



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 51-2024

**PROFESSIONAL CONSULTING SERVICES FOR DISCHARGE METER UPGRADES
AT THE IN-TOWN PUMPING STATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR DISCHARGE METER UPGRADES AT THE IN-TOWN PUMPING STATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 28, 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 of the following facilities on February 15, 2024 starting at 9:00 a.m.:

- (a) G.C. MacLean (MacLean) Regional Pumping Station (RPS), 875 Lagimodière Boulevard;
- (b) McPhillips RPS, 360 McPhillips Street; and
- (c) W.D. Hurst (Hurst) RPS, 60 Hurst Way.

B3.1.1 The Site Investigation will **commence at the MacLean RPS** located at 875 Lagimodière Boulevard and will proceed to the other locations from there.

- (a) Proponents must provide their own transportation between the facilities.

Note: Hillock Avenue adjacent to the McPhillips RPS is a no parking zone.

B3.1.2 Proponents are requested to register for the Site Investigation by contacting the Consulting Contract Administrator identified in D2.

B3.1.3 Proponents registered for a Site investigation must provide the City of Winnipeg's (City's) Consulting Contract Administrator with a Global Sanctions & Politically Exposed Persons Check obtained not earlier than one (1) year prior to the Site investigation.

- (a) The Global Sanctions & Politically Exposed Persons Check may be obtained from Sterling Talent Solutions. Proponents must have a Sterling Talent Solutions account prior to requesting individual background checks. In the event a Proponent does not have Sterling Talent Solutions account the setup of the account should be done a minimum of 72 hours prior to requesting the first check. A Sterling Talent Solutions 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 PART E - Security Clearance for further information.

- (b) The results of the Global Sanctions & Politically Exposed Persons 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 & Politically Exposed Persons Checks with the City.

B3.1.4 Attendees are required to wear CSA approved safety footwear, hard hats and high visibility vests for the Site Investigations.

B3.1.5 Proponents are advised that the distribution header area at MacLean RPS is classified as a confined space. Personnel entering the distribution header area to inspect the treated water production meters must be properly trained in confined space entry in accordance with Manitoba legislation and their individual company policy. The City of Winnipeg will provide air monitoring equipment for pre-entry requirements and support personnel.

Note: The flow meter chambers at Hurst RPS will not be entered as part of the Site Investigation.

- 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 photographs 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 Proponents are advised that site access is restricted and access to view the site can only be made under the supervision of the Consulting Contract Administrator or their authorized representative.
- B3.5 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.
- B3.6 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.

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

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

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

B7. PROPOSAL SUBMISSION

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

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

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

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

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

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

B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a

Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

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

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the 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.

B9.2 The Proposal shall include a Fixed Fee for the following sections identified in D9 Scope of Services:

- (a) Project Management in accordance with D10;
 - (b) Detailed Design and Tender in accordance with D11;
 - (c) Non-Resident Contract Administration Services in accordance with D12;
 - (d) Commissioning Services in accordance with D14;
 - (e) Record Drawings in accordance with D15;
 - (i) The Fixed Fee for Record Drawings shall be fifteen thousand dollars (\$15,000), to be paid in accordance with D15.4.
 - (f) Post Construction Services in accordance with D16;
 - (g) Additional Work Allowance in accordance with D17;
 - (i) The Proponent shall include an Additional Work Allowance of twenty thousand dollars (\$20,000) in their Proposal.
 - (ii) The additional work allowance is to be used for additional engineering and design services that arise due to unforeseen conditions arising during the project.
 - (iii) The additional work allowance is to be included in the calculation of total Fees proposed by the Proponent.
 - (iv) The additional work allowance shall only be used with written permission of the Consulting Contract Administrator and formally documented in a Change in Scope of Services form.
 - (h) Material Testing Allowance in accordance with D18.
 - (i) The Proponent shall include a Material Testing Allowance of ten thousand dollars (\$10,000) in their Proposal to be administered as described in D18.
- B9.3 The Proposal shall include a Time-Based Fee schedule for the following sections identified in D9 Scope of Services:
- (a) Resident Contract Administration Services in accordance with D13.
 - (i) Time-Based fees shall be based on Contract Administration Services as described in D13.
 - (ii) For Proposal purposes, these fees shall be based on 720 hours of inspection.
 - (iii) The number of hours listed in B9.3(a)(ii) is considered approximate only. The City will use this number for the purpose of comparing proposals.
 - (iv) The number of hours for which payment will be made to the Consultant for Resident Services is to be determined by the actual number of hours worked by the Consultant.
- B9.4 There will be no fee escalation allowed for yearly adjustments, promotions, etc. The fee scale shall be fixed for the duration of the Project.
- B9.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.6 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.
- B9.7 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.
- B9.8 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.
- B9.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.9.1 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 D29. Any such costs shall be determined in accordance with D29.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and each Subconsultant in providing 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 will be evaluated.

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

- (a) A description of the project;
- (b) the role of the consultant;
- (c) the project's original consulting cost and final consulting cost;
 - (i) where the original contracted consulting cost and final consulting cost differ, the Proponent should submit an explanation;
- (d) the project's original contracted price and final cost;
 - (i) where the original contracted price and final cost differ, the Proponent should submit an explanation;
- (e) the design and construction schedule (anticipated project schedule and actual project delivery schedule, showing design separately from construction);
 - (i) where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation;
- (f) the project owner; and
- (g) reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) References may be utilized to verify the information provided in the Proposal.
 - (iii) Other sources not named in the references may be contacted to verify the information provided.

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 automation and electrical professional;
- (c) lead design professional;

- (d) lead structural professional;
- (e) resident contract administrator;
- (f) non-resident contract administrator; and
- (g) any personnel with over 5% of the total project hours

B11.3 Submit the experience and qualifications of the Key Personnel listed in B11.2 for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.4 For each person identified, list at least **two (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 person;
- (c) project owner; and
- (d) reference information (two current names with telephone numbers per project).
 - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (ii) References may be utilized to verify the information provided in the Proposal.
 - (iii) Other sources not named in the references may be contacted to verify the information provided.

