



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 67-2023

**PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF LAND
DRAINAGE SERVICING STANDARDS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF LAND DRAINAGE SERVICING STANDARDS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 17, 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. PROPONENT CONFERENCE

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a Proponent Conference on the following dates:

- (a) February 7, 2023 @ 1:30 PM Winnipeg time;
- (b) February 8, 2023. @ 1:30 PM Winnipeg time.

B3.1.1 Proponents are requested to register for the Proponent Conference by contacting the Consulting Contract Administrator identified in D2.

B3.2 The Proponent Conference will allow the Consulting Contract Administrator or an authorized representative to discuss the Work detailed in this Request for Proposal (RFP). The Proponent Conference will also allow Proponents to present questions to the Consulting Contract Administrator or other City of Winnipeg (City) staff in regards to the RFP.

B3.3 The Proponent Conference to occur via teleconference.

- (a) Teleconference contact number or online contact link is to be provided to Proponents upon registration as per B3.1.1.

B3.4 Although attendance at the Proponent Conference is not mandatory, the City strongly suggests that Proponents attend.

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 RFP, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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 RFP 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 RFP 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 RFP, or clarifying the meaning or intent of any provision therein.

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

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

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

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

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

B7. PROPOSAL SUBMISSION

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

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

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

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;

- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, 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 D6 Scope of Services.

B9.2 The Proponent shall include in their Proposal:

- (a) Additional Work Allowance of \$35,000 on Form B: Fees;
- (b) The Additional Work Allowance shall be included in the calculation of total Fees proposed by the Proponent.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

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

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

B9.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D24. Any such costs shall be determined in accordance with D24.

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 infrastructure planning and design, and contract administration services on three projects of similar complexity, scope and value.
 - (i) If more than three projects are submitted, only the first three referenced will be evaluated.

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;

- (i) where the original contracted cost and final cost differ, the Proponent should submit an explanation.
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule);
 - (i) where the original project schedule and actual schedule differ, the Proponent should submit an explanation.
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant 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.
- (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.
 - (b) Roles of each of the Key Personnel in the Project should be identified in the organizational chart.
 - (c) Any other personnel with over 5% of the total Project hours should be identified in the organizational chart.
- B11.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager; and
 - (b) The lead municipal land drainage professional.
- B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope, and value. 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.
- 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 (one current names with telephone numbers per project).
 - (i) references should have worked directly on the projects described, such as the project manager or owner's representative.
 - (ii) references may be used to confirm the information provided in the proposal.

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 D6.
- 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 work activities related to the Scope of Services;
 - (c) the Deliverables associated with the Scope of Services;
 - (d) all significant assumptions and interpretations related to the Scope of Services;
 - (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (f) 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 D6 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 D6.
- 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 Provide narrative that will describe how slippage in the proposed schedule will be managed and how the schedule will be re-evaluated to determine the impacts to the critical paths.
- B13.3 Further to B13.1, the Proponent's schedule should reflect:
- (a) the critical stages listed in D19;
 - (b) the hours and resources indicated on Form P: Person Hours;
 - (c) City review requirements;
 - (d) Project meeting frequency; and
 - (e) submission dates for required Deliverables.
- B14. DISCLOSURE**
- B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:

(a) N/A

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.

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D3.1(a)).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of 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 RFP 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) 20%
 - (d) Experience of Proponent and Subconsultant; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 27%
 - (f) Project Understanding and Methodology; (Section E) 30%
 - (g) Project Schedule. (Section F) 3%
- 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 D10.4.
- B22.7 Further to B22.1(c), the total Fees may be adjusted, if necessary, as follows:
- (a) if the fixed fee proposed by the qualified Proponent submitting the most advantageous offer is within the budgetary provision for the Work, no adjustment will be made to the fixed fee; or
 - (b) if the fixed fee proposed by the qualified Proponent submitting the most advantageous offer exceeds the budgetary provision for the Work, the fees of all responsive proposals will be adjusted by deducting the Additional Work Allowance of \$35,000 from the scope of work.
- B22.8 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10 , including but not limited to the following criteria:
- (a) Similarity of the Proponent's past projects to this Project;
 - (b) adherence to project budget;
 - (c) adherence to project schedule;
 - (d) quality of work;
 - (e) overall satisfaction with the Proponent; and
 - (f) Past performance on City projects.
 - (i) Proponents that have not worked with the City before will be evaluated based on the information provided in response to B10.1(a).
- B22.9 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, considering the information provided in B11, including but not limited to the following criteria:

