



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 167-2024**

**PROFESSIONAL CONSULTING SERVICES FOR HURST REGIONAL PUMPING  
STATION BACKUP POWER SUPPLY – CONCEPTUAL DESIGN**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Fees

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	2
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	3
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Proponent and Subconsultants (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	7
B14. Disclosure	7
B15. Conflict of Interest and Good Faith	7
B16. Qualification	8
B17. Opening of Proposals and Release of Information	9
B18. Irrevocable Offer	10
B19. Withdrawal of Offers	10
B20. Interviews	10
B21. Negotiations	10
B22. Evaluation of Proposals	10
B23. Award of Contract	12

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Scope of Services	1
D5. Definitions	2
D6. Accessible Customer Service Requirements	3
D7. Unfair Labour Practices	3
D8. General Requirements	4
D9. Project Management	6
D10. Project Definition	7
D11. Conceptual design	9
D12. Future Work Planning	10

#### Submissions

D13. Authority to Carry on Business	10
D14. Safe Work Plan	11
D15. Insurance	11

#### Schedule of Services

D16. Commencement	12
D17. Critical Stages	12
D18. Supply Chain Disruption Schedule Delays	12

<b>Measurement and Payment</b>	
D19. Invoices	13
D20. Payment	13
<b>Dispute Resolution</b>	
D21. Dispute Resolution	14
<b>Third Party Agreements</b>	
D22. Funding and/or Contribution Agreement Obligations	15
<b>PART E - SECURITY CLEARANCE</b>	
E1. Security Clearance	1
<b>APPENDIX A – RELEVANT DOCUMENTS</b>	
<b>APPENDIX B – RELEVANT HISTORICAL DRAWINGS</b>	
<b>APPENDIX C – NON-DISCLOSURE AGREEMENT</b>	

## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR HURST REGIONAL PUMPING STATION BACKUP POWER SUPPLY – CONCEPTUAL DESIGN

### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 15, 2024.
- 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 Hurst Regional Pumping Station (RPS) located at 60 Hurst Way on:
- (a) February 29, 2024 at 9:00 a.m. Winnipeg time;
- B3.1.1 Proponents are requested to register for the Site investigation by contacting the Consulting Contract Administrator identified in D2 a minimum of 48 hours prior to the Site investigation.
- B3.1.2 Attendees are required to wear CSA approved safety footwear while inside any City Water Service Property.
- B3.1.3 Proponents registered for a Site investigation must provide the City of Winnipeg (City) Consulting Contract Administrator with a Global Sanctions & Politically Exposed Persons (PEP) Check obtained not earlier than one (1) year prior to the Site investigation.
- (a) The Global Sanctions & PEP Check must be obtained from Sterling Talent Solutions. Proponents will need to setup a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done a minimum of 72 hours prior to requesting the first check. The account can be setup using the following link:  
<http://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>  
**Note that the check will take up to 48 hours to complete.** Refer to E1.1.1 of PART E - Security Clearance for further information.
- (b) The results of the Global Sanctions & PEP Check must be received by the City directly through Sterling Talent Solutions. Proponents must set up an account with Sterling Talent Solutions directly under their company name and grant Sterling Talent Solutions permission to share the results of the Global Sanctions & PEP Checks with the City.
- B3.2 Although attendance at the Site investigation is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 Proponents are not permitted to take photographs or videos at the Site investigation. The Proponent may request pictures of specific areas or equipment from the Consulting Contract Administrator. Subject to the City's approval, the requested photographs will be shared with the Proponents.
- B3.4 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.
- B3.5 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

#### **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) Form 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 Proponent shall complete Form B: Fees, making all required entries and summarizing all Fees for the Scope of Services.
- B9.2 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- 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 D22. Any such costs shall be determined in accordance with D22.

## **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 **two (2)** projects of similar complexity, scope and value.
  - (i) If more than two (2) projects are submitted, only the first two (2) referenced projects will be evaluated per Proponent and Subconsultant.