B11.5 If a Key Personnel is assigned to multiple roles (as identified in the organizational chart referred to in B11.1.1), **two (2)** comparable projects as detailed in B11.4 are required for **each role** of the Key Personnel.

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;
 - (i) the methodology should be presented in accordance with the Scope of Services identified in D9 – Scope of Services.
- (b) the Proponent's team'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;
- (g) any other issue that conveys your team's understanding of the Project requirements.

B12.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D9 – Scope of Services.

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

B12.3.2 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.

B12.3.3 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.4 For each person identified in B11.2, list the percent of the person's time as a function of the overall 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 (WBS);
- (b) critical dates for review;
- (c) anticipated review and approval periods by the City during the design and tendering phases of the project;
 - (i) two (2) weeks shall be allotted for the City's review of major Project Deliverables;
 - (ii) a four (4) week construction tender period shall be assumed;
 - (iii) a four (4) week construction tender award period shall be assumed;
- (d) Project meetings; and
- (e) submission dates for required Deliverables.

B13.3 The schedule should incorporate the critical dates listed in D24. The Proponent shall give justification in the event that the milestone dates listed in the schedule deviate from the critical stages in D24.

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 is available as a result of contact with the Persons listed below.

B14.2 The Persons are:

- (a) C3 Water Inc.;
- (b) KGS Group; and
- (c) Trek Geotechnical Inc.

B14.3 Additional Material:

- (a) Flowmeter Review and Recommendation (C3 Water Inc., 2020);
- (b) Replacement of Treated Water Production Meters Preliminary Design Report (C3 Water Inc., 2021)
- (c) Hurst Pumping Station Structural Repairs & Drainage Building Upgrades Pipe Loading Assessment (KGS Group, 2020)
- (d) Hurst Pumping Station – Limit State Design Parameters (KGS Group, 2020)

- (e) Hurst Regional Pumping Station Cooling Upgrades Geotechnical Report (Trek Geotechnical Inc., 2021)

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

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

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

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

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

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

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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

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

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

- (a) have successfully carried out services for the programming, design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D6); and
- (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - Security Clearance.

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

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

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

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

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

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

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

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

B18. IRREVOCABLE OFFER

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

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

B19. WITHDRAWAL OF OFFERS

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

B20. INTERVIEWS

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

B21. NEGOTIATIONS

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

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

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

B22. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the 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 D9.4.

B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants (Section C) 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 (Section D) 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 response to B11, including but not limited to the following criteria:

- (a) appropriateness of related years of experience of the Key Personnel;
 - (b) relevancy of experience of the Key Personnel; and
 - (c) 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 (Section E) 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 D29 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Name: Dimitri Eckhardt, E.I.T.

Telephone No. 431-276-9535

Email Address: deckhardt@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 City of Winnipeg has three (3) Regional Pumping Stations (RPSs); W.D. Hurst (Hurst), G.C. MacLean (MacLean), and McPhillips, that supply the regional distribution system.

D3.2 Each RPS has two (2) treated water production meters (one per discharge pipe). The RPSs rely on these production meters for flow pacing of chlorine, which is boosted at the pumping station and used as a secondary disinfectant in the distribution system. The production meters also provide total water production data.

D3.3 The City participated in the American Water Works Association (AWWA) Water Audit Data Initiative project, which identified the production meters as a priority area for attention.

D3.4 In 2020 and 2021, C3 Water Inc. performed a flow meter review and provided the preliminary design (30%) for the replacement of the treated water production meters and addition of secondary flow meters at each RPS under the terms of RFP 889-2017.

D3.4.1 C3 Water Inc. evaluated alternative flowmeter technologies for the replacement of the six (6) existing treated water production meters and the addition of secondary flow meters. It was recommended that the existing flow meters be replaced with inline electromagnetic flow meters (mag-meters) and that Full Profile Insertion (FPI) mag-meters be installed for secondary means of flow measurement.

D3.5 The existing flow meters consist of two (2) venturi flow meters and four (4) inline mag-meters, and are located as follows:

D3.5.1 Two (2) venturi flowmeters located in exterior flow meter chambers at Hurst RPS;

D3.5.2 Two (2) inline mag-meters at MacLean RPS; and

D3.5.3 Two (2) inline mag-meters at McPhillips RPS.

D4. RELEVANT DOCUMENTS

D4.1 Relevant documents and drawings listed in Appendix B are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement. The Non-Disclosure Agreement can be found in Appendix E. The relevant documents and drawings will be released at the sole discretion of the City.

D4.2 Publicly available documentation includes:

- (a) Request for Proposal 889-2017, available on the City of Winnipeg Materials Management website: https://legacy.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=889-2017&YEAR=2017

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**Addendum**" means a written addendum to the RFP issued by the City as set out in B6;
- (b) "**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;
- (c) "**Authority Having Jurisdiction**" means an organization, office or individual responsible for enforcing the requirements of a code, standard or by-law, or for approving equipment, materials, and installation or a procedure;
- (d) "**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;
- (e) "**AWWA**" means American Water Works Association;
- (f) "**CAD**" means Computer Assisted Drawing;
- (g) "**Class 1 Cost Estimate**" means an estimate within an expected accuracy within -10% to +15%;
- (h) "**FAT**" means factory acceptance testing;
- (i) "**Final Construction Report**" means a report containing contract administration documentation as outlined in D16.2;
- (j) "**FPI mag-meter**" means Full Profile Insertion electromagnetic flow meter;
- (k) "**Historical Drawings**" means technical drawings and sketches of the existing facilities, systems, and/or processes that have not been confirmed for accuracy and relevancy to the current installed conditions on Site;
- (l) "**I/O**" means Input/Output;
- (m) "**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;
- (n) "**Mag-meter**" means electromagnetic flow meter;
- (o) "**Material Testing Allowance**" means the cash allowance for the Consultant to arrange and pay for third-party testing services during the course of construction;
- (p) "**MRST**" means Manitoba Retail Sales Tax;
- (q) "**NMS**" means National Master Specification;
- (r) "**O&M**" means Operation and Maintenance;
- (s) "**PCN**" means Proposed Change Notice;
- (t) "**PDF**" means Portable Document Format;
- (u) "**PLC**" means Programmable Logic Computer;
- (v) "**Record Drawings**" means drawings that are prepared by the reviewing professional after verifying in detail the actual conditions of the completed project;
- (w) "**RFI**" means Request for Information;
- (x) "**RPS**" means Regional Pumping Station;
- (y) "**SCADA**" means Supervisory Control and Data Acquisition;

