



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 571-2022

**PROFESSIONAL CONSULTING SERVICES FOR RELOCATION OF WILKES SNOW
DISPOSAL SITE AND REHABILITATION OF TWO SNOW DISPOSAL SITES**

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Scope of Services	1
D5. Project Planning and Preliminary Design	3
D6. Detailed Design and Contract Preparation	4
D7. Contract Administration	6
D8. Post-Construction	7
D9. Definitions	7
D10. Accessible Customer Service Requirements	8
D11. Unfair Labour Practices	8

Submissions

D12. Authority to Carry on Business	9
D13. Safe Work Plan	9
D14. Insurance	9

Schedule of Services

D15. Commencement	10
D16. Critical Stages	11
D17. Supply Chain Disruption Schedule Delays	11

Measurement and Payment

D18. Invoices	12
D19. Payment	12

Dispute Resolution

D20. Dispute Resolution	12
-------------------------	----

Third Party Agreements

D21. Funding and/or Contribution Agreement Obligations	13
--	----

APPENDIX A

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR RELOCATION OF WILKES SNOW DISPOSAL SITE AND REHABILITATION OF TWO SNOW DISPOSAL SITES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 22, 2023.

B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the Wilkes Snow Disposal Sites on June 14, 2023 at 11:00 am.

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

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

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

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

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 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.
- B7.4.1 The Proposal should be submitted in a PDF format.
- B7.4.2 Anything included as an appendix will not be evaluated.
- B7.5 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.5.1 Proposals will **only** be accepted electronically through MERX.
- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

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

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

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Total Fee for all disciplines and/or phases identified in D4 Scope of Services.

(a) The Fees associated with Preliminary Design shall:

- (i) be a Fixed Fee;
- (ii) be entered in column (a) for Form B: Fees.

(b) The Fees associated with Detailed Design shall:

- (i) be a Fixed Fee;
- (ii) be entered in column (b) of Form B: Fees.

(c) The Fees associated with Contract Administration shall:

- (i) be a Total Maximum based on Hourly Rates;
- (ii) be based on the number of working days identified in column (aa) of Form B: Prices. The actual working days will be established during the Detailed Design phase, with the consultation and concurrence of the Project Manager. Fees can be adjusted according to the actual number of working days agreed upon during Detailed Design;
- (iii) be entered in column (c) of Form B: Fees.

(d) The Fees associated with Post-Construction Services shall:

- (i) be a Fix Fee; and
- (ii) be entered in column (d) of Form B: Fees.

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

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

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

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

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

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

B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D21. Any such costs shall be determined in accordance with D21.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

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

- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers and email addresses per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager;
- (b) Contract administrator;
- (c) Lead designer;
- (d) Resident inspector;
- (e) Non-resident inspector

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

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

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

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the snow disposal site design issues;
 - (c) the proposed Project budget;
 - (d) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

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

B14. DISCLOSURE

- B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:
- (a) N/A.

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

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

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

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

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

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

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (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; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D10).

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) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology; (Section E) | 20% |
| (g) Project Schedule. (Section F) | 10% |
- 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(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.7 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.8 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.9 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.10 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.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 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 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2023 Operational Budget. If the Operational Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B23.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.5 The City may, at their discretion, award the Contract in phases.
- B23.6 Further to B23.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.7 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
- B23.7.1 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.
- B23.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.9 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 D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.10 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.
- B23.11 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:

Jean-Luc Lambert, P.Eng.

Telephone No. 204 986-7087

Email Address: jeanlambert@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 Manitoba Infrastructure has expropriated lands where the current Wilkes Snow Disposal Site resides in order to relocate the P.T.H. No. 100 West Service Road. As a result of the expropriation the snow disposal site is planned to be relocated South of the West End Water Pollution Control Centre polishing ponds. The relocation of the snow dump is key to the ability of the City to properly receive, store and melt snow as part of snow removal and ice control operations.

D3.2 The City's McPhillips Street and South End Water Pollution Control Center Snow Disposal Sites receive several hundred thousand cubic meters of snow annually which contain debris. Over the years there has been debris and vegetation accumulations that has elevated the floor space and reduced drainage of the sites. The City is seeking to remove debris and vegetation buildup and re-established drainage of the settling ponds, floor area and surrounding draining profile.

