



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1143-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR MAJOR
FLOOD MANUAL UPGRADE**

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR MAJOR FLOOD MANUAL UPGRADE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 16, 2015.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager 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.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Prices (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented 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 team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. PRICES (SECTION B)

B8.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B8.2 Adjustments to Prices will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Price based on changes in the Project budget or the Final Total Cost.
- B8.3 Notwithstanding C1.1(b), Prices shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Proponent should detail their Project Managers and prices associated with Project Management;
- B8.5 The Proponent should detail required meetings with the City of Winnipeg staff and provide prices for meetings.
- B8.6 For the Consultants that have no prior experience in developing the City's Flood Manual (FM), they will need to provide sufficient details and prices on how they will familiarize themselves with the overall construct of the FM; which includes the various procedures used to define flood proofing activities, the full understanding of the inner workings of the Hydraulic Profile Calculator and identifying current code obsolescence/issues.
- B8.7 Notwithstanding C10.1, Prices 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.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 The Proposal should include general firm profile information, including years in business, number of employees and other pertinent information for the Project Team (Proponent and all Subconsultants).
- B9.2 Proposals should include:
- (a) Details demonstrating the history and experience of the Project Team in providing software development services for large scale web-based application systems relevant to the scope of services outlined in D4;
 - (b) Details of prior working arrangements for the proposed Project Team. Highlight previous joint projects similar in size to this Project including length and scope of the projects, methods of communications between companies, and required level of interaction and communication;
 - (c) Details of prior work for the City of Winnipeg; highlight projects relevant to the proposed scope of services.
- B9.3 For each project listed in B9.2(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) high-level description of technology stack and software component used for application development;
 - (d) details of the original estimate and final project costs and schedules;
 - (e) project owner;
 - (f) reference information (one current name with telephone number and email address per project).
- B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to the overall team formation and coordination of team members. Include relevant discussion on the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Proponents representative, managers of the key disciplines and lead designers.
- (a) Roles of each of the Key Personnel in the Project should be identified in an organizational chart.
 - (b) Proposed Personnel assigned in Business and Requirement Analysis must meet the following minimum qualification and experience:
 - (i) At least 2 years' experience in Requirement Analysis of IT systems;
 - (ii) At least 2 years' experience in Use Case development of IT systems.
 - (c) Proposed Personnel assigned to develop the IT Solution Design and IT Software Architecture must meet the following minimum qualification and experience:
 - (i) Knowledgeable in n-tier software development and developing web applications using the .NET Model View Controller (MVC) framework;
 - (ii) At least 3 years' experience in developing IT Solution Architectures for projects of comparable size and complexity.
 - (d) Proposed Personnel assigned to Software Development and Programming must meet the following minimum qualification and experience:
 - (i) At least 2 years of experience programming in ASP.Net;
 - (ii) At least 5 years of experience developing solutions using SQL Server;
 - (iii) At least 3 years of experience programming in C#;
 - (iv) At least 2 years of experience programming in Geographic Information Systems (GIS) (Geomedia Web Map 2013 is preferred).
 - (e) Proposed Personnel assigned to the Project Management of the software development effort must meet the following minimum qualification and experience:
 - (i) Certification in PRINCE2 and/or Project Management Professional (PMP)
 - (ii) At least 3 years of experience managing software development projects.
 - (f) For each person identified, list at least two comparable projects in which they have played a primary or similar role. 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:
 - (i) Description of project;
 - (ii) Role of the person;
 - (iii) Project Owner;
 - (iv) Reference information (one current name with telephone number and email address per project).
 - (g) For each person identified, list the percent of their time for an average month's workload that will be dedicated to this Project; information may be separated based on key project tasks.
- B10.3 Proposals should detail hourly rates for all Key Personnel. General hourly rates may be identified for specific task-oriented staff.
- B10.4 Proposals should discuss the availability of backup resources to Key Personnel who are currently employed by the Proponent.
- (a) Proponent requests for changes in personnel to this Project must be submitted to the Project Manager for approval in writing. There shall be no negative financial or schedule impacts to the Project as a result of staffing changes to the Project Team.