- (z) **“Scope of Services”** means all Services executed under the Contract;
- (aa) **“Substantial Performance”** shall have the meaning attributed to it in the Builders’ Liens Act (Manitoba), or any superseding legislation;
- (bb) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
- (cc) **“WBS”** means Work Breakdown Structure.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1.1 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. 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> 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 clause 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, other Utilities, and City Departments.
- D8.1.6 The following design guides and standards shall apply to the Services:
- (a) City of Winnipeg Water & 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 & 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

D8.2 General Requirements for Project Deliverables

- D8.2.1 Project Deliverables include but are not limited to:
 - (a) Hurst RPS pipe loading assessment technical memorandum as described in D11.6(b);
 - (b) MacLean RPS north foundation wall removal re-evaluation technical memorandum as described in D11.7(a);
 - (c) Detailed design and Tender package as described in D11, including;
 - (i) Detailed design drawings;
 - (ii) Implementation plan;
 - (iii) Technical specifications;
 - (iv) Submittal List;
 - (v) Equipment List; and
 - (vi) Tender documents.
 - (d) Contract administration documentation as described in D12;
 - (e) Commissioning Services as described in D14; and
 - (f) Record Drawings as described in D15.
- D8.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D8.2.3 Where possible, all documents provided as PDF shall be searchable.
- D8.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the critical path method schedule as outlined in B13.2.
- D8.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
 - (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D8.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
 - (a) Draft versions of written documents shall be submitted in Microsoft Word (.docx) native format.
 - (b) All Deliverables shall be submitted to the Consulting Contract Administrator.

D8.3 General Requirements for Drawings

- D8.3.1 The Consultant shall follow and prepare As-built and Record Drawings in accordance with the City of Winnipeg drawing standard indicated in D8.1.6(c).

- D8.3.2 Drawings shall not be prepared using the City's GeoMedia data or Google Earth screen captures, and instead shall be prepared from the legal plans, certificates of title, As-built Drawings, Record Drawings, aerial surveys and/or topographic surveys.
- D8.3.3 All profile components of drawings shall be in natural scale.
- D8.3.4 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
- (a) show modifications to existing drawings by adjusting the existing revision number;
 - (b) drawings that are no longer in use shall be modified by marking them as obsolete;
 - (c) the Consultant acknowledges that not all existing drawings are in CAD files and recreation of the drawing in CAD may be required;
 - (d) the Consultant's professionals are responsible for the content of drawings bearing their seals. If existing drawings are being modified the Consultant shall notify the Consulting Contract Administrator; and
 - (e) Limited liability clauses will not be accepted on any final drawings.
- D8.3.5 The City shall provide Drawing Numbers for all new Drawings that are generated. All references in the final Drawings shall reference the City's Drawing number, and the Consultant's Drawing number.
- (a) Drawing numbers shall be requested from the Water & Waste Department's Supervisor of Drafting & Graphic Services. The following information is required with the request:
 - (i) City File Number;
 - (ii) Project Name;
 - (iii) Tender Number;
 - (iv) Contract Number, and
 - (v) Individual Drawing Titles (in spreadsheet format).
- D8.3.6 Drawings submitted for tender shall be complete with digital stamp.
- D8.3.7 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D8.3.8 All drawings shall be submitted in AutoCAD format version 2019 and on A1 size hard copy format, unless otherwise specified.
- D8.3.9 Draft tender drawings shall be submitted to the City Contract Administrator for review and comment at 60% and 90% completion. Comments shall be reviewed and incorporated into the final tender Drawings, as applicable.
- D8.3.10 The Consultant shall provide as part of each drawing submission, a complete index of drawings in Microsoft Excel (XLS) format. The index shall have filters enabled to facilitate retrieval of information and shall include the following:
- (a) Drawing Number;
 - (b) Sheet Number;
 - (c) Revision Number;
 - (d) Drawing Title;
 - (e) Date of Issue;
 - (f) Type (eg: Electrical, Mechanical, Civil etc.);
 - (g) Tender Number.

D8.4 General Requirements for Specifications

- D8.4.1 The City of Winnipeg Standard Construction Specifications shall be used where applicable. The City of Winnipeg Construction Specification is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at www.winnipeg.ca/matmgt/Spec/Default.stm.
- D8.4.2 The specifications for process, instrumentation, controls, and building upgrades shall follow the NMS format.
- D8.4.3 The Consultant shall review with the City the special requirements for materials of construction and/or process which shall be incorporated into the specifications.

D8.5 Equipment List

- D8.5.1 At all draft drawing and specification submittals, submit a draft equipment list for all new equipment to be installed as part of the work. A sample equipment list can be found in Appendix C. The City will provide comments on the draft equipment list. Comments shall be reviewed and incorporated into the final Tender submission, as applicable.
- D8.5.2 Meet with City staff to determine:
- (a) City staff training requirements for each piece of equipment;
 - (b) quantities if the work requires multiples of the same equipment with the same identification;
 - (c) spare parts requirements for each piece of equipment;
 - (d) submittal requirements (e.g. shop drawings, operations and maintenance information, product datasheets, etc.) for each piece of equipment; and
 - (e) lamacoid name and type for each piece of equipment.

D8.6 Submittal List

- D8.6.1 At all draft specification submittals, submit a draft submittal list. A sample submittal list can be found in Appendix D. The City will provide comments on the draft submittal list. Comments shall be reviewed and incorporated into the final Tender submission, as applicable.

D8.7 General Requirements for Photographs

- D8.7.1 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.