- (a) appropriateness of related years of experience of the Key Personnel;
- (b) relevancy of experience of the Key Personnel;
- (c) appropriateness of the approach to the overall team formation and coordination of team members; and
- (d) Past and current performance on City projects, including availability of Key Personnel for this project.
 - (i) Proponents that have not worked with the City before will be evaluated based on the information provided in response to B11.4.

B22.9.1 Proposals that receive less than half of the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B22.2 and B22.3.

B22.10 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:

- (a) appropriateness of the project management approach;
- (b) consistency and completeness of the Methodology;
- (c) appropriateness of hours assigned to individual tasks per person;
- (d) proponent's understanding of the Project, including the deliverables and constraints; and
- (e) demonstration of insight beyond the information presented in this RFP.

B22.10.1 Proposals that receive less than half of the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.2 and B22.3.

B22.11 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, including but not limited to the following criteria:

- (a) completeness and consistency of the Project schedule;
- (b) acceptability of project schedule recovery narrative;
- (c) logic and sequencing of the tasks; and
- (d) appropriateness of the timelines provided.

B22.12 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.

B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B22.14 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 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Matt Nikkel, P. Eng.

Telephone No. 204-451-2663

Email Address: mnikkel@winnipeg.ca

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

D3. DEFINITIONS

D3.1 When used in this RFP:

- (a) **“Dry Pond”** means a pond which detains water temporarily during a storm event for gradual release to the storm system but does not permanently store water;
- (b) **“Key Personnel”** means an individual designated in a Proponent’s Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
- (c) **“IDF”** means Intensity Duration Frequency;
- (d) **“Major System”** means the system to convey runoff that exceeds the capacity of the minor system and accommodate less frequent storm events (such as the 100 year rainfall event). The major system consists of large water basins, natural waterways, temporary ponding areas, overland relief swales, large man-made conduits/tanks etc.;
- (e) **“Minor System”** means the system used to convey runoff from frequent storm events (such as the 5 year or 10 year rainfall event). The minor system consists of underground pipe systems, roadway ditches, small channels/swales, curbs, gutters, inlets etc.;
- (f) **“NSRB”** means Naturalized Stormwater Retention Basin;
- (g) **“SRB”** means Stormwater Retention Basin;
- (h) **“TM”** means technical memorandum; and
- (i) **“Working Group”** means the City of Winnipeg staff that are directly involved in deliverables review with the Proponent.

D4. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D4.1 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.

D4.1.1 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.

- D4.1.2 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.

D5. UNFAIR LABOUR PRACTICES

- D5.1 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.
- D5.2 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.
- D5.3 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.).
- D5.4 Failure to provide the evidence required under D5.3, may be determined to be an event of default in accordance with C14.
- D5.5 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.
- D5.5.1 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.
- D5.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D5.5. 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.

D6. BACKGROUND

- D6.1 The City's land drainage infrastructure currently consists of combined, partially separated, and fully separated sewer areas. The effectiveness and capacity of many of these systems are not fully known, particularly in the combined and partially separated sewer areas where the most infill development occurs. Many of the combined sewer areas do not have retention for major rainfall events.
- D6.2 Winnipeg is an older city that has experienced significant development since the late 1960s. Beginning around the 1970s, new developments were required to implement separated land drainage systems to convey stormwater runoff and provided retention for major stormwater events. During this time, various land drainage systems were constructed by piecemeal and through patchwork extensions.
- D6.3 Most new infill and greenfield developments require land drainage systems that tie into existing City infrastructure that was designed to older standards. The complexity of these systems require lengthy review times and frequent design iterations to either maintain the minimum level of service or mitigate against additional harm of existing drainage infrastructure systems.

D7. OBJECTIVE

- D7.1 The City's goal is to minimize design iterations and review times by producing a comprehensive land drainage standards document containing the necessary design requirements, submittal requirements, and guidance needed to sustainably support development.