D4. SCOPE OF SERVICES

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

- (i) Relocation of Wilkes Snow Disposal Site.
- (ii) Grading and removal of accumulated debris and vegetation from McPhillips Street and South End Water Pollution Control Center Snow Disposal Sites including:
 - ◆ floor area;
 - ◆ settling ponds;
 - ◆ discharge point; and
 - ◆ surrounding ground water drainage.

in accordance with the following:

- (a) Project planning and Preliminary Design as outlined in D4;
- (b) Detailed Design and Contract (Tender) Preparation as outlined in D5;
 - ◆ design and specification development;
 - ◆ drawing and specification preparation;
 - ◆ procurement process;

- (c) Contract Administration services as outlined in D6; and
 - (d) Post-Construction services as outlined in D7.
- D4.1.2 The Services required under D4.1(a), D4.1(b), D4.1(c) and D4.1(d) shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.1.3 The Proponent is expected to complete a Class 1 estimate for the Design of the locations listed in D4.1 prior to proceeding to procurement process.
- D4.1.4 Assumptions to be carried for these Projects include:
- (a) Snow disposal sites will be required to be operational for the 2023-2024 winter season.
- D4.1.5 Without limitation to the scope of services outlined in D4, it is expected that key issues will include but not limited to:
- (a) Coordination of activities with any and all Utilities or agencies having infrastructure in the Project area, or that may be impacted by the Project;
 - (b) Coordination, consultation and meeting with tenant of leased land within the Project area;
 - (c) Coordination and meeting with:
 - (i) City of Winnipeg Planning, Property and Development;
 - (ii) Water and Waste Department; and
 - (iii) Manitoba Transportation and Infrastructure.
- D4.2 The following shall apply to the Services:
- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
 - (b) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
 - (c) the most current edition of The City of Winnipeg Standard Construction Specifications
[City of Winnipeg Standard Construction Specifications](#);
 - (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets Tree Planting Details and Specifications Downtown Area and Regional Streets,
<http://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/default.stm>;
 - (e) City of Winnipeg's Tree Removal Guidelines Tree Removal Guidelines,
<http://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/default.stm>;
 - (f) City of Winnipeg's 2012 Draft Updated Transportation Standards Manual (previous version February 1991);
 - (g) Manual for the Production of Construction Drawings – City of Winnipeg (November 1984);
 - (h) Manual of Temporary Traffic Control on City Streets [Manual of Temporary Traffic Control on City Streets - City of Winnipeg](#)
 - (i) Snow Disposal Guidelines for the Province of Alberta; and
 - (j) TAC Synthesis of Best Practices Road Salt Management - 8.0 Snow Storage and Disposal.

- D4.3 Within the Project phases in D4.1, the Consultant may be required – depending upon location and technical scope of services – to conduct site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection.
- D4.3.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D4.1 shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.
- D4.3.2 Consultant Fees for supervision of Subconsultants required to perform any services shall be considered as a Contract Administration Service, and included with Fees proposed in B9.
- D4.4 The Consultant is required to prepare and administrate up to two (2) Tenders.
- D4.5 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services for the Project listed in D4.1.

D5. PROJECT PLANNING AND PRELIMINARY DESIGN

- D5.1 Preliminary Design Services associated with the Contract are described in Appendix A-5 and are to follow the most current version of the City Project Management Manual.
- D5.2 Where applicable, the designs for Scope of Services under D4.1(i) must address:
- (a) Existing ground water and ground topography within and surrounding snow disposal site;
 - (b) Existing utilities;
 - (c) Noise impact;
 - (d) Lighting for night time operations of the snow disposal site;
 - (e) Settling pond and discharge point;
 - (f) Containment structures;
 - (g) Grading for runoff water;
 - (h) Drainage and meltwater management;
 - (i) Environmental controls;
 - (j) Site security;
 - (k) Proper floor and base construction;
 - (l) Efficient site operations; and
 - (m) Waterbody set backs.
- D5.2.1 Design guidelines taken from:
- (a) Snow Disposal Guidelines for the Province of Alberta; and
 - (b) TAC Synthesis of Best Practices Road Salt Management – 8.0 Snow Storage and Disposal.
- D5.3 Where applicable, the designs for Scope of Services under D4.1(ii) must address:
- (a) Existing ground water and ground topography within and surrounding snow disposal site;
 - (b) Identify existing utilities; and
 - (c) Locating existing earth berms, settling ponds, discharge point, surrounding ground water drainage and other related functionalities of the snow disposal site.
- D5.4 The Consultant is responsible for:
- (a) In consultation with the Project Manager, determining the extent to which Site investigation is required;