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, showing design separately);
  - (i) where the anticipated project schedule and the actual project schedule differ, the Proponent should submit an explanation;
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).

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.

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

- (a) project manager;
- (b) lead electrical engineer;
- (c) lead instrumentation and control engineer;
- (d) lead process engineer;
- (e) lead civil/structural engineer;
- (f) lead mechanical/HVAC engineer; and
- (g) Any other personnel with over 5% of the total project hours.

B11.3 Include the following for each of the Key Personnel:

- (a) educational background and degrees;

- (b) professional recognition;
- (c) job title;
- (d) years of experience in current position;
- (e) years of experience in design and construction; and
- (f) years of experience with existing employer.

B11.4 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.5 For each Key Person identified, list **two (2)** comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a Key Person is included in B10, 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 Key Person;
- (c) Project Owner; and
- (d) Reference information (two current names with telephone numbers and email addresses per project).

B11.5.1 If a Key Person is assigned to multiple roles (as identified in the organizational chart referred to in B11.1.1), two (2) comparable projects as detailed in B11.5 are required for each role of the Key Person.

## **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. The methods shall include:

- (a) activities to be performed either by the Proponent's employees or by Subconsultants at an office located outside of the Province of Manitoba. Identify proposed arrangements (i.e. conference calls, webinars, travel, communication protocol, etc.) involving out-of-town employees to participate in coordination and review functions; and
- (b) the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.2 Proposals should address:

- (a) The methodology that the Proponent intends to use to carry out the Scope of Services identified in D4;
- (b) the Proponent's understanding of the broad functional and technical requirements;
- (c) the work activities related to the Scope of Services;
- (d) the deliverables associated with the Scope of Services;
- (e) all significant assumptions and interpretations related to the scope of Services;
- (f) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the proponent's suitability to the Project; and
- (g) any other issue that conveys the Proponent's understanding of the Project requirements.

B12.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B12.3.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

- B12.4 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.3.
- B12.5 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.6 For each person identified in B11.2, list the percent of the person's time in proportion to the total project hours.

**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 Further to B13.1, the Proponent's schedule should also include:
- (a) a work breakdown structure;
  - (b) critical dates for review;
  - (c) anticipated review and approval periods by the City during the project;
    - (i) three (3) weeks shall be allotted for the City's review of major Project Deliverables;
  - (d) Project meetings; and
  - (e) submission dates for required Deliverables.
- B13.3 The schedule should incorporate the Critical Dates listed in D17. The Proponent shall give justification in the event that the milestone dates listed in the schedule deviate from the Critical Dates.

**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) CENGYS Ltd.
- B14.3 The following reports were prepared by the Persons identified in B14.2 and are also listed in Appendix A:
- (a) Hurst Regional Pumping Station Alternate Power Conceptual Design – Project Basis Development Memo (2020).

**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 D6).

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

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

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

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](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) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

- 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 D4.3.
- B22.7 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) Success of the Proponent on past projects; and
  - (c) Past performance on City of Winnipeg projects, including but not limited to:
    - (i) adherence to project budget;
    - (ii) adherence to project schedule;
    - (iii) quality of work; and
    - (iv) overall satisfaction with the Proponent.
- B22.7.1 Proponents that have not worked with the City of Winnipeg before will be evaluated based on the information provided in response to B10.1(a).
- 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, considering the information provided in B11, including but not limited to the following criteria:
- (a) availability of key personnel;
  - (b) appropriateness of related years of experience of the Key Personnel;
  - (c) relevancy of experience of the Key Personnel; and
  - (d) appropriateness of the approach to the overall team formation and coordination of team members.
- B22.8.1 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.
- B22.9 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.

- B22.9.1 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.
- B22.10 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, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule;
  - (b) logic and sequencing of the tasks; and
  - (c) appropriateness of the timelines provided.
- 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 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 D22 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](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:

Connor Fedorchuk, P.Eng.