D8. RELEVANT DOCUMENTS

- D8.1 Relevant documents are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City. The Non-Disclosure Agreement can be found in Appendix A – Non-Disclosure Agreement.
- D8.2 Documents include:
- (a) Wastewater:
 - (i) Wastewater Flow Estimation and Servicing Guidelines:
<https://winnipeg.ca/waterandwaste/dept/wastewaterflow.stm>
 - (ii) Sewer By-Law 106/2018
<https://legacy.winnipeg.ca/waterandwaste/dept/bylaw.stm>
 - (iii) City of Winnipeg - Wastewater Servicing Standards draft document
 - (b) Water:
 - (i) City of Winnipeg - Water Servicing Standards draft document
 - (c) Land Drainage:
 - (i) Culvert and Drainage Inlet/Outlet Safety Guidelines:
<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf>
 - (ii) MacLaren Drainage Criteria Manual:
<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/MaclarenDrainageCriteriaManual.pdf>
 - (iii) Requirements for Commercial, Industrial, Multi-Family Residential Developments and Parking Lots:
<https://winnipeg.ca/waterandwaste/dept/comDevParkLots.stm>
 - (iv) Stormwater Management Criteria:
<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/stormwaterManagementCriteriaFeb2001.pdf>
 - (v) Designated Floodway Fringe Area Regulation, M.R. 266/91

- https://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=266/91
- (vi) Floodway Fringe Area Regulation
<https://legacy.winnipeg.ca/ppd/permits/FloodwayFringeAreaRegulation.stm>
- (vii) Lot Grading By-Law 7294/98
<https://legacy.winnipeg.ca/waterandwaste/dept/bylaw.stm>
- (viii) Secondary Dyke By-Law 7600/2000
<https://legacy.winnipeg.ca/waterandwaste/dept/bylaw.stm>

D9. GENERAL REQUIREMENTS

D9.1 General Requirements of the Consultant

- D9.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
- (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D9.1.2 The Consultant shall, at a minimum, use the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.
- D9.1.3 Consultants shall not substitute, replace or add additional Key Personnel throughout the duration of the Project without written approval of the Consulting Contract Administrator.
- (a) Experience and qualifications as specified in meeting B11 shall be submitted for all requested substitute(s), replacement(s), or additional Key Personnel.

D9.2 General Requirements for Project Deliverables

- D9.2.1 Project Deliverables include but are not limited to:
- (a) A project management plan as detailed in D11;
 - (b) Market Scan Analysis Technical Memorandum (TM) as detailed in D13.4; and
 - (c) Land Drainage Servicing Standards as detailed in D14.
- D9.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D9.2.3 Where possible, all documents provided as PDF shall be searchable.
- D9.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document.
- D9.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D9.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

- (a) Draft versions of written documents shall be submitted in Microsoft Word 2019 (.docx) native format; and
 - (b) All Deliverables shall be submitted to the Consulting Contract Administrator.
- D9.2.7 All supporting documents to the deliverables shall be provided in the native file format (i.e. Microsoft Excel, CAD dwg files, GeoMedia files and etc.), with the exception of hard copies where they can be scanned and converted into an electronic format.
- D9.2.8 Two (2) bound paper copies shall be submitted of all documents once finalized.
- D9.3 General Requirements for Meetings
- D9.3.1 An agenda shall be sent to the Consulting Contract Administrator at least two (2) Business Days prior to any meeting.
- D9.3.2 The Consultant shall take minutes at all meetings and workshops in which they attend. Minutes are to be forwarded to the Consulting Contract Administrator within five (5) Business Days.
- D9.3.3 Meetings may be completed virtually, at the Consultant office, or at the City office.

D10. SCOPE OF SERVICES

- D10.1 The Services required under this Contract shall consist of the development of Land Drainage Servicing Standards for the City.
- D10.2 The Services required under this Contract shall consist of the following phases and as outlined in D11 to D14 in accordance with the following:
- (a) Project Management in accordance with D11;
 - (b) Internal Water and Waste Standards Review in accordance with D12;
 - (c) Market Scan Analysis in accordance with D13;
 - (d) Development of Land Drainage Servicing Standards Documents in accordance with D14, including:
 - (a) Minor System design standards in accordance with D14.2;
 - (b) Major System design standards in accordance with D14.3;
 - (c) Ditch design standards in accordance with D14.4;
 - (d) Naturalized Stormwater Retention Basin (NSRB) design standards in accordance with D14.5; and
 - (e) Dry Pond design standards in accordance with D14.6.
 - (e) Additional Work Allowance in accordance with D15.
- D10.3 The Services required shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D10.4 The funds available for this Contract are \$287,000.