D8.8 General Requirements for Meetings

- D8.8.1 Schedule and chair Project meetings
- (a) Provide an agenda a minimum of two (2) Business Days before the meeting date.
 - (b) Provide meeting minutes within three (3) Business Days after the meeting date.

D9. SCOPE OF SERVICES

- D9.1 The Services required under this Contract generally consist of consulting engineering design and contract administration services to facilitate the replacement of the existing treated water production meters and addition of secondary flow meters at the RPSs in accordance with the following:
- (a) Project Management in accordance with D10;
 - (b) Detailed Design and Tender in accordance with D11;

- (c) Non-Resident Services in accordance with D12;
- (d) Resident Services in accordance with D13;
- (e) Commissioning Services in accordance with D14;
- (f) Record Drawings in accordance with D15; and
- (g) Post Construction Services in accordance with D16.

D9.2 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.

D9.3 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this Project. These services are specific to design and contract administration services.

- (a) If a discrepancy occurs between the main body of this RFP and Appendix A, the main body of this RFP shall govern.

D9.4 The funds available for this Contract are \$520,000.

D10. PROJECT MANAGEMENT

D10.1 Plan, organize, secure, and manage resources to complete the phases outlined in D11 to D16.

D10.2 Create and submit a project management plan no later than two (2) weeks after Project Award. The project management plan shall include but not be limited to:

- (a) Scope and Schedule
 - (i) Include the schedule information required in B13.
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) The City's Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
- (b) Budget
 - (i) Include the information required in B9.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - (i) field surveying procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.

- (d) Human Resources
 - (i) Describe the team organizational and management approach.
 - (ii) Include an organizational chart.
- (e) Communication
 - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Change Management Plan
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
- (g) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all Project Deliverables.
- (h) Risk Management Plan
 - (i) Develop a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
 - (iii) Outline process for updating the risk management plan in various phases of the Project.

D10.3 Submit monthly project status reports, including the following:

- (a) work carried out in the previous month;
- (b) work in progress;
- (c) work anticipated for the following month, including projected person-hours;
- (d) percentage completion of each task and the overall Project;
- (e) information requests for the following month;
- (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 to the Project Management 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).

D10.3.1 Monthly project status reports shall be a maximum of two (2) pages and be submitted within three (3) days of the month's end.

D10.4 Coordinate regular 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 and operational issues with City personnel.

- (a) Project meetings shall be held monthly during design stages.
 - (i) If critical design dates outlined in D24 are not achieved during the design stages, regular project meeting frequency shall increase to every two weeks until the design stage is complete. No additional fees will be contemplated for additional meetings.
- (b) The frequency of meetings may vary based upon the level of project activity.
- (c) Project meetings may be required during the course of construction if there are concerns with the Consultant's delivery of the project.

- D10.5 In addition to the regular Project meetings detailed in D10.4, schedule and chair milestone meetings and provide minutes at the following stages:
- (a) project kick-off meeting – to be scheduled immediately upon award of the Project;
 - (b) upon completion of the draft 60% detailed design and tender documents;
 - (c) upon completion of the draft 90% detailed design and tender documents;
 - (d) a pre-construction meeting – to be scheduled upon award of the construction contract;
 - (e) three (3) pre-mobilization meetings – to be scheduled approximately one week prior to the contractor’s planned site mobilization to each site; and
 - (f) Project completion meeting – to be scheduled upon notification of the construction contract Total Performance.
- D10.5.1 Additional meetings may be required in the event that issues arise during the course of the Project.
- D10.6 Provide at least one (1) week’s notice prior to any Site visit or work that will require assistance from City personnel.
- D10.7 Carry out other project management activities as required.

D11. DETAILED DESIGN AND TENDER

- D11.1 The Consultant shall provide all necessary professional services as required to prepare the detailed design and tender submission for the treated water production meter upgrades at the MacLean, Hurst, and McPhillips RPSs as described in D11.3.
- D11.1.1 The detailed design shall address technical and operational issues, reliability/redundancy and safety concerns, and all current applicable code requirements.
- D11.1.2 The work associated with the creation of SCADA interfaces will be the responsibility of the City.
- D11.1.3 Identify all permits necessary for construction and submit the applicable design summaries to the authority having jurisdiction.
- D11.2 Review all pertinent background information including, but not limited to:
- (a) existing drawings;
 - (b) past bid opportunities; and
 - (c) the flowmeter review and preliminary design report contained in Appendix B.
- D11.3 The detailed design scope of work for the discharge meter upgrades at the RPSs shall be based on the recommendations outlined in “Replacement of Treated Water Production Meters Preliminary Design Report” prepared by C3 Water Inc. and included in Appendix B. The recommendations include, but are not limited to:
- (a) Hurst RPS
 - (i) Construction of two (2) new flowmeter chambers in the location of the existing flowmeter chambers;
 - (ii) Installation of two (2) 750mm inline mag-meters as the primary flowmeters; and
 - (iii) Installation of two (2) 750mm FPI mag-meters for provision of secondary flow measurement.
 - (b) MacLean RPS
 - (i) Replacement of the existing 900mm inline mag-meters with two (2) new 750mm inline mag-meters;
 - (ii) Installation of one (1) new 1200mm FPI mag-meter on the discharge header between Pump 23 and Pump 25 for provision of secondary flow measurement; and
 - (iii) Piping modifications at both primary flowmeter locations.

(c) McPhillips RPS

- (i) Replacement of the existing 900mm inline mag-meters with two (2) new 900mm inline mag-meters; and
- (ii) Installation of one (1) new 600mm FPI mag-meter on the Pump 3 discharge pipe for provision of secondary flow measurement.

D11.4 General Design Requirements

D11.4.1 Provide detailed design for new treated water production meters and addition of secondary flowmeters, including electrical and PLC tie-ins, with a level of accuracy of $\pm 0.5\%$ for flows above 30 MLD at each RPS.

D11.5 Implementation Plan

D11.5.1 Maintaining RPS operation is critical to satisfying system demand. Prepare a plan outlining the requirements and steps for successful implementation of the design, while maintaining system operation.

D11.5.2 The implementation plan shall be suitable for both City and Contractor use.