Project Engineer

Telephone Number: 431-294-7868

Email Address: cfedorchuk@winnipeg.ca

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

#### D3. BACKGROUND

D3.1 The Hurst Regional Pumping Station (RPS) pumps approximately 45% of the water consumed by the City of Winnipeg on a daily basis and is considered Critical Infrastructure. The Hurst RPS is equipped solely with six electrically driven pumps. Power is supplied to the RPS through two redundant electrical feeds, however there have been a number of power disruptions that have resulted in the electric pumps shutting down. An unplanned shutdown of the Hurst RPS has the potential to disrupt water service to a large portion of the south and west areas of the City.

D3.2 The intended outcome of the project is to provide a reliable supply of water to the south and west areas of the City through the minimization of Hurst RPS outages resulting from failure of the electric power supply.

D3.3 In 2020, CENGYS provided the City with high-level requirements and scope of work for Conceptual Design consulting services relating to Hurst RPS backup power supply. These items were provided in the Project Basis Development Memo listed in B14.3(a).

D3.4 A list of relevant drawings is available in Appendix B. These drawings are available by request to the City's Consulting Contract Administrator after completion of a Non-Disclosure Agreement. The non-disclosure agreement is included in Appendix C. These drawings will be released at the sole discretion of the City.

#### D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the following:

- (a) Project Management in accordance with D9.
- (b) Project Definition in accordance with D10.
- (c) Conceptual Design in accordance with D11.
- (d) Future Work Planning in accordance with D12.

D4.1.1 The Services required under this Contract shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for 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.

D4.2 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D4.3 The funds available for this Contract are \$500,000.

## D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**Additional Work Allowance**” means a cash allowance that is to be used for engineering and project management in the event pre-existing unforeseen Site conditions or City instigated changes that arise during the various stages of the Project;
- (b) “**As-Built Drawings**” means Drawings depicting the as-constructed conditions in accordance with the document “Authentication of Electronic and Hardcopy Documents Guideline” as published by Engineers Geoscientists of Manitoba;
- (c) “**AWWA**” means American Water Works Association;
- (d) “**CAD**” means Computer Assisted Drafting;
- (e) “**Critical Infrastructure**” means components of the system that cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the component would likely have catastrophic consequences;
- (f) “**CSA**” means Canadian Standards Association;
- (g) “**HVAC**” means Heating Ventilation and Air Conditioning;
- (h) “**Key Personnel**” means an individual designated in a Proponent's Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
- (i) “**Material Testing Allowance**” means the cash allowance for the Consultant to arrange and pay for third-party testing services attributed to the Scope of Services;
- (j) “**MRST**” means Manitoba Retail Sales Tax;
- (k) “**NMS**” means National Master Specification;
- (l) “**PCN**” means Proposed Change Notice;
- (m) “**PDF**” means Portable Document Format;
- (n) “**RFI**” means Request for Information;
- (o) “**SCADA**” means Supervisory Control and Data Acquisition;
- (p) “**Scope of Services**” means all Services executed under the Contract;
- (q) “**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;

- (r) “**Transient Power Failure**” means a power failure of brief duration (seconds to minutes), or refers to the brief period of time (seconds to minutes) between normal power operation and backup power operation when a power failure of extended duration occurs;
- (s) “**UPS**” means Uninterruptable Power Supply.
- (t) “**VFD**” means Variable Frequency Drive; and
- (u) “**WBS**” means Work Breakdown Structure.

## **D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **D7. UNFAIR LABOUR PRACTICES**

- D7.1 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.
- D7.2 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.
- D7.3 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.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 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.

D7.5.1 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.

D7.5.2 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 D7.5. 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.

## **D8. GENERAL REQUIREMENTS**

### **D8.1 General Requirements of the Consultant**

D8.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.

- (a) All drawings, reports, recommendations, and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
- (b) Final design documents irrespective of the level of design shall have an engineer’s seal.
- (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.