D11. PROJECT MANAGEMENT

- D11.1 Plan, organize, secure, and manage resources to complete the phases outlined in D12 to D15.
- D11.2 Create and submit a project management plan no later than ten (10) Business Days after Project Award. The project management plan shall include but not be limited to:

- (a) Scope and Schedule
 - (i) Include the schedule information required in B13.
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) Update and include the Project schedule with each Consultant Progress Report as described in D11.3. The updated Project schedule to include the % Work Complete for each task.
 - (vi) The Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
- (b) Budget
 - (i) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - (i) City reviews;
 - (ii) corrective action process; and
 - (iii) quality assurance and control of Deliverables.
- (d) Human Resources
 - (i) Describe the team organizational and management approach;
 - (ii) Include an organizational chart.
- (e) Communication
 - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Change Management Plan
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
- (g) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all Project deliverables.
- (h) Risk Management Plan
 - (i) A risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>.
 - (iii) Outline process for updating the risk management plan in various phases of the Project.

D11.3 Monthly Consultant Progress Reports

- D11.3.1 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset->

[management-program/templates-manuals.stm#6](#)) or provide a Consultant Progress Report template of your own design.

- (a) The Consultant Progress Reports to include the following:
 - (i) work carried out in the previous month;
 - (ii) work in progress;
 - (iii) work anticipated for the following month, including projected person-hours;
 - (iv) percentage completion of each task and the overall Project;
 - (v) information requests for the following month;
 - (vi) issues to date;
 - (vii) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
 - (viii) any modifications to the Project Management Plan;
 - (ix) budget and actual cost for completed tasks and projected cost for planned tasks; and
 - (x) description, action, and mitigation of extreme and high risk(s).
- (b) Submit within two (2) weeks of award the proposed progress reporting format for City review and acceptance

D11.4 Coordinate regular monthly project meetings and provide minutes. The meetings shall be used to update the Consulting Contract Administrator on the status of the Project and to discuss other project management issues.

D11.4.1 Schedule all of the regular monthly Project meetings within five (5) Business Days of the pre-commencement meeting.

D11.4.2 The frequency of the meetings may vary based upon the level of project activity.

D11.4.3 If critical stages outlined in D19 are not achieved, regular Project meeting frequency shall increase to every two weeks until the deliverables indicated in D19 are approved by the City. No additional fees will be contemplated for additional Project meetings.

D11.5 In addition to the regular Project meetings detailed in D11.4, schedule, chair, and provide minutes for the following meetings and workshops:

- (a) Pre-commencement meeting – to be scheduled immediately upon award of the Project;
- (b) An internal standards review workshop as detailed in D12.2;
- (c) Draft Market Scan TM review meeting as detailed in D13.4.2;
- (d) Draft Land Drainage Standards review meeting as detailed in D14.7; and
- (e) Project closeout meeting.

D11.5.1 Meetings can be combined if appropriate.

D11.5.2 Additional meetings may be required in the event that issues arise during the course of the Project.

D11.6 Carry out other project management activities as required.

D12. EXISTING CITY STANDARDS REVIEW

D12.1 Review all relevant documents related to Water and Waste Standards, particularly the Land Drainage Standards.

D12.2 Organize a workshop with staff directly involved with the City's internal development application processing to assess, at a minimum:

- (a) The goals that the Department wishes to achieve with the development of new Land Drainage Servicing Standards;

- (b) Which type of Land Drainage development applications pose the greatest degree of difficulty to the Land Drainage Branch;
- (c) Which gaps the Consultant has identified thus far during their review of the current Land Drainage Standards; and
- (d) Which type of municipalities the market scan (as detailed in D13) should focus on and what type of questions should be discussed in the interviews.