- (b) Field surveys;
- (c) Acquiring historical and as-built drawings within Project limits from Underground Structures;
- (d) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including, but not limited to: site investigation (geotechnical) services, materials testing services, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection;
- (e) Traffic Management and Construction staging plans that minimize disruption to the operations of the City;
- (f) Providing Project details and regular Project updates to the right-of-way coordination system;
- (g) In consultation with the Project Manager; developing a staging plan to have the snow disposal site operational by October 30, 2023;
- (h) Informal consultations with stakeholders to identify and address issues; and
- (i) Reviewing and incorporating regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary.

D5.5 Develop a Project Risk Management Plan, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the Project. Use the City of Winnipeg's Project Management templates, identified in D4.10.

D6. DETAILED DESIGN AND CONTRACT PREPARATION

- D6.1 Detailed Design Services associated with the Contract are described in Appendix A-6 and are to follow the most current version of the City of Winnipeg Project Management Manual.
- D6.2 Design drawings are required for this contract and must address the design requirement of D5 and as noted below. Design Drawings are to be sealed by a Professional Engineer, registered in the Province of Manitoba.
- D6.3 The Design for Scope of Services under D4.1(i) to be submitted for review must include and address the following:
- (a) Include ability of snow disposal site to accept 500,000 cubic meters of snow;
 - (b) Settlement pond to reduce suspended particulate in meltwater prior to discharge to surrounding drainage area;
 - (c) Selection of meltwater discharge point from snow disposal site;
 - (d) Earth berms to contain and direct meltwater to settlement pond;
 - (e) Landscaping vegetation salt tolerant of earth berms;
 - (f) Drainage design inside and surrounding the snow disposal site;
 - (g) Prevent flooding of adjacent land;
 - (h) Drainage design from discharge point to surrounding ground water drainage;
 - (i) Approach into and out of snow disposal area;
 - (j) Logistical plan for trucks delivering, distribution and dumping snow;
 - (k) Base structure to properly handle heavy trucks;
 - (l) Queuing lane for high truck volume;
 - (m) Electrical power and structures required for the proper operations of the snow disposal site;
 - (n) Above and/or underground utility requirements;
 - (o) Overhead lighting;
 - (p) Signage;

- (q) Parking area for snow disposal site equipment, power supply and fueling area;
 - (r) Minimization of noise nuisance to surrounding land users;
 - (s) Include miscellaneous details as required to better present the scope of the work to the contractor;
 - (t) Allow six weeks for circulation to Underground Structures. Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required; and
 - (u) Preliminary Construction Contract Costs (Class 1 Estimate) including utility costs, Consulting Fees, internal project costs and overheads, and any associated costs identified in the additional comments of a project.
- D6.4 The Design for Scope of Services under D4.1(ii) to be submitted for review must include and address the following:
- (a) Identify existing elevations of settlement ponds, snow disposal floor areas, discharge points and surrounding ground water drainage;
 - (b) Establish a drainage design inside of settlement ponds, snow disposal floor areas, discharge points and surrounding ground water drainage;
 - (c) Establish quantities of excavation required to achieve drainage design;
 - (d) Identify earth berms to be graded and sloped;
 - (e) Landscaping vegetation salt tolerant of earth berms;
 - (f) Drainage design inside and surrounding the snow disposal site;
 - (g) Prevent flooding of adjacent land;
 - (h) Include miscellaneous details as required to better present the scope of the work to the contractor; and
 - (i) Preliminary Construction Contract Costs (Class 1 Estimate) including utility costs, Consulting Fees, internal project costs and overheads, and any associated costs identified in the additional comments of a project.
- D6.5 The Tender documents must be prepared:
- (a) Using the current applicable template from the Materials Management Division; and
 - (b) Referencing the current edition of The City of Winnipeg Standard Construction Specifications.
- D6.6 The Consultant will be responsible for:
- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg Project Management Manual and templates;
 - (b) Ongoing comprehensive management of the Project;
 - (c) Provide updates to the Project Manager;
 - (d) Ongoing coordination of meetings with the Project Manager;
 - (e) Ongoing consultation and coordination with all affected utilities;
 - (f) Allow sufficient time for review by the Project Manager and additional personnel;
 - (g) Monitor and update the Project Risk Management Plan as per D5.5, where required;
 - (h) Ongoing communication, consultation and coordination with all affected stakeholders and public relations activities as per D4.1.5, where required; and
 - (i) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D7. CONTRACT ADMINISTRATION