D8.1.2 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project, shall be endorsed by the Consultant’s Representative in a manner acceptable to the City.

D8.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.

D8.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

D8.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, Bell MTS, and City Departments.

D8.1.6 The Consultant shall coordinate access to City of Winnipeg Water and Waste Department facilities with the Consulting Contract Administrator.

D8.1.7 The following design guides and standards shall apply to the Services:

- (a) City of Winnipeg Water and Waste Department Electrical Design Guide
  - (i) The Electrical Design Guide can be accessed online at <https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf>

- (b) City of Winnipeg Water and Waste Department Electrical Identification Standard
  - (i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.
  - (ii) The Electrical Identification Standard can be accessed online at:  
<https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf>
- (c) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at  
[http://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](http://winnipeg.ca/waterandwaste/dept/cad_gis.stm)

## **D8.2 General Requirements for Project Deliverables**

- D8.2.1 All Project Deliverables are to be delivered with a document lifecycle approach.
- D8.2.2 Where possible, all documents provided as PDF shall be searchable.
- D8.2.3 Unless otherwise indicated, the review period for the major Project Deliverables shall be a minimum of fifteen (15) Business Days and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the critical path method schedule as outlined in B13.
- D8.2.4 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.
- D8.2.5 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
  - (a) Draft versions of written documents shall be submitted in Microsoft Word (.docx) native format.
  - (b) All Deliverables shall be submitted to the Consulting Contract Administrator.
  - (c) All City review comments shall be considered and incorporated into the final version, as applicable.

## **D8.3 General Requirements for Drawings**

- D8.3.1 Drawings shall be prepared in accordance with the Standards in D8.1.7(c).
- D8.3.2 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records, and topographic survey.
- D8.3.3 Process, utility, and building Drawings shall have the following scales:
  - (a) details: 1:1, 1:5, 1:10, or 1:20;
  - (b) process plans, sections, and elevations: 1:10, 1:20, or 1:50;
  - (c) utility and building plans, sections, and elevations: 1:10, 1:20, 1:50, or 1:100; and
  - (d) panel layouts: recommended 1:4 or 1:10 maximum if required.
- D8.3.4 All profile components of Drawings shall be in natural scale.
- D8.3.5 Provide a cross reference on the Drawings to other associated Drawings, whether new Drawings included with this Work or the available Historical Drawings.
- D8.3.6 Draft conceptual design Drawings to be submitted in PDF format.

## **D8.4 General Requirements for Photographs**

- D8.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
  - (b) location and orientation where the photograph was taken; and
  - (c) a brief description of what is depicted by the photograph.

## **D8.5 General Requirements for Meetings**

- D8.5.1 Schedule and chair Project meetings
- (a) Provide an agenda a minimum of two (2) Business Days before the meeting date.
  - (b) Provide meeting minutes using the City template in D8.5.2 within five (5) Business Days of the meeting date.
  - (c) Meetings shall be held at the Winnipeg Drinking Water Treatment Plant, 1199 Pacific Avenue (Winnipeg, Manitoba), the Consultant's Winnipeg office, virtually, or any alternative site agreed upon by the Consulting Contract Administrator and the Consultant.
- D8.5.2 The meeting minutes template is available on the City Asset Management Program website: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>

