review of each submission for review by City staff.
  - (ii) The Consultant shall ensure all equipment, instrument and PLC signal tags meet the City of Winnipeg Identification Standard.
  - (iii) Prepare a preliminary design submission complete with planned drawing list (with drawing numbers and titles), instrument list (with instrument tags and locations) and high-level drawings (single-line, plans, P&IDs).
  - (iv) Prepare a 66% design submission complete with drawings, specifications, instrument list, I/O DNP3 mapping list, control narrative and Class 2 estimate.
  - (v) Prepare a 99% design submission complete with drawings, specifications, instrument list, I/O DNP3 mapping list, control narrative, all HVAC controllers & soft starter setting letters along with Class 1 estimate. The 99% submission shall also include a shop drawing submittal list indicating all shop drawings that the Contractor will be required to submit. The shop drawing submittal list shall include relevant discipline (structural, mechanical, electrical, automation,

- process, etc.), description of the shop drawing (i.e. CSTE, MCCs, unit heaters, etc.) along with relevant specification section.
- (b) Any new HVAC equipment, HVAC ducting, electrical cabling, instruments, etc. shall not interfere with future flood pump removal. Station shall be designed such that no temporary disconnections of HVAC / electrical system are needed to remove flood motors along with flood pumps.
  - (c) In the Event that the Pump Station will be required to be Shut-down for some unknown reason, development of temporary by-pass pumping operations specifications will be required. The construction tender will include a requirement for the Contractor to submit details regarding how they plan to bypass the Jessie FPS if required. These details will be used to prepare an Operational Shutdown Summary (OSS) as per below:
    - (i) The Consultant will be required to submit an OSS to WWD at least ten (10) working days prior to the Jessie FPS being shut down or taken offline. The Consultant will complete the OSS using information provided by the Contractor for their construction activities. The Jessie FPS will not be taken offline until the OSS has been approved by WWD.
  - (d) All required technical specifications complete with Form B: Unit Prices, to be included with the Tender's documents and construction drawings package.
  - (e) A pre-tender Class 1 estimate must be provided to the Department's contact person for review at least fifteen (15) calendar days prior to tendering. The project shall not be tendered without this review.
  - (f) Construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- D6.3 Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered
- D6.4 Procurement
- (a) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Tender documents.
  - (b) Review Bid submissions for completeness and prepare Bid submission tabulation.
  - (c) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
    - (i) To establish that the Contractor has received all addenda.
    - (ii) To ascertain that the Contractor understands the scope of work in the Tender.
    - (iii) To determine that the Contractor is capable of meeting the obligations of the detailed in the Tender.
    - (iv) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
    - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
  - (d) Preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost.
  - (e) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.
  - (f) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the Station can be put into active service.

## D6.5 Construction Drawings and Documents

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.
- (b) Construction Drawings and Documents are to be prepared by the Consultant and will be included by the Tender Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period. All construction drawings and documents shall be sealed prior to tendering.
- (c) Two (2) tenders are required to be produced by the Consultant. One (1) tender will be for long lead time items (MCCs, PLC Control Panel) and one (1) tender will be for construction work.
- (d) The Department's contact person will provide drawing numbers for the construction drawings prepared by the Consultant.
- (e) The following General Construction Drawings and Documents will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
  - (i) Cover sheet showing station location.
  - (ii) Drawing index.
  - (iii) Shop drawing submittal list.
  - (iv) Commissioning forms for HVAC, electrical and automation equipment.
- (b) The following Structural Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
  - (i) Structural Demolitions plans and details.
  - (ii) Structural plans and details. Include all concrete slabs to be cut for HVAC / electrical equipment.
  - (iii) Structural / architectural details for station roof and exterior walls.
  - (iv) Structural stairs / ladder system for accessing dry well along with section views.
  - (v) MCC housekeeping pad details.
  - (vi) Structural specification sections as required.
- (c) The following Mechanical Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
  - (i) Mechanical demolition plans
  - (ii) Mechanical plans, elevations including mechanical ventilation design details.
  - (iii) Seal water piping details.
  - (iv) Mechanical schedules (dampers, louvers, heaters, fans, fire extinguishers, etc.) including power requirements for equipment.
  - (v) Mechanical specification sections as required.
- (d) The following Electrical Construction Drawings and Documents will be required to be produced by the Consultant along with reviewed by the City prior to the project going to Tender:
  - (i) Electrical demolition plan and single line
  - (ii) Single line diagram complete with breaker settings table. Single line diagram shall also be labelled for MCC bucket locations.
  - (iii) Hazardous location plan.
  - (iv) Grounding installation details
  - (v) Electrical station plan layout showing all electrical instruments, lighting, receptacles, motors and HVAC loads. All lighting and receptacles shall show circuit numbers.
  - (vi) Electrical site plan showing station location, City property lines, any underground utilities (gas, hydro, water, etc.), roads adjacent to the station, red river, gate chambers, man holes and CSO instruments.
  - (vii) Motor Control Centre(s) elevation details including showing where all pilot devices (lights, push buttons, emergency stops, analog meters, etc.) are located, legend