- (b) Backup resources must have the equivalent (or higher) qualifications than that of the originally assigned personnel.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 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.
- B11.2 Describe your approach and methodology in undertaking this Project as per the Scope of Services identified in D4. At a minimum, proposals must address:
- (a) The team's understanding of the overall objectives of this Project;
 - (b) The team's understanding of the broad functional and technical requirements in delivering this Project;
 - (c) The team's understanding of any specific considerations and risks that may impact the Project;
 - (d) The proposed Project budget and schedule;
 - (e) The requirements of the City to facilitate this Project;
 - (f) Key project deliverables at each phase of the Project; and
 - (g) Any other issue that conveys your team's understanding of the Project requirements.
- B11.3 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management and cost, quality, and schedule control proposed to be used for the project.
- B11.4 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services as identified in D4.
- (a) In general, milestone meetings should be associated with the presentation of a key deliverable and/or at critical decision making points in the project;
 - (b) The schedule provided must be realistic and attainable.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during all phases of the Project. Reasonable times should be allowed for completion of these processes.
- B12.3 The project should have assumptions on blocks of time, e.g. spring flood periods and annual Flood Manual "shoebox" updates when key staff (engineering/operations) will likely not be available to work on the FM.
- B12.4 For the purpose of establishing a schedule for the proposal, the Proponent should assume a project award date of February 15, 2015.
- B12.5 It is the City's intent to complete this project on schedule and within a timeframe of approximately two years. The Proponent should detail what tools and techniques they propose to utilize to ensure the schedule does not slip.
- (a) The Proponent must provide enough information to assure the evaluation team that the proposed resources are available to meet the proposed schedule.

- (b) Deviation from the schedule, as accepted following any negotiations of this proposal, will require that the Proponent issue a change of schedule to document the reasons for the change and to seek approval for a revised schedule.
- (c) If the project fails to progress continuously with the services as outlined in the proposal, the City reserves the right to terminate the contract.

B13. QUALIFICATION

B13.1 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;
- (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.

B13.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B13.3 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) be an engineering company with strong municipal and water resources groups, with software development and support capabilities. The Proponent shall detail similar projects completed and current staff that meets these requirements; (May not apply to Subconsultant)
- (g) have experience in developing large scale database driven web applications (\$750,000 or greater) and shall provide details of related project(s); (May not apply to Subconsultant)
- (h) have demonstrated engineering knowledge of the City of Winnipeg's sewer infrastructure and demonstrated experience in working on a variety of sewer infrastructure projects. The Proponent shall detail any related project(s); (May not apply to Subconsultant)
- (i) have demonstrated knowledge of the City of Winnipeg's flood protection systems, the various components and how they work and shall detail any related project(s); (May not apply to Subconsultant)

- (j) have demonstrated experience in developing and calibrating hydraulic river models using HEC-RAS, including experience in modelling ice effects and shall detail any related project(s); (May not apply to Subconsultant)
- (k) have prior experience in assisting the City of Winnipeg in their flood fighting activities and shall detail any related project(s); (May not apply to Subconsultant)
- (l) have prior demonstrated experience working with Intergraph's Geomedia GIS Software. (May not apply to Subconsultant)

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B13.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B14. ELIGIBILITY

B14.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) AECOM Canada Ltd.;
- (b) KGS Group.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, 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.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B9: (pass/fail)
 - (c) Prices; (Section B) 40%
 - (d) Experience of Proponent and Subconsultants; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
 - (f) Project Understanding and Methodology (Section E) 25%
 - (g) Project Schedule. (Section F) 5%

- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.4.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Reference checks to confirm information provided may not be restricted to only those submitted, and may include organizations known to have done business with the person or organization submitting a proposal.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant 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 2010-10-01) 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. PROJECT MANAGER

D2.1 The Project Manager is:

Grant Mohr, P.Eng.

Email: gmohr@winnipeg.ca

Telephone No. 204 986-3245

Facsimile No. 204 224-0032

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

D2.3 Proposal Submissions must be submitted to the address in B6.10.

D3. BACKGROUND

D3.1 Up until 1995, flood fighting activities in the City of Winnipeg were handled by the local operational districts for the most part and were based on experience gained from fighting previous floods. These tasks were documented in district flood binders. Following the completion of the Red River Floodway in 1968, spring flood levels rarely exceeded 18.0 ft. James Ave Pumping Station Datum (JAPSD). In 1979, levels reached 19.2 ft. James and information from this flood was recorded in the district FMs. In late 1995, the District system was centralized and flood fighting activities were handled by the Water and Waste Department (WWD) with assistance from the Public Works Department (PWD). In 1996, under a centralized WWD and PWD the City successfully fought a flood that peaked at 19.4 ft. James, which was comparable to 1979 flood.