## **D9. PROJECT MANAGEMENT**

- D9.1 Plan, organize, and manage resources to complete the phases outlined in D10 to D12.
- D9.2 Review and update the three (3) Project Management documents listed below within three (3) weeks of Project award and throughout the project as required. These documents are part of the City's Asset Management Program and will be completed by the City's Consulting Contract Administrator. For Proposal purposes, assume the review and updates will take (3) hours per document for a total of nine (9) hours.
- (a) Project Delivery Plan;
  - (b) Risk Identification Checklist; and
  - (c) Risk Management Plan.
- D9.3 Submit quarterly project status reports, including the following:
- (a) work carried out in the previous quarter;
  - (b) work in progress;
  - (c) work anticipated for the following quarter, including projected person-hours;
  - (d) percentage completion of each task and the overall Project;
  - (e) information requests for the following quarter;
  - (f) issues to date;
  - (g) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
  - (h) any modifications required to the Project Delivery Plan;
  - (i) budget and actual cost for completed tasks and projected cost for planned tasks; and
  - (j) description, action, and mitigation of extreme and high risk(s).
- D9.3.1 Quarterly project status reports shall be a maximum of two (2) pages and be submitted within three (3) days of the quarter's end.
- D9.4 Coordinate and chair 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.

- (a) If critical design dates outlined in D17 are not achieved, regular project meeting frequency shall increase to every two weeks until the schedule is recovered to a reasonable degree as determined by the Consulting Contract Administrator. No additional fees will be contemplated for additional meetings.
  - (b) The frequency of meetings may vary based upon the level of project activity.
- D9.5 In addition to the regular Project meetings detailed in D9.4, schedule and chair the following meetings and provide minutes:
- (a) project kick-off meeting – to be scheduled immediately upon award of the Project;
  - (b) upon completion of the draft Project Definition Report (D10.2.6);
  - (c) upon completion of the 60% draft Concept Design Report (D11.7);
  - (d) upon completion of the 90% draft Concept Design Report (D11.7); and
  - (e) upon completion of the draft Technical Memorandum described in D12.
- D9.5.1 Additional meetings may be required in the event that issues arise during the course of the Project.
- D9.6 Provide at least two (2) weeks notice prior to any Site visit or work that will require assistance from City personnel.
- D9.7 Carry out other project management activities as required.

## **D10. PROJECT DEFINITION**

### **D10.1 Perform a risk assessment of major assets at the Hurst RPS.**

- D10.1.1 Major assets shall include:
- (a) Process pumps, motors, and fluid couplings; and
  - (b) Electrical switchgear.
- D10.1.2 Review all existing information relating to the major assets including but not limited to:
- (a) historical drawings;
  - (b) existing equipment shop drawings;
  - (c) reports;
  - (d) existing operation and maintenance manuals; and
  - (e) operational data.
- D10.1.3 Conduct a detailed Site investigation of the Hurst RPS to verify the existing information reviewed in D10.1.1, and to become familiarized with the Site and its major assets.
- D10.1.4 Identify the criticality of the major assets utilizing industry standard asset management principles.
- D10.1.5 Document a condition assessment of the major assets based on Site inspections and information received from the City.
- D10.1.6 Develop an Asset Risk Registry for the major assets that considers criticality and condition.
- D10.1.7 Submit a draft Technical Memorandum that documents the methodology, Asset Risk Registry, and any other notable information identified during the risk assessment process for review and acceptance by the City.
- D10.1.8 Submit the final Technical Memorandum after incorporating City review comments.