- along with lamacoid schedule. Drawing shall also include three-line wiring for power meter, TVSS and power failure relay.
- (viii) Panel and luminaire schedules.
  - (ix) Outdoor lighting and emergency lighting control panel arrangement and details, including section views, control schematics and bill of materials.
  - (x) Outdoor temporary generator hookup arrangement and bill of materials.
  - (xi) Separate motor schematics for each motor/pump. All motor schematic branches shall be clearly labelled to indicate what the branch control does. All signals tying into the PLC shall be clearly shown.
  - (xii) Separate motor connection diagrams clearly showing all control field wires for electrical instruments and PLC control panel. For HVAC equipment, it is acceptable to include cable connection details on the motor schematics.
  - (xiii) Separate Setting Letters for each soft starter.
  - (xiv) Electrical specification sections as required.
- (e) The following Automation Construction Drawings and Documents will be required to be produced by the Consultant along with reviewed by the City prior to the project going to Tender:
- (i) Automation plan drawing showing all automation instruments
  - (ii) PLC control panel arrangement and bill of materials.
  - (iii) PLC power distribution schematic.
  - (iv) PLC networking block diagram.
  - (v) Separate PLC card schematic drawings for each PLC card is required including showing terminal connection points. All signals shall terminate on terminal blocks with pre-manufactured cabling connecting to the PLC cards.
  - (vi) Pump control schematic clearly showing PLC and Local modes of operation. The automatic pump control operation shall automatically switch to local mode when the PLC fails. Local mode pump control is done directly by relays on the level controller, PLC mode pump control is done through the PLC discrete output card.
  - (vii) HVAC control panel arrangement and bill of materials.
  - (viii) HVAC control panel power distribution schematic.
  - (ix) Intrinsically safe junction box arrangement and bill of materials.
  - (x) Separate loop diagrams for each instrument. For instruments that utilize common controls such as dampers, it is acceptable to include on the same loop diagram. For each loop diagram include instrument tags, station locations where instrument is located (i.e. Wet Well, Dry Well, Motor Room, etc.), instrument power, setpoints, instrument states (energized & de-energized) along with alarm conditions shall be specified on loop diagrams.
  - (xi) CSO Panel instrument signals tying into PLC control panel loop diagram.
  - (xii) Control Narrative in report format for programming of the PLC. Control narrative shall include legend, key operating parameters (elevations), information to include on graphics windows, trending details, constants (variables), physical alarms, separate pump control sections, all input points, software alarms (with timers), all signal statuses (energized and de-energized states).
  - (xiii) Instrument List including reference to specification section and drawing(s).
  - (xiv) Input / Output DNP3 List including internal PLC generated signals including terminal numbers and DNP3 addresses.
  - (xv) Separate Setting Letters for each HVAC Controller.
  - (xvi) Automation specification sections as required.
- (f) The following Process Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
- (i) Mechanical HVAC Flow P&ID (including legend, temperature instruments, HVAC control instruments that control ventilation, heaters, thermostats, fans, dampers).