D3.2 In 1997 when Grand Forks flooded on April 18, provincial forecasters immediately raised their operational flood forecasts for the Red River Valley. In the City, forecast levels were raised by 4 ft. to a forecasted crest of 24.5 ft. James on May 1. The new projected flood became a very serious and significant event for the City as the projected flood level was 5 ft. higher than any historical flood after 1968 when the Floodway became operational.

After the rise in forecasted levels, one third of City staff was seconded to help with flood fighting efforts and 3,000 military personnel were called in. For the WWD and PWD immediate attention was spent determining which additional properties along the rivers needed sandbagging, and which primary dikes and sewer systems were at risk. This was determined by examining record drawings and sending surveyors out in the field. During the flood the City lacked a hydraulic model to estimate water level profiles for the rivers and learned firsthand the effects of how low Assiniboine flows would raise the water level profile of the Red River in the south-end of the City. The emergency raising and extension of the West Dike by the Province to prevent floodwaters coming in the backdoor through the La Salle River necessitated an evacuation of St. Norbert as a precautionary measure.

In the end: 8.1 million sandbags were produced for 800 properties; the primary dike system was raised at 17 locations for a combined length of 5 km; 350 temporary flood pumps were setup and operated, and tens of thousands of volunteers were enlisted and organized to construct sandbag dikes. City flood fighting activities were documented in a comprehensive brief to the Manitoba Water Commission (MWC) December 1997. One of the City's

recommendations to the MWC was that the City needed to develop a comprehensive FM to capture the knowledge gained from the 1997 flood and develop a manual to deal with a range of floods.

- D3.3 In 1999, money was put into the capital budget to develop a new FM. The City initiated the process by sending out a Request for Qualification (RFQ) to potential engineering firms in December 1999. Based on the response received, the KGS/UMA team was determined to be the lead team that had the necessary knowledge of the City's municipal infrastructure, the hydraulic expertise of rivers in the City, the 1997 City flood fighting experience and the computer skills to develop a new FM. In May 2000 an administrative report was written that the City should forgo the RFP route given that the concept of what a future FM might look like was not well defined at the time and that the City should work collaboratively with the consulting team in scoping out the type of product that could be developed. Over the next 8 months the concept and scope of a new FM was worked out; based on this work an engineering assignment was awarded to KGS/UMA in December 2000 and the project was completed in 2003.
- D3.4 The City of Winnipeg's FM was one of the first known online flood management systems in North America. One of the key components of the FM is the hydraulic profile calculator (HPC) that calculates the water level profile for 66 km of rivers in Winnipeg in 200 m increments. An array of profiles is stored in a database and the HPC program interpolates these profiles based on flow inputs and/or levels at specified locations to produce the desired profile.
- D3.5 Within each 200 m segment of river, all flood proofing procedures/tasks on both sides of the river have been geospatially identified. These include: sandbagging properties, raising primary dikes, procedures to isolate the sewer system from the river, manhole sealing of the wastewater system etc. Specific to each procedure is a local water level that prescribes when the procedure becomes activated (or de-activated as water levels drop). The number and quantity of flood proofing activities (e.g. number of sandbags for a home, the number of manholes to be sealed etc.) have been estimated based on a range of local river elevations.
- D3.6 All the flood proofing procedures can be sorted by function, geographic area and externally output in a variety of formats or displayed visually in a web-based GIS interface. Another important feature of the FM is an activity tracking database to allow for tracking of the implementation of activities by whom and when.
- D3.7 The FM is also a repository of searchable flood proofing documents in PDF format from plans, isometric drawings of flood pumping stations, photos, and descriptions on the flood proofing requirements of each land drainage or sewer districts that includes commentary from the 1997 flood called Sector Action Plans (SAP).
- D3.8 The FM is a web-based application that uses Oracle, GeoMedia Web Map, Microsoft VB6 and Microsoft IIS technologies. ActiveX components are used for the internet browser display functions.
- D3.9 Since the FM went operational in 2004, it has been instrumental for the City in dealing with floods every year, and in particular the City's 1:100 year summer flood in 2005, the 2009 "ice" flood, which ended up being only 2 ft. lower than the 1997 flood level and a potential flood in 2011 that could have exceeded the 1997 flood. All these floods including the recent floods of 2013 and 2014 have shown the robustness of the FM in terms of quickly responding to flood threats and changing staff.
- D3.10 The FM is not a "static" application, it is updated annually to account for infrastructure changes (e.g. new gate chambers, dike raises etc), FM functionality improvements, and updates to various flood proofing procedures that are based on field observations etc. This work is being done by the original FM consultants.
- D3.11 In developing the FM, the developers set the upper range of the hydraulic profile equal to the provincially legislated flood protection level for the City of approximately 25 ft. JAPSD. In 2011, there were flood prospects of hitting or exceeding this level and the City retained its FM consultants to assist the City in assessing the impacts of exceeding 1997 levels. The City was