### **D10.2 Identify the most beneficial backup power scenario for Hurst RPS.**

- D10.2.1 Following City acceptance of the minimum design flow rate Technical Memorandum, identify the most beneficial backup power scenario for Hurst RPS's distribution pumping system including but not limited to the following scenarios:
- (a) Natural gas engine driven pumps; and
  - (b) Natural gas driven electric generation.
- D10.2.2 For each scenario in D10.2.1, assume that there will be five (5) pumps in total within the Hurst RPS, with two (2) pumps available during backup power operation to provide a minimum capacity of 1050 L/s (liters per second) each, for a minimum total backup power capacity of 2100 L/s.
- D10.2.3 For each scenario in D10.2.1, identify the most beneficial scenario for incorporating soft starters and variable frequency drives (VFDs) with electric pumps, including but not limited to the following scenarios:
- (a) Installation of soft starters now, and replacement of the fluid couplings, pumps, and motors at the end of their lifecycle;
  - (b) Installation of VFDs and removal of the fluid couplings now, and replacement of the pumps and motors at the end of their lifecycle;
  - (c) Installation of VFDs and replacement of pumps and motors with the removal of fluid couplings; and
  - (d) Combinations of the above scenarios between the different electric pumps.
- D10.2.4 In addition, identify the most beneficial scenario for Hurst RPS's distribution pumping system during a Transient Power Failure, including but not limited to the following scenarios:
- (a) Pre-running generators and/or engine driven pumps prior to situations which may result in Transient Power Failures;
  - (b) Battery-based UPS;
  - (c) Elevated surge tanks; and
  - (d) A minimum of one other scenario identified by the Consultant.
- D10.2.5 Prepare a Project Definition Report which includes the following:
- (a) A summary of the project scope.
  - (b) An evaluation of the space and structural capability to install engine driven pumps within the existing Hurst RPS building;
  - (c) An evaluation of the proposed location, layout, and configuration to install generators in a new building adjacent to the existing Hurst RPS building;
  - (d) Confirmation of the suitability of the existing 4160V motors for use with voltage source and current source VFDs.
  - (e) Conceptual Design scope and requirements for each of the scenarios identified in D10.2.1, D10.2.3, and D10.2.4 which includes but is not limited to the following:
    - (i) civil infrastructure scope and requirements;
    - (ii) building scope and requirements;
    - (iii) electrical infrastructure scope and requirements;
    - (iv) process mechanical modifications and new infrastructure; and
    - (v) HVAC infrastructure scope and requirements.
  - (f) An AACE Class 5 economic analysis of each of the scenarios which considers the following at a minimum:
    - (i) Initial capital costs;
    - (ii) Future capital costs for end-of life assets; and
    - (iii) Operation and maintenance costs including electrical consumption and demand costs, fuel costs, cooling water costs, and engine maintenance costs.

- (g) A multi-criteria analysis, including both monetary and non-monetary criteria, to provide a final evaluated score that aligns with the most beneficial scenario identified. In consultation with the City, identify all non-monetary criteria and the associated relative weightings. The non-monetary criteria will include but are not limited to:
  - (i) service reliability;
  - (ii) impact on pumping transients;
  - (iii) flow rate capability;
  - (iv) ease of maintenance;
  - (v) overall power quality impact;
  - (vi) operational impact/flexibility;
  - (vii) community impact; and
  - (viii) environmental impact.
- (h) A recommendation as to the most advantageous scenario identified in D10.2.1, D10.2.3, and D10.2.4 which aligns with the multi-criteria analysis.

D10.2.6 Submit a draft Project Definition Report for review and acceptance by the City.

D10.2.7 Submit the final Project Definition Report after incorporating City review comments and comments that arose during the review meeting listed in D9.5.

## **D11. CONCEPTUAL DESIGN**

- D11.1 For proposal purposes, the Proponent shall bid assuming an electric generation option for backup power supply is selected. Based on this assumption, the Conceptual Design shall include but not be limited to the following scope:
- (a) Decommissioning and removal of the existing Pump 17 at the Hurst Regional Pumping Station;
  - (b) Replacement of the motor starters with VFDs for the other five pumps including process mechanical changes required to remove the fluid couplings and replace the pumps and motors;
  - (c) Structural changes required to support the proposed pump modifications;
  - (d) Replacement of the entire 4160V switchgear lineup;
  - (e) Systems to support Transient Power Failures, such as elevated surge tanks and UPS units;
  - (f) A new building to support two new 4160V generators with paralleling electrical switchgear, VFDs, and ancillary systems such as HVAC;
  - (g) Load shedding modifications required to support generation;
  - (h) Modifications to the utility power supply as required;
  - (i) Power factor correction units and harmonic filters as required to meet the Electrical Design Guide and Manitoba Hydro's Power Quality Interconnection Requirements (PQIR);
  - (j) Measures to address voltage stability issues, short circuit fault currents, and arc-flash hazards; and
  - (k) SCADA integration for all work.
- D11.2 The Conceptual Design shall include but not be limited to the following drawing deliverables:
- (a) Site layout plan;
  - (b) Building layouts and sections;
  - (c) Process mechanical P&ID drawings;
  - (d) Process mechanical layout plans;
  - (e) Building mechanical schematics;

- (f) Building mechanical layout plans;
- (g) Electrical single line diagrams (fully detailed);
- (h) Electrical plan layouts; and
- (i) Outdoor system, transformer / substation layouts.