D12.2.1 Account for a minimum of three hours for the workshop.

D12.2.2 Produce minutes for the workshop.

D13. MARKET SCAN ANALYSIS

D13.1 Conduct a municipal market scan to benchmark the City's Land Drainage Standards to other municipalities.

D13.2 Perform an internet search of at least five (5) different municipalities to determine their published online standards. The selection of the cities to be done using the criteria established in the workshop (as detailed in D12.2(d)).

D13.3 Contact at least two of the cities where standards have been collected. Perform an interview with the appropriate municipal staff to gain any insight as to how they handle areas of development that pose problems similar to those experienced by the City.

D13.4 Document the findings in a Market Scan Analysis TM.

D13.4.1 The Market Scan Analysis TM to include at a minimum:

- (a) A description of the City's current Land Drainage Standards;
- (b) A summary of the Land Drainage Standards found online;
- (c) The findings of the two interviews;
- (d) An overview of how the City's Land Drainage Standards compare to other municipalities;
- (e) Recommendations for any City Land Drainage Standards that should be brought into alignment with other municipalities with supporting rationale;
- (f) Recommendations as to any new standards that would be appropriate for the City; and
- (g) Recommendations as to the format and number of documents required for the new standards.

D13.4.2 Schedule and chair a meeting with the Working Group fifteen (15) Business Days after submittal to review the draft Market Scan Analysis TM.

- (a) Comments shall be reviewed and incorporated into the final Market Scan Analysis TM, as applicable.

D14. DEVELOPMENT OF NEW LAND DRAINAGE SERVICING STANDARDS DOCUMENTS

D14.1 Utilising information obtained in D12 and D13, and the Consultant's professional opinion, generate new Land Drainage Servicing Standards appropriate for the City.

D14.1.1 New Land Drainage Servicing Standards to match, as practical as possible, the format as the other Water and Waste Standards.

D14.1.2 Land Drainage Servicing Standards to include;

- (a) Minor System design standards in accordance with D14.2;
- (b) Major System design standards in accordance with D14.3;
- (c) Ditch design standards in accordance with D14.4;

- (d) Naturalized Stormwater Retention Basin (NSRB) design standards in accordance with D14.5;
- (e) Dry Pond design standards in accordance with D14.6; and
- (f) Any other new standards identified in D13.4.1(f). Payment for these will be taken from the additional work allowance, as per D15.

D14.2 Minor System Land Drainage Servicing Standards to include, at a minimum:

- (a) Current standards used by the City that will remain in effect; and
- (b) Realigned standards as identified in D13.4.1(e).

D14.3 Major System design standards to include requirements for, at a minimum:

- (a) Current standards used by the City that will remain in effect;
- (b) Realigned standards as identified in D13.4.1(e);
- (c) Storage considerations;
- (d) Gutter spread analysis;
- (e) Surface Flow Routing; and
- (f) Surface Flow Capacity

D14.4 Ditch design standards to include, at a minimum:

- (a) Maximum permissible velocities for minor or major flows;
- (b) Minimum longitudinal slope/ side slopes;
- (c) Minimum bottom width;
- (d) Roughness coefficient design standards; and
- (e) Freeboard.

D14.5 NSRB design standards to include, at a minimum:

D14.5.1 Design Criteria including, but not limited to:

- (a) Hydrology and hydraulic design;
- (b) Physical parameters of the NSRB, including but not limited to;
 - (i) Pond cross-section; and
 - (ii) Length-to-width ratios.
- (c) Infrastructure, including but not limited to;
 - (i) Inlets and outlets;
 - (ii) Overflow spillways;
 - (iii) Control Spillways; and
 - (iv) Control Structures.
- (d) Soil properties;
- (e) Vegetation establishment;
- (f) Signage requirements;
- (g) Maintenance access; and
- (h) Backlot drainage.

D14.5.2 Submittal requirements for servicing reports;

D14.5.3 Maintenance requirements during warranty period; and

D14.5.4 Operation and maintenance manual requirements.