fortunate that a delayed melt occurred with no additional precipitation such that a major flood did not materialize and flood levels only reached 20.8 ft. JAPSD. Because of the current upper limit of the FM, the City needs to raise the upper limit of the FM to identify additional flood fighting activities required at high river levels.

- D3.12 Flood levels in the City are a function of the operating rules (Rule 1, Rule 2, etc.) that govern the operation of the Floodway. Rule 2 which governs floods equal to the 1997 flood or greater, states that the City is expected to raise its primary diking system if it is expected that the flood will exceed 24.5 ft. JAPSD to allow more water through the City. If the City cannot raise its dikes in time Rule 2 does allow more water to be diverted through the Floodway. Raising the City dikes and allowing more water to pass through the City lessens impacts to residents upstream of the Floodway. Through consultation with the Province the City expects that it will experience river levels in excess of 1997 flood levels for floods of a 1:150 year magnitude or greater, even with the expanded Floodway. The City has estimated that to pass the 1826 flood, which is the largest flood in 400 years of paleo records, water levels in the City could rise to 26.5 ft James.
- D3.13 In the fall of 2011, the City acquired LiDAR data to create a digital elevation model (DEM) to be used in a major update of the FM.
- D3.14 The hydraulic profile calculator has been updated a number of times with re-calibrated HEC-RAS hydraulic models based on data collected from recent flood events. This data coupled with the collection of new river bathymetry and the City's LiDAR data has allowed the creation of new river cross-sections and a recalibration of the City's HEC-RAS models. In 2014, the FM has been uploaded with a new set of profiles for the Red and Assiniboine Rivers from these re-calibrated models.
- D3.15 In 2014, consultants upgraded some of the software components for IST. Oracle was upgraded from 9 to 11g, GeoMedia WebMap was upgraded from Pro 5.1 to Server 2013, and the servers that the FM resides on were upgraded from Windows 2003 to Windows 2008 R2.

D4. SCOPE OF SERVICES

- D4.1 This project will be led by WWD Engineering, with WWD Information Systems and Technology (IST) providing direction on City IT standards and overseeing software development. WWD Engineering will oversee the majority of the FM upgrades, including the raise in the upper bound of the FM, the productivity or functionality enhancements identified in D4.4.4(c), D4.4.9, and D4.4.10, and other maintenance upgrades.
- D4.2 The Work to be done under the Contract shall run from February 15, 2015 to February 15, 2017.
- D4.2.1 Notwithstanding D4.2, in the event that operational changes result in substantial changes to the scope of the Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Project Manager. In such an event, no claim may be made for damages on the grounds of loss of anticipated profit on Work.
- D4.3 Broadly speaking the upgrades to the FM will include:
- (a) Identification of all new flood proofing procedures that would be required when the computational ceiling of the FM is raised from approximately James 25 ft. to James 27.5 ft., (see D4.4.1 to D4.4.6). The current ceiling of the FM and the rationale for increasing it is discussed in D3.11& D3.12. Setting the computational ceiling at James 27.5 ft. would make it 1 ft. higher than the predicted 1826 flood level (see D3.12);
 - (b) Major software upgrade of the FM include moving the data from an Oracle to SQL database and re-writing the VB6 code used by the FM to C# (see D4.4.11(e));
 - (c) Adding a number of enhancements that include: an Online Editor (see D4.4.10) to improve updating flood procedures in the FM; a sandbag dike quantity estimator (see D4.4.4(c));

and, the ability to add additional water level data stations to the hydraulic profile calculator (see D4.4.9);

- (d) Miscellaneous updates, including Sector Action Plans (see D4.4.7), that have not been updated in the Annual Updates due to budget constraints.
- (e) Incorporating a new PDF document search engine.