- (ii) Flood Pumping P&ID (including legend, pump duty setpoints, key elevations, level instruments, flood pump signals & controls, seal water systems PLC & local mode, station enabled)
- (iii) Process specification sections as required.

## **D7. CONTRACT ADMINISTRATION**

### **D7.1 Non-Resident Services**

- (a) Personnel with demonstrated experience in the design and contract administration of the electrical, heating and ventilation, structural, mechanical, and civil components of the Works are to be assigned to this project.
- (b) Consultation with and advice to the Department during the course of construction.
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (e) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (g) Submit monthly contract progress estimates to be processed in a timely fashion in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (h) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (i) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator (Contract Administrator).
- (j) Submit to the Department, prior to construction, a report documenting written and photographic records of, and assessments of the physical condition of adjacent buildings, facilities, surface conditions and other infrastructure sufficient to equip the Contract Administrator to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law or by any other party thereto arising from the project.
- (k) Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.
- (l) Billings are to be adjusted to indicate the 2% of the actual construction value holdback until as-constructed drawings have been submitted. Invoices submitted without this breakdown will be returned.
- (m) Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.
- (n) Assist the Contractor in obtaining applicable building permits (including electrical, mechanical, structural, etc.).

### **D7.2 Resident Services**

- (a) Personnel with demonstrated experience in the design and contract administration of the electrical, ventilation, structural, mechanical, and civil components of the Works are to be assigned to this project.
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Building Code requirements and Departmental standards.
- (c) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's contact person. Starting in January 2023, weekly construction meetings (held via Microsoft Teams) shall be arranged until end of March 2023. All other construction meetings outside of January – March 2023 shall be arranged to be biweekly (held via Microsoft Teams).
- (d) Minutes of all site meetings shall be recorded by the Consultant and distributed to all in attendance and the copy list.
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces.
- (g) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (i) Extra work to the project shall not exceed 20% of the awarded contract amount to a maximum of \$250,000.00. The Contract Administrator will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- (j) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (k) In conjunction with the Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- (l) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (g) The Consultant will be required to attend commissioning site visits to ensure proper testing is performed. Prepare and submit commissioning reports including general scope, work completed, items requiring completion and/or changes and other items.
- (m) Ensure the Contractor fills out the required commissioning forms for each commissioning site visit to be incorporated into the O&M manual. City staff will be required to be on site during commissioning activities to witness commissioning.

## **D8. PROJECT CLOSEOUT**

D8.1.1 Resident Services will be required to administer both contracts concurrently:

D8.1.2 Final Inspections and Project Acceptance

- (i) As coordinated with the Department's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (ii) Complete and submit record drawings of the completed mechanical, electrical, structural, and civil works to the Department contact for review within two (2) months of the date of Substantial Performance of the Work.

- (iii) Coordinate with the Installation Contractor and Equipment Supplier for all required site testing and commissioning services.
- (iv) Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of four (4) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.
- (v) Coordinate with the Installation Contractor and Equipment Supplier to provide five (5) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.
- (vi) Assist the Contractor in closing out the applicable building permits (electrical, mechanical, structural, etc.).
- (vii) Provide sealed Arc Flash Study report including SKM model, incident energy, protective device coordination with time current curves (TCCs) and short-circuit duty information.
- (viii) Prepare an asset equipment register list to include all major equipment (pumps, fans, MCCs, CSTE, transformers, panel boards, control panels, heaters, dampers) along with instruments to be incorporated into City OWAM for future maintenance. Manufacturer and specification information shall be filled out for all equipment. Refer to Appendix F for an asset equipment register template to be used.
- (ix) Attend a site visit in February 2025 to witness retesting of all three (3) flood pumps. Any design and construction deficiencies found during the flood pump testing session shall be addressed. If all three (3) flood pumps are unable to be properly run, additional site visits will be required to be attended until all three (3) flood pumps can be successfully run.
- (x) Attend a separate warranty inspection site visit approximately eleven (11) months after the date of Substantial Completion has been achieved with the Contractor and City staff. Prepare and submit a deficiency report and arrange for the Contractor to have the deficient items addressed.