D11.5.3 The implementation plan shall include, but not be limited to:

- (a) Construction schedule and sequence of steps, detailing required isolations and acceptable durations. Take into consideration specific site constraints (e.g. buried infrastructure, space restrictions, etc.), and operational requirements;
 - (i) Only one side of the discharge header at any RPS shall be taken out of service at a time. Once one flowmeter is commissioned, the next flowmeter replacement may commence.
 - (ii) Discharge headers will not be permitted to be taken out of service during the high water demand period between May 1st and September 30th in any given year.
- (b) Controls to maintain system operation at each RPS;
- (c) Temporary construction requirements;
- (d) Risk analysis; and
- (e) Contingency plans to mitigate the risks.

D11.6 Site Specific Requirements - Hurst RPS:

- (a) Conduct a topographical survey and provide any necessary geotechnical investigation and soil testing to facilitate the foundation design and construction of two (2) new flowmeter chambers in the same location as the existing flowmeter chambers;
 - (i) Reference geotechnical reports are included in Appendix B - Relevant Documents for information purposes.
- (b) Conduct a pipe loading assessment;
 - (i) Review and assess the buried infrastructure in the vicinity of the Work to determine whether any restrictions are required in terms of equipment loading and/or construction methodology. This infrastructure includes, but is not limited to:
 - ◆ Reservoir yard piping;
 - ◆ Valve chambers;
 - ◆ Hurst RPS discharge piping; and
 - ◆ Feeder mains.
 - (ii) Summarize the results of the loading assessment in a technical memorandum addressed to the Consulting Contract Administrator.
 - (iii) Include any required load restrictions in the construction tender package.
 - (iv) A reference loading assessment report is included in Appendix B – Relevant Documents for information purposes.

- (c) Demolition and removal of the two existing flowmeter chambers;
- (d) Detailed design for two (2) new flow meter chambers and associated piping in the location of the existing flowmeter chambers, including:
 - (i) New inline mag-meters as the primary flowmeters;
 - (ii) New FPI mag-meters as the secondary flowmeters;
 - (iii) Manhole access and removable roof slabs;
 - (iv) Exterior waterproofing;
 - (v) Heating and insulation;
 - (vi) Built-in sump pump system; and
 - (vii) Low temperature and high water level alarms to be tied into SCADA.

D11.7 Site Specific Requirements - MacLean RPS:

- (a) Re-evaluate the recommendation of the preliminary design to remove a section of the north foundation wall temporarily to accommodate additional pipe lengths upstream of the proposed new flowmeter.
 - (i) The recommended option shall be compared with installation of the proposed new flowmeter in the location of the existing flowmeter.
 - (ii) The evaluation shall consider the risks and estimated costs of both options as well as the difference in the expected flowmeter accuracy between both options.
 - (iii) Summarize the results of the evaluation in a technical memorandum addressed to the Consulting Contract Administrator.
 - (iv) The detailed design scope of work shall be based on the recommendations of this evaluation.
 - ◆ For proposal purposes, assume that partial demolition of the north foundation wall will not be required and that the new primary flowmeter will be installed in the location of the existing flow meter.
- (b) Detailed design for two (2) new inline mag-meters as the primary flowmeters; and
- (c) Detailed design for one (1) FPI mag-meter as the secondary flowmeter.

D11.8 Site Specific Requirements - McPhillips RPS:

- (a) Detailed design for two (2) new inline mag-meters as the primary flowmeters; and
- (b) Detailed design for one (1) FPI mag-meter as the secondary flowmeter.

D11.9 Asbestos Containing Materials

- (a) Review City documentation detailing the locations of presumed and confirmed asbestos containing materials.
- (b) Prepare asbestos abatement requirements for the areas affected by the discharge meter upgrades to be included in the tender package.

D11.10 Conduct field surveys and investigations to verify the existing conditions and to supplement all available information. Notify the Consulting Contract Administrator if existing conditions are found to deviate from City records.

D11.11 The detailed design shall address technical and operational issues, reliability and safety concerns, and all current applicable code requirements.

D11.12 Prepare a detailed design and tender package for the treated water production meter upgrades at the RPSs, including:

- (a) detailed design Drawings from all disciplines;
- (b) technical specifications;
- (c) tender document;
- (d) implementation plan (see D11.5);

- (e) commissioning plan (see D14.2);
 - (f) process control narrative(s), updates only as applicable;
 - (g) equipment list (see D8.5);
 - (h) submittal list (see D8.6);
 - (i) cable lists and lamacoid schedules as applicable;
 - (j) I/O lists for PLC modifications;
 - (k) applicable reference drawings of the existing Site and equipment; and
 - (l) any other applicable information required by the contractor.
- D11.12.1 Submit one (1) electronic copy of the 60% draft detailed tender package for all aspects of the work, including detailed construction drawings, technical specifications, equipment list, submittal list, and implementation plan.
- (a) The Consultant is encouraged to submit for review at an earlier stage for any individual components that may be of interest to the City or where City direction is required. Coordinate with the Consulting Contract Administrator as required.
 - (b) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
 - (c) The electronic copies of the draft Drawings shall be submitted in PDF format.
 - (d) Conduct a meeting to review the City's comments on the 60% draft tender documents.
- D11.12.2 Submit one (1) electronic copy of the 90% draft detailed tender package for all aspects of the work, including all tender package items listed in D11.12.
- (a) Submit electronic copies of the draft tender document and technical specifications in Microsoft Word format.
 - (b) The electronic copies of the draft Drawings shall be submitted in PDF format.
 - (c) Conduct a meeting to review the City's comments on the 90% draft tender package.
 - (d) Incorporate all City comments into the final tender package.
- D11.12.3 Technical Specifications Requirements
- (a) The technical specifications shall cover all disciplines and scope of work in NMS format. Ensure the following are included:
 - (i) submittal requirements;
 - (ii) quality assurance requirements;
 - (iii) validation requirements;
 - (iv) commissioning requirements; and
 - (v) O&M requirements.
- D11.13 Prepare the tender document utilizing the appropriate City template from Materials Management. Identify and comply with all Materials Management policies and requirements.
- D11.14 All construction Drawings shall have a Water and Waste Department drawing number assigned before the work is tendered. Drawing numbers shall be requested through the Consulting Contract Administrator.
- D11.15 Prepare a Class 1 Cost Estimate following incorporation of City Review comments of the 90% tender package submission.
- D11.15.1 The Class 1 Cost Estimate shall, at minimum:
- (i) list all assumptions and exclusions for the estimate (e.g. currency exchange rates, labour rates; project delivery method, basis for labour hours, etc.);