D4.4 The specific components of the work under this Contract shall be as follows

D4.4.1 Sewer System Control (SSC) procedures shall consist of the following:

- (a) Identify and define all new outfall gate closure and check procedures between James 25 and 27.5 JAPSD;
- (b) Identify and define all new SRB closure procedures between James 25 and 27.5 JAPSD;
- (c) cursory review (i.e. non SWMM analysis) of current pumping requirements for 10 pumping locations to be identified by WWD;
- (d) Review roughly 55 SSC procedures currently in the FM that are not related to outfalls, to determine whether triggered with higher upper bound.

D4.4.2 Manhole Sealing (MHS) Procedures shall consist of the following:

- (a) Review manhole sealing methodology memo (Oct 30, 2002) and update SWMM models to InfoWorks as required;
- (b) Run models on 31 land drainage districts with spring rainstorms for river levels up to James 27.5 ft to identify manholes where hydraulic gradeline is at or near the surface;
- (c) Use spatial analysis to determine vulnerable manholes;
- (d) Documentation of new MHS procedures and discussions (meetings) with WWD;

D4.4.3 Primary Dike (PLD) Procedures shall consist of the following:

- (a) Review methodology to compute dike raises (i.e. length, clay volume and spatial attributes) and prepare memorandum documenting procedures to allow WWD to carry out this work;
- (b) Provide advice, feedback and review to WWD on computing dike deficiencies up to James 27.5 ft. water level + 2 ft. freeboard;
- (c) Transfer data including new PLD maps from WWD for inclusion in the FM Update.

D4.4.4 Secondary Dike (SLD) Procedures shall consist of the following:

- (a) Using City's 2011 LiDAR data and City's recent ortho-imagery identify all new properties that will require sandbag dikes up to James 27.5 ft. + 2 ft. of freeboard. Preliminary estimates that there could be 500+ additional properties;
- (b) Check existing dike alignments against recent ortho-imagery. If dike intersects building additions, request new survey or contour data from City to update sandbag quantities;
- (c) Sandbag Calculator – Develop an on-line interface tool to calculate sandbag quantities and update fields in the FM. A utility would either use imported survey data including X, Y, Z data or read data from the City's LiDAR DEM model.

D4.4.5 Residential Isolation (RI) shall consist of identifying all new RI procedures up to James 27.5 ft.

D4.4.6 Identify all new External Agencies (EA) procedures up to James 27.5 + 2 ft. of freeboard. EAs are properties that have their own flood proofing infrastructure.

D4.4.7 Sector Action Plans (SAP) and Procedure Description Diagrams (PDD) Updates shall consist of the following:

- (a) Re-write the SAPs with the fly-leaf information; there are approximately 90 SAPs contained in the FM which provide an overview of the flood fighting activities for its

respective sector. Due to budget limitations in the Annual Shoebox Update process, the SAPs have not been re-written when a change has been made in the sector but a “fly-leaf” record has been added to each SAP to record where a change has been made.

- (b) Update all SAPs with additional flood proofing tasks when the FM’s computational ceiling is raised up to James 27.5 ft.;
- (c) Develop up to five new PDDs for a computational ceiling up to James 27.5 ft.

D4.4.8 Update various PDF drawings in the FM, specifically:

- (a) Update Flood Pump Station isometric drawings with recent survey information that has been collected; and
- (b) Update SRB drawings with approximately 50 new SRBs that have been built over the past 10 years.

D4.4.9 Hydraulic Profile Calculator (HPC) Update

As discussed in D3.14 the hydraulic models for the Red and Assiniboine were recalibrated in 2014 and new profiles were uploaded into the FM. This work involves:

- (a) Add additional real-time water level data points at up to 5 user defined locations on both the Red and Assiniboine Rivers.
- (b) Correcting the 0.3 m “bump” in the FPL profile around James Ave. This bump is a result of incorrect model calibration by the Province when they created the FPL in 1980. The FPL profile is used in the simpler James Ave method of calculating river profile, and with the bump at James Ave this distorts the river profile. This task will see the development of a new profile using the City’s hydraulic models with input from WWD engineers on an appropriate assumption of Assiniboine River flows.
- (c) Based on a corrected profile in D4.4.9(b), adjust the trigger elevation in all flood procedures that reference a James Ave activation and de-activation level.

D4.4.10 Online Procedure Record Update

- (a) This task involves developing a new procedure that allows for the on-line editing or addition of a flood procedure within the FM database. Specifically it involves working in a GeoMedia Map window to digitize flood procedure spatial data information (point, line or polygon information) by specifying attribute data to this procedure. The online editor shall have the ability to link flood documents to the flood procedure either by linking existing documents in the FM or by having the ability to load new PDF documents in the FM. It is envisaged that this procedure would replace the current back-end manual update procedure that is currently being used.