## D8.2 Record Drawings & Documents

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works
- (b) Record drawings are to include all construction details and materials of the competed works, including the following:
  - (i) All construction details,
  - (ii) Complete materials list for each individual component installed,
  - (iii) Date of installation of Works (Substantial Performance),
  - (iv) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing. Final record drawings shall be sealed by a Professional Engineer licensed to practice Engineering in the Province of Manitoba.
- (d) Provide separate sealed record setting letters for all soft starters and HVAC controllers. The City will be required to review record setting letters prior to sealed setting letters being provided.

## D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D9.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service

Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D9.1.1 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.
- D9.1.2 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.

## **D10. UNFAIR LABOUR PRACTICES**

- D10.1 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.
- D10.2 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.
- D10.3 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.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C14.
- D10.5 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.
- D10.5.1 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.
- D10.5.2 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 D10.5. 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**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

D11.1 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.

### **D12. INSURANCE**

D12.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D12.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
- (d) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$ 1,000,000 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 their 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 their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under 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 D11; and
    - (ii) 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 D17.1

### **D14. CRITICAL STAGES**

- (a) Final Design completed and accepted by the City by February 28<sup>th</sup>, 2024;
- (b) Construction Tender Closing by March 22, 2024;
- (c) Commencement of Construction by November 1<sup>st</sup>, 2024;
- (d) Flood Pumps Back in Service on new PLC controls and fully operational on automatic controls by February 28<sup>th</sup>, 2025;
- (e) Substantial Performance by March 31<sup>st</sup>, 2025;
- (f) Total Performance by April 28<sup>th</sup>, 2025; and
- (g) Submission of Sealed Record Drawings and Approved Asset Register List by June 28<sup>th</sup>, 2025.

## **D15. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D15.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D15.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in 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 Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## **MEASUREMENT AND PAYMENT**

### **D16. INVOICES**

- D16.1 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D16.2 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.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

## **D17. PAYMENT**

D17.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **DISPUTE RESOLUTION**

### **D18. DISPUTE RESOLUTION**

D18.1 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 D18.

D18.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D18.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's 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 their Appeal Form.

D18.4 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.

D18.4.1 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.

D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D18.4.3 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.

D18.4.4 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 D18.4.3, as extended if applicable, has elapsed, the Consulting Contract

Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### THIRD PARTY AGREEMENTS

#### D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 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.
- D19.2 Further to D19.1, in the event that the obligations in D19 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.
- D19.3 For the purposes of D19:
- (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.
- D19.4 Modified Insurance Requirements
- D19.4.1 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.
- D19.4.2 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.
- D19.4.3 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.
- D19.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Consultant
- D19.5.1 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.
- D19.5.2 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;

D19.5.3 in relation to this Contract or the Work.

#### D19.6 Records Retention and Audits

D19.6.1 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.

D19.6.2 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 D19.6.1 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.

#### D19.7 Other Obligations

D19.7.1 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.

D19.7.2 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.

D19.7.3 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.

D19.7.4 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.

D19.7.5 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.

D19.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## **APPENDIX A – HISTORICAL DRAWINGS**

## **APPENDIX B – 2006 FLOOD PUMPING STATION CONDITION ASSESSMENT**

## **APPENDIX C – THE CITY OF WINNIPEG; WATER AND WASTE DEPARTMENT – ELECTRICAL DESIGN GUIDE REV. 05 – APPENDIX C**

## **APPENDIX D – THE CITY OF WINNIPEG; WATER AND WASTE DEPARTMENT – IDENTIFICATION STANDARD REV. 04 – APPENDIX D**

## **APPENDIX E – THE CITY OF WINNIPEG; WATER AND WASTE DEPARTMENT – AUTOMATION DESIGN GUIDE R00**