- (ii) include line item take-offs for equipment, materials, and rentals showing the unit price, unit labour hours, and quantities. Material costs and labour hours to be extended out based on indicated quantities;
- (iii) include assumed base labour rates;
- (iv) include general condition costs including but not limited to bonding, insurance, permits, as-built drawings, shop drawings, and health and safety;
- (v) include mark-ups for general contractor, division trades, and sub-trades; and
- (vi) include MRST as applicable.

D11.15.2 The Class 1 Cost Estimate shall be submitted at least one (1) week prior to sending the tender for posting by the Materials Management division.

D11.15.3 Prepare an estimated construction schedule.

D11.16 Submit two (2) paper copies and one (1) electronic PDF copy of the detailed design notes package, including detailed engineering calculations, Drawings and criteria assumed and employed in the design(s).

D11.17 Procurement

- (a) Arrange for advertisement of the tender package with the City's Materials Management Division.
- (b) Provide appropriate response to bidders and advice to the City during the tender posting period.
- (c) Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City
- (d) Issue addenda to the bid opportunity, as required.
- (e) Arrange for and attend two (2) bidder's site investigations.
- (f) Evaluate the bids received and provide an award of contract recommendation letter.
- (g) If the bids deviate more than 15% from the Class 1 Cost Estimate, provide justification for the difference in pricing in the award recommendation letter.

D12. NON-RESIDENT CONTRACT ADMINISTRATION SERVICES

D12.1 Administer the construction contract.

D12.2 Use the appropriate City templates throughout the course of the Project. All documents can be found on the City's Infrastructure Planning Office website:
<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>

Relevant documents include:

- (a) pre-construction meeting agenda and meeting minutes;
- (b) proposed change notice;
- (c) proposed change notice log;
- (d) request for information (RFI);
- (e) RFI log;
- (f) field instruction;
- (g) field instruction log;
- (h) contract change log;
- (i) change of work order (CWO);
- (j) decision log;
- (k) daily construction report;

- (l) inspection report;
 - (m) meeting minutes;
 - (n) site meeting minutes;
 - (o) project status report;
 - (p) Certificate of Substantial Performance;
 - (q) Certificate of Total Performance; and
 - (r) Certificate of Acceptance.
- D12.3 Conduct a pre-construction meeting immediately after award of the construction tender and provide minutes.
- D12.4 Conduct pre-mobilization meetings approximately one week prior to contractor mobilization to each Site. The meetings shall be held at the RPSs.
- D12.5 Prior to construction, prepare and submit a written and photographic record of the physical condition of the Work area, existing facilities, and structures sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D12.6 Coordinate with the contractor for completion of permits, if applicable in a timely manner.
- D12.7 Review and accept contractor submittals (i.e. shop Drawings, safe work plan, etc.) supplied by the contractor or supplier. Each submittal shall be reviewed by a Professional Engineer.
- D12.8 Review and report to the City on laboratory, shop, and other test results conducted upon materials and/or equipment.
- D12.9 Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the Consultant, immediately following receipt or dispatch by the Consultant.
- D12.10 Coordinate and prepare proposed change notices (PCN's) regarding the contractor scope of work as required. This may include the preparation of specifications and Drawings for the PCN.
- D12.11 Review extra work claims submitted by the contractor. Prepare and process change work orders (CWO's) accordingly in a timely manner.
- D12.12 Review and respond to contractor RFIs in a timely manner.
- D12.13 Prepare contractor field instructions/clarifications/directives as required.
- D12.14 Interpret technical aspects of the contract as requested by the City.
- D12.15 Coordinate regular construction review meetings. The meetings shall include representatives of the City and the contractor. The meetings shall be used to update the City on the status of construction, and to discuss any other construction related issues.
- (a) The typical frequency of meetings shall be biweekly during the course of construction, although meeting frequency may vary based upon the level of construction activity.
 - (b) Prepare and distribute meeting minutes within three (3) Business Days. Update the meeting minutes with corrections from other parties. Items requiring immediate actions shall be emailed prior to issuance of the meeting minutes.
- D12.16 Prepare, certify, and submit progress estimates to the City for payment to the contractor for construction performed in accordance with the Drawings and specifications.
- D12.17 Coordinate and lead a comprehensive, detailed inspection prior to substantial performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.

- D12.18 Make a recommendation to the Consulting Contract Administrator when the contractor has achieved substantial performance and upon approval, prepare and issue a certificate of substantial performance.
- D12.19 Coordinate and lead a comprehensive, detailed inspection prior to total performance, including the contractor and the City. Document and report on all issues identified and coordinate completion of the issues.
- D12.20 Make a recommendation to the Consulting Contract Administrator when the contractor has achieved total performance and upon approval, prepare and issue a certificate of total performance.

D13. RESIDENT CONTRACT ADMINISTRATION SERVICES

- D13.1 Provide part-time inspection services when the contractor is on-site to ensure that the construction conforms to the design Drawings and specifications.
- D13.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.
- D13.3 Provide a weekly construction report during the course of construction. The weekly construction report shall include, but is not be limited to:
- (a) working days and days lost due to inclement weather or unforeseen conditions during the course of construction; and
 - (b) written and photographic records of the construction, including construction progress;
 - (i) Provide a brief caption description of each photograph.
- D13.4 Keep a continuous record of project activities including but not limited to weekly reports, photographic record of construction work and equipment, working days and days lost to inclement weather, teleconferences, emails, inspections and observations sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages arising from the Project.
- D13.5 Witness quality control/assurance procedures implemented by the contractor.
- D13.6 Arrange for and carry out testing of materials utilized by the contractor.
- (a) Notwithstanding C1.1(b), the cost to the Consultant for the provision of third-party testing, as authorized by the Consulting Contract Administrator, will be reimbursed as an Allowable Disbursement under the Material Testing Allowance outlined in D18.
 - (b) The Consultant shall ensure that selected third-party services are provided at competitive market rates.
 - (c) Costs shall be substantiated by the provision of suitable documentation.
- D13.7 Prepare, update, maintain and coordinate a deficiency list of all issues identified during inspections. Coordinate remediation of the deficiency list with the contractor.