D4.4.11 Software Development

Under the general supervision of Information Systems and Technology (IST) Division of the Water and Waste Department, the software solution will follow WWD IST Division governance, standards and best practices including but not limited to the following:

- (a) Developing a detailed application development Project Plan that will include the deliverables, timelines and required resources for each major component of the work identified;
- (b) Preparing and submitting bi-weekly project status reports detailing the progress on all software development related efforts;
- (c) Meetings with all FM stakeholders to determine the direction for the next application version;
- (d) Producing a Software Requirements document detailing the existing and new (to be developed within this Project) functionality via Use Cases and User Interface Design mock-ups. Developing a Solutions Architecture Design document that will serve as the blueprint for the new solution;

- (e) Developing a web application based on the Solutions Architecture Design document and the Requirements document using the following software development technology stack:
 - (i) ASP.Net Model View Controller (MVC) 4 Framework;
 - (ii) C# programming language;
 - (iii) Dependency injection using Unity;
 - (iv) Intergraph Geomedia Web Map 2013 and Geomedia Web Map Publisher;
 - (v) Microsoft Server 2008 R2 Operating System;
 - (vi) SQL Server 2008; and
 - (vii) NUnit Framework for Unit Testing.
- (f) Submitting source code to WWD IST on a monthly basis and making revisions to source code as per feedback provided by WWD IST;
- (g) Migrating existing data stored in Oracle 11g database over to a SQL Server 2008 database. The existing Oracle database has approximately 60 tables and 80K records on non-lookup tables;
- (h) Developing a Test Plan and documenting test results;
- (i) Conducting data integrity testing for migrated data to verify the completeness and accuracy of the migrated data;
- (j) Conducting functional testing to verify and confirm that the existing and newly-developed functionality is working as defined in the requirements document;
- (k) Conducting web browser testing to ensure the system works correctly when used via Internet Explorer version 9, 10, and 11;
- (l) Producing an Operator Manual that provides detailed instructions regarding how to support and maintain the system;
- (m) Providing training for WWD IST Staff in how to support and maintain the system;
- (n) Providing training for Business (end) Users on how to use the system;
- (o) Producing a Deployment Plan;
- (p) Providing system support during the 90-day warranty period following a successful implementation; and
- (q) Developing, testing and implementing the following system enhancements:
 - (i) Upgrading and re-designing the User Interface using Scalable Vector Graphics (SVG);
 - (ii) Creating a digital document storage and retrieval mechanism with search index technology;
 - (iii) Increasing system functionality by developing an online editor; and,
 - (iv) Developing a function for calculating number of sandbags required around a property for various river levels.

D4.5 The new FM application, including programming source code and software development documents described in section D4.4.11 produced throughout the Project must be turned-over to the City and shall be considered City property.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**DEM**” Digital Elevation Model
- (b) “**External Agencies**” means properties that the City of Winnipeg notifies to deploy their private flood protection measures;
- (c) “**FM**” City’s Flood Manual
- (d) “**FPL**” means City’s Legislated Flood Protection Level;

- (e) “**FPS**” means Flood Pumping Station;
- (f) “**GIS**” means Geographic Information System;
- (g) “**HEC-RAS**” means Hydrologic Engineering Centers River Analysis System (Environmental Simulation Modeling).
- (h) “**HPC**” Hydraulic Profile Calculator used in FM to create river profiles
- (i) “**IST**” means Information Systems and Technology Division;
- (j) “**JAPSD**” means James Avenue Pump Station Datum;
- (k) “**LDS**” means Land Drainage Sewer;
- (l) “**MHS**” means Manhole Sealing;
- (m) “**PDD**” means Procedure Descriptive Drawing;
- (n) “**PLD**” means Primary Line of Defence (Primary Dikes);
- (o) “**PW**” means Public Works Department”
- (p) “**Residential Isolation**” means the City will close sewer connections in properties when there is a potential of a dike breach to prevent flooding of the sewer system;
- (q) “**SAP**” means Sector Action Plan;
- (r) “**SRB**” means Storm Water Retention Basin;
- (s) “**SWMM**” means Storm Water Management Model.
- (t) “**WWD**” means Water and Waste Department;

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D5.1(a) may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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 Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, 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 C4.1 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 D8.10.
- D8.6 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.
- D8.7 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.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.

- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by the date specified in B12.4.