- D11.3 Perform visual site inspections and review City supplied drawings to identify and account for buried infrastructure in the area of proposed work for the Conceptual Design. Make recommendations regarding any additional surveys that would be required prior to further design stages.
- D11.4 Identify environmental or hazardous substances, such as asbestos or polychlorinated biphenyls (PCBs), that could potentially be encountered in later project phases and make recommendations regarding further review and mitigation required.
- D11.5 Provide descriptions of new systems and modifications to existing systems, and identify key design assumptions and requirements.
- D11.6 Identify all major phasing and tie-in work that will be required. Development of designs and work plans to address the phasing and tie-in work is not required at this stage.
- D11.7 Prepare and submit a 60% and then a 90% draft Concept Design Report, for review and acceptance by the City, which summarizes the work from this section.
- D11.8 Submit the final Concept Definition Report after incorporating City review comments and comments that arose during the review meetings listed in D9.5.

## **D12. FUTURE WORK PLANNING**

- D12.1 Following City acceptance of the final Concept Definition Report from D11, prepare a Technical Memorandum which includes the following:
- (a) Requirements and high-level tasks for the engineering required for the Preliminary Design, Detailed Design and Contract Administration portions of the project.
  - (b) A Risk and Opportunity Assessment for the project based on the final Concept Design from D11 using the City's Risk Register template. At a minimum, thirty (30) unique major risks should be identified and assessed. Plan risk mitigations and assign risk contingency values.
  - (c) An AACE Class 4 Cost Estimate for the entire project including Preliminary Design, Detailed Design, Contract Administration, and Construction costs. Include an appropriate risk contingency budget based on the Risk and Opportunity Assessment for inclusion in the Cost Estimate.
- D12.2 Risk Register template: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm> .
- D12.3 Submit a draft Technical Memorandum for review and acceptance by the City.
- D12.4 Submit the final Technical Memorandum after incorporating City review comments and comments that arose during the review meetings listed in D9.5.

## **SUBMISSIONS**

### **D13. AUTHORITY TO CARRY ON BUSINESS**

- D13.1 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.

#### **D14. SAFE WORK PLAN**

- D14.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D14.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

#### **D15. INSURANCE**

- D15.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D15.2 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 \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D15.2.1 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.
- D15.3 The policies required in D15.2(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.
- D15.4 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 D15.2(a) and D15.2(b).

- D15.5 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 D15.2(a) and D15.2(c).
- D15.6 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 D15.9.
- D15.7 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.
- D15.8 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.
- D15.9 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**

### **D16. COMMENCEMENT**

- D16.1 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.
- D16.2 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 D13;
    - (ii) the Safe Work Plan specified in D14; and
    - (iii) evidence of the insurance specified in D15.
  - (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 D20.1
- D16.3 The City intends to award this Contract by April 22, 2024.

### **D17. CRITICAL STAGES**

- D17.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the final Project Definition Report by January 6, 2025.;
  - (b) Submission of the final Conceptual Design Report by July 4, 2025.;

### **D18. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D18.1 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.
- D18.2 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.

- D18.3 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.
- D18.4 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 D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D18.6 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

### D19. INVOICES

- D19.1 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)

- D19.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Consultant's GST registration number.

- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D20. PAYMENT

- D20.1 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

### D21. DISPUTE RESOLUTION

- D21.1 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 D21.
- D21.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D21.3 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.
- D21.4 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.
- D21.4.1 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.
- D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D21.4.3 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.
- D21.4.4 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 D21.4.3, 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

### D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.
- D22.2 Further to D22.1, in the event that the obligations in D22 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.
- D22.3 For the purposes of D22:
- (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.
- D22.4 Modified Insurance Requirements
- D22.4.1 If not already required under the insurance requirements identified in D15, 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.
- D22.4.2 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.
- D22.4.3 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.
- D22.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D22.5 Indemnification By Consultant
- D22.5.1 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.
- D22.5.2 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;

D22.5.3 in relation to this Contract or the Work.

#### D22.6 Records Retention and Audits

D22.6.1 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.

D22.6.2 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 D22.6.1 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.

#### D22.7 Other Obligations

D22.7.1 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.

D22.7.2 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.

D22.7.3 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.

D22.7.4 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.

D22.7.5 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.

D22.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

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

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

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

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

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

## APPENDIX A – RELEVANT DOCUMENTS

The following documents are available for review by request to the Consulting Contract Administrator after the Contract award and the completion of a Non-Disclosure Agreement:

1	<b>Hurst Regional Pumping Station Alternate Power Conceptual Design – Project Basis Development Memo</b>	
	Author: CENGYS Ltd.	High-level requirements and scope of work for Conceptual Design consulting services relating to Hurst RPS backup power supply.
	Published: 2020	

## APPENDIX B – RELEVANT HISTORICAL DRAWINGS

The following historical drawings are available electronically by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement.

Drawing Number	Drawing Name/Title
1-0650A-C0001-001	Hurst Pumping Station – Municipal Site Plan
HURST-51	Hurst Pumping Station Pump Upgrading Installation of Pumping and Related Equipment Pump Floor Level - Plan Installation
HURST-52	Hurst Pumping Station Pump Upgrading Installation of Pumping and Related Equipment Lower Floor Level - Plan Installation
1-0650M-E0001-001	Hurst Water Pumping Station - Electrical Single Line Diagram - Legend & Details
1-0650M-E0002-001	Hurst Water Pumping Station - Electrical Single Line Diagram – 4160V Distribution
1-0650M-E0003-001	Hurst Pumping Station Structural Repairs and Drainage Building Upgrades - Electrical - Pump Station - Single Line Diagram
1-0650M-E0005-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-11
1-0650M-E0006-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-12
1-0650M-E0007-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-14
1-0650M-E0008-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-15
1-0650M-E0009-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-16
1-0650M-E0010-001	Hurst Water Pumping Station - Motor Starter Schematic - Pump PP-17
1-0650M-E0013-001	Hurst Pumping Station - Electrical Equipment Elevations, 4160V Switchgear & 600V CDP/MCC
1-0650M-E0014-001	Hurst Pumping Station - Electrical Equipment Plan, Electrical Room
1-0650A-P0001-001	Hurst Pumping Station - Process & Instrumentation Diagram - Legend & Details - Sheet 1 of 3
1-0650A-P0001-002	Hurst Pumping Station - Process & Instrumentation Diagram - Legend & Details - Sheet 2 of 3
1-0650A-P0001-003	Hurst Pumping Station - Process & Instrumentation Diagram - Legend & Details - Sheet 3 of 3
1-0650M-P0004-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M011
1-0650M-P0005-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M012
1-0650M-P0006-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M014
1-0650M-P0007-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M015
1-0650M-P0008-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M016
1-0650M-P0009-001	Hurst Pumping Station - Process & Instrumentation Diagram - Pump P-M017
1-0650M-P0018-001	Hurst Pumping Station - Process & Instrumentation Diagram - Generators 1 & 2
1-0650M-P0019-001	Hurst Pumping Station - Process & Instrumentation Diagram - Miscellaneous
1-0650M-A0017-001	Hurst Water Pumping Station - Process & Instrumentation Diagrams - Electrical Supply

## **APPENDIX C – NON-DISCLOSURE AGREEMENT**

(Separate file)