D14. COMMISSIONING SERVICES

- D14.1 The Consultant is responsible for the planning and leadership of the overall commissioning activities. While the contractor and the City may perform specific commissioning tasks, this does not reduce or eliminate the Consultant's responsibilities. Schedule and coordinate all commissioning work in coordination with the contractor's schedule.
- D14.2 Commissioning Plan
- (a) Prepare project commissioning plans for the various construction items to detail the commissioning processes, roles and responsibilities, commissioning specifications and

objectives, procedures, verification and certification requirements and documentation and acceptance criteria for the project.

- (i) Identify all work items requiring commissioning.
 - (ii) Clearly indicate the tasks required and the party responsible for each task.
 - (iii) Include all disciplines and coordination between the disciplines.
 - (iv) Include all pre-commissioning requirements.
 - (v) Include all phasing requirements.
 - (vi) Integrate a project training plan within the project commissioning plan. Identify all operations and maintenance training requirements, the responsible party (Contractor, Consultant, supplier, etc.) and an outline of the content of each training session. As part of the commissioning process, the Consultant shall provide resources to train City personnel on any areas of gaps that are not addressed by the other planned training providers.
 - (vii) Include verification forms with the commissioning plan.
- (b) Ensure the integration of Contractor commissioning requirements into the tender package.
 - (c) The Project Commissioning Plan may be produced in NMS style format.

D14.3 Commissioning Services

- (a) Provide comprehensive leadership during the commissioning of the works. The Consultant has the responsibility to ensure that all commissioning activities are carried out to ensure all equipment is fully operational upon completion of the project.
- (b) Consult with and advise the City during the course of commissioning.
- (c) Coordinate closely with City operations personnel throughout the course of the commissioning process. Ensure that City operations personnel are always aware of the current commissioning status and any upcoming operational requirements or impacts.
- (d) Monitor commissioning activities, witness and certify the accuracy of the reported results.
- (e) Sign off on all commissioning records.
- (f) Compile and hand over to the City all commissioning documentation, including but not limited to:
 - (i) commissioning plans and procedures;
 - (ii) evidence of commissioning verification;
 - (iii) deficiency reports and corrective actions taken;
 - (iv) training material and records; and
 - (v) any other commissioning documents.

D15. RECORD DRAWINGS

D15.1 Record drawings are to be submitted in two phases:

- (a) Preliminary Record Drawings (as digital PDF files and a transmittal); and
- (b) Final Record Drawings (on paper, and as digital AutoCAD files and PDF file).

D15.2 Preliminary Record Drawings

- (a) The Consultant shall prepare and submit Preliminary Record Drawings within two (2) months of the Total Performance of the construction contract.
- (b) The preliminary Record Drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of separate full-size (A1 Oversize) drawings as PDF files for the Works.
- (c) Record drawings are to include all construction details and materials of the competed works, including the following:

- (i) All construction details,
 - (ii) Complete materials list for each individual component installed,
 - (iii) Date of installation of Works (Substantial Performance), and
 - (iv) Installation Contractor.
- (d) The reviewed Record Drawings will be returned with comments (if any) for completion.

D15.3 Final Record Drawings

- (a) Once all revisions have been made by the Consultant, submit one (1) complete set of full size (A1 Oversize) drawings or the Works, complete with the preliminary prints with comments, and the digital AutoCAD and PDF file for each Record Drawing to the Department's Supervisor of Drafting & Graphic Services. Each drawing must have the Water and Waste Department drawing number assigned to that drawing.
- (i) Submit the Final Record Drawings within one month of receipt of comments from the Department.
- (b) All sealed Construction documents produced for the project are required to be updated to become sealed Record Drawings. The Record Drawings shall include all changes from the final construction work.
- (c) Final Record Drawings shall be sealed by a Professional Engineer with tracked document revision history.
- (d) Final Record Drawings must be sealed with either a P. Eng. Stamp, or a secure digital stamp.

D15.4 Payment for Record Drawings will be as Follows:

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

D15.5 Record Drawings shall adhere to the General Requirements for Drawings as described in D8.3.

D16. POST CONSTRUCTION SERVICES

D16.1 Confirm and ensure complete turnover of project documentation (shop Drawings, contractor mark-up Drawings, operation and maintenance manuals, warranty information, design notes and calculations, etc.) to the City by the contractor and verify that the documents are in conformance with the construction contract.

D16.2 Provide a Final Construction Report to the City within two months of total performance. The Final Construction Report shall include the following:

- (a) A brief summary of the project, including:
 - (i) services accomplished, including the initial and final scope of the Project;
 - (ii) issues encountered during the Project and the resolutions achieved; and
 - (iii) final contract cost.
- (b) Appendices, including:
 - (i) photographs – typical pre-construction, during construction, and post-construction photographs;
 - (ii) cost summary;
 - (iii) tabulation of tenders;
 - (iv) change orders;
 - (v) summary of progress payments;
 - (vi) final contract schedule;
 - (vii) subcontractor list;
 - (viii) weekly reports;
 - (ix) progress meeting minutes;

- (x) shop Drawings/submittals;
- (xi) field instructions;
- (xii) contractor RFI's & responses;
- (xiii) material test reports;
- (xiv) warranty information;
- (xv) validation documentation;
- (xvi) commissioning documentation; and
- (xvii) certificates of substantial & total performance.

D16.2.1 The Consultant shall submit two (2) paper copies and one (1) electronic PDF copy of the Final Construction Report.