D14.6 Dry Pond design standards to include, at a minimum:

- D14.6.1 Design Criteria including, but not limited to:
- (a) Hydrology and hydraulic design;
 - (b) Physical parameters of the Dry Pond, including but not limited to;
 - (i) Pond cross-section; and
 - (ii) Length-to-width ratios.
 - (c) Infrastructure, including but not limited to;
 - (i) Inlets and outlets;
 - (ii) Overflow spillways;
 - (iii) Control Spillways; and
 - (iv) Control Structures.
 - (d) Soil properties;
 - (e) Vegetation establishment;
 - (f) Signage requirements;
 - (g) Maintenance access; and
 - (h) Backlot drainage.
- D14.6.2 Submittal requirements for servicing reports;
- D14.6.3 Maintenance requirements during warranty period; and
- D14.6.4 Operation and maintenance manual requirements.
- D14.7 Schedule and chair a meeting with the Working Group twenty (20) Business Days after submittal to review the draft Land Drainage Servicing Standards.
- D14.7.1 Comments shall be reviewed and incorporated into the final Land Drainage Servicing Standards, as applicable.

D15. ADDITIONAL WORK ALLOWANCE

- D15.1 The additional work allowance of \$35,000 is to be used for the development of any new standards that have been identified in D13.4.1(f), other than those listed in D14.1.2. When such work arises, the Consultant will prepare a concise scope of work and cost proposal in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval. No additional work shall start prior to this approval.
- D15.2 The Consultant shall include in Form P: Person Hours the hourly rates of all Key Personnel and non-Key Personnel proposed for this project by role. These rates will be used for the Additional Work Allowance when defined and approved.
- D15.3 If a member of the Consultant's Key Personnel or non-Key Personnel is not listed by name on Form P, when that staff member is proposed for work under the Additional Work Allowance, the Consultant shall follow the requirements as stated in D9.1.3.
- D15.4 The City reserves the right to delete any or all of the Additional Work Allowance from the Contract if the Work intended to be covered by the Additional Work Allowance is not required, or if the Works intended are found to be more extensive than that provisioned by the Additional Work Allowance.

SUBMISSIONS

D16. AUTHORITY TO CARRY ON BUSINESS

- D16.1 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.

D17. INSURANCE

- D17.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D17.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.
- D17.2.1 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.
- D17.3 The policies required in D17.2(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.
- D17.4 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 D17.2(a) and D17.2(b).
- D17.5 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 D17.2(a) and D17.2(c).
- D17.6 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 D17.9.

- D17.7 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.
- D17.8 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.
- D17.9 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

D18. COMMENCEMENT

- D18.1 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.
- D18.2 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 D16; and
 - (ii) evidence of the insurance specified in D17.
 - (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 D22.1
- D18.3 The City intends to award this Contract by March 22, 2023.

D19. CRITICAL STAGES

- D19.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Finalize the Project Management Plan by one (1) month after award of Contract.
 - (b) Finalize the Market Scan Analysis TM by four (4) months after award of Contract; and
 - (c) Finalize the Final Land Drainage Servicing Standards Document by ten (10) months after award of Contract.

D20. COVID-19 SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Consulting Contract Administrator.
- D20.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D20.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay

declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D20.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D20.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D21. INVOICES

- D21.1 Further to C11, the Consultant shall submit monthly invoices for work performed during the previous calendar month to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D21.2 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.

- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

- D22.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

- D23.1 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 D23.
- D23.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D23.3 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.
- D23.4 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.
- D23.4.1 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.
- D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D23.4.3 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.
- D23.4.1 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D23.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D24.1 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.
- D24.2 Further to D24.1, in the event that the obligations in D24 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.
- D24.3 For the purposes of D24:
- (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.

D24.4 Modified Insurance Requirements

- D24.4.1 If not already required under the insurance requirements identified in D17, 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.
- D24.4.2 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.
- D24.4.3 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.
- D24.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D24.5 Indemnification By Consultant

- D24.5.1 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.
- D24.5.2 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;
- D24.5.3 in relation to this Contract or the Work.

D24.6 Records Retention and Audits

- D24.6.1 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.
- D24.6.2 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 D24.6.1 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.

D24.7 Other Obligations

- D24.7.1 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.
- D24.7.2 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.
- D24.7.3 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.
- D24.7.4 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.
- D24.7.5 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.
- D24.7.6 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.