D16.3 Provide one (1) year of warranty services tied to the date of substantial performance. The warranty services shall include but are not limited to the following:

- (a) provision of inspection services, at the request of the City, during the warranty period of the construction contract to advise the City in writing of any deficiencies and the proposed resolution of the deficiencies. Upon approval of the City, provide the contractor appropriate notice to correct the deficiencies;
- (b) determination if corrective work is part of contractor's warranty;
- (c) liaison and coordination with the contractor to repair defective work;
- (d) conduction of the inspection and approval of warranty work;
- (e) issuance of instructions for correction of deficiencies;
- (f) review of updates to the operation and maintenance manuals and resolve deficiencies;
- (g) respond to requests of the City related to the Project; and
- (h) provision of a detailed inspection of the Project with the contractor and the City prior to the end of the warranty period and provide to the City in written form associated itemized deficiency list or appropriate recommendation of acceptance of the construction contract work.

D16.4 Coordinate with the installation contractor and equipment supplier to provide five (5) full sets of all Operation & Maintenance manuals to the City for all meter system components.

D16.4.1 Provide additional electronic PDF copies of the Operation & Maintenance manuals if available.

D17. ADDITIONAL WORK ALLOWANCE

D17.1 The additional work allowance is to be used for engineering and design services that arise due to unforeseen conditions arising in the Project. When such work arises, the Consultant will prepare a concise scope of work and cost proposal in collaboration with the Consulting Contract Administrator. The proposal shall be submitted to the Consulting Contract Administrator for final approval. No additional work shall start prior to this approval.

D18. MATERIAL TESTING ALLOWANCE

D18.1 The Material Testing Allowance in the amount of ten thousand dollars (\$10,000) is to be used for the Consultant to directly engage and retain third-party testing agencies to perform quality control material testing during the course of construction.

D18.2 Expenditures under the Material Testing Allowance shall be authorized by the City's Consulting Contract Administrator, unless they were clearly indicated within the submitted Proposal under B9.

D18.3 Invoices sent to the City that include payment from the Cash Allowance shall include the associated invoice. Third party invoices shall clearly indicate the project name or City project number.

D18.4 Where the actual cost of the Cash Allowance exceeds the amount of the allowance, the Consultant shall be compensated for the excess incurred and substantiated plus the amounts outlined in C8.4. Where the actual cost of the material testing is less than the amount of the cash allowance, the City shall be credited for the unexpended portion of the cash allowance.

D19. SITE SECURITY

D19.1 Each individual proposed to perform work under this Contract and within the RPSs shall be required to obtain security clearances as described in PART E - Security Clearance.

D19.2 The Consultant will be issued keys for access to the RPSs under the following conditions:

- (a) The Consultant shall provide the name and contact information for the person in charge and responsible for the key;
- (b) The Consultant is to coordinate with the City of Winnipeg on the number of keys that will be required;
- (c) A ten thousand dollar (\$10,000.00) deposit will be held back once the keys are issued to the consultant;
- (d) The Consultant is to immediately report any lost keys and return any damaged or non-functioning keys for replacement; and
- (e) The Consultant is to return all keys prior to Total Performance. On return of all keys, including damaged keys, the ten thousand dollar (\$10,000.00) deposit will be released.

D19.3 Additional protocols for accessing the Site will be provided at the project kick-off meeting.

SUBMISSIONS

D20. AUTHORITY TO CARRY ON BUSINESS

D20.1 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.

D21. SAFE WORK PLAN

D21.1 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.

D21.2 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>

D22. INSURANCE

D22.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

- D22.2 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 \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D22.2.1 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.
- D22.3 The policies required in D22.2(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.
- D22.4 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 D22.2(a) and D22.2(b).
- D22.5 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 D22.2(a) and D22.2(c).
- D22.6 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 D22.9.
- D22.7 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.
- D22.8 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.
- D22.9 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

D23. COMMENCEMENT

- D23.1 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.
- D23.2 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 D20;
 - (ii) the Safe Work Plan specified in D21; and
 - (iii) evidence of the insurance specified in D22.
 - (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 D27.1
- D23.3 The City intends to award this Contract by April 5, 2024.
- D23.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages will be adjusted by the difference between the intended and actual date of award.

D24. CRITICAL STAGES

- D24.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) submission of technical memorandums shall be made no later than May 31, 2024;
 - (b) submission of 60% tender documents shall be made no later than July 29, 2024;
 - (c) submission of 90% tender documents shall be made no later than November 4, 2024;
 - (d) tender documents posted to MERX no later than December 16, 2024;
 - (e) construction tender to be awarded by February 25, 2025; and
 - (f) Substantial Performance of the construction contract by May 1, 2026.

D25. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D25.1 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.
- D25.2 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.
- D25.3 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.
- D25.4 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 D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D25.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D25.6 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

D26. INVOICES

- D26.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB, R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D26.2 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.
- D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D27. PAYMENT

- D27.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D28. DISPUTE RESOLUTION

- D28.1 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 D28.
- D28.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D28.3 The entire text of C17.5 is deleted, and amended to read:
- If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit 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.

- D28.4 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.
- D28.4.1 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.
- D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D28.4.3 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.
- D28.4.4 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 D28.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 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.
- D29.2 Further to D29.1, in the event that the obligations in D29 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.
- D29.3 For the purposes of D29:
- (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.

D29.4 Modified Insurance Requirements

D29.4.1 If not already required under the insurance requirements identified in D22, 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.

D29.4.2 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.

D29.4.3 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.

D29.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Consultant

D29.5.1 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.

D29.5.2 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;

D29.5.3 in relation to this Contract or the Work.

D29.6 Records Retention and Audits

D29.6.1 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.

D29.6.2 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 D29.6.1 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.

D29.7 Other Obligations

- D29.7.1 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.
- D29.7.2 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.
- D29.7.3 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.
- D29.7.4 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.
- D29.7.5 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.
- D29.7.6 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 OR managedsupport@sterlingcheck.com

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

- (a) Sterling BackCheck;
 - (i) See E1.1.1 (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 Consulting 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 Consulting 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 Consulting 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.