- D7.1 Contract Administration Services associated with the Contract are described in Appendix A-7 and are to follow the most current version of the City of Winnipeg Project Management Manual.
- D7.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:
- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
 - (b) Timely processing of accurate progress payments and invoices;
 - (c) Conducting pre-award and pre-construction meetings with formal notes and utilizing templates as described in the City of Winnipeg Project Management Manual; and
 - (d) Provision to the City of a complete current report on the Project status on a monthly basis advising of progress, schedule, Project costs, Change in Service, and Changes in Work.
- D7.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:
- (a) Coordination of the day-to-day Site activities;
 - (b) Ensuring construction contractor conformance to the City of Winnipeg's Manual of Temporary Traffic Control;
 - (c) Full-time inspection;
 - (d) Field and/or laboratory testing and verification of construction/repair material quality;
 - (e) Field measurement and verification of construction/repair material quantities in a manner so as to minimize contract disputes;
 - (f) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
 - (i) regular Site meetings with formal minutes as described in the City of Winnipeg Project Management Manual and template; and
 - (ii) other formal and/or informal documented means.
 - (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
 - (h) On-going updates to the lane-closure information line as required;
 - (i) Coordinate traffic management and construction work;
 - (j) Ensuring the Contractor's signage is in conformance with the City of Winnipeg's Manual of Temporary Traffic Control and the staging/signage plans in the Contract;
 - (k) Maintain an up to date set of construction staging drawings; and
 - (l) Supervision of Subconsultants required to perform any services under D5.4(d);
- D7.4 The Consultant will be responsible for:
- (a) Ongoing Project reporting and support to the City Project Manager for Project reporting in accordance with the City of Winnipeg Project Management Manual and templates;
 - (b) Ongoing comprehensive management of the Project;
 - (c) Ongoing coordination of meetings with the Project Manager;
 - (d) Ongoing consultation and coordination with all affected utilities;
 - (e) Allow sufficient time for review by the Project Manager and additional personnel;
 - (f) Preparation of estimated costs;
 - (g) Monitor and update the Project Risk Management Plan as per D5.4, where required;

- (h) Ongoing communication, consultation and coordination with all affected stakeholders and public relations activities, where required; and
- (i) Any and all associated ancillary services required to successfully complete the Project to the satisfaction of the City of Winnipeg.

D8. POST-CONSTRUCTION

D8.1 Post-Construction Services associated with the Contract are described in Appendix A-8 and are to follow the most current version of the City Management Project Management Manual.

D8.2 Record Drawings are required for this contract.

D8.3 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) Preparation of the following:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance; and
 - (iii) Certificate of Acceptance.
- (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
 - (i) Summary report – a description of:
 - ◆ Services accomplished, including initial and final scope of Project;
 - ◆ Final design;
 - ◆ Issues encountered and resolutions achieved;
 - ◆ Any outstanding services or issue-resolutions required;
 - ◆ Daily field reports (as an appendix);
 - ◆ Field test reports (as an appendix); and
 - ◆ Final Project Schedule.
 - (ii) Photographs – total minimum of 12, maximum of 20; good quality digital photos using descriptive file names (including year), provided on USB drive (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering – Public Works):
 - ◆ approximately ten (10) typical pre-construction photos;
 - ◆ approximately ten (10) typical Post-construction photos; and
 - (iii) Final Construction Contract Costs (based on actuals), including utility costs, Consulting Fees, internal Project costs and overheads, and any associated costs identified in the additional comments of a project.

D9. DEFINITIONS

D9.1 When used in this Request for Proposal:

- (a) **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;
- (b) **“Estimated Scope”** means the scope of Services upon which the Project Estimate was based.

- (c) **“Project Budget”** means the total available funding required for Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a project;
- (d) **“Project Location”** means an individual Right-of-Way location (typically Street, Alley, Sidewalk, Intersection, or Path) identified to make up a whole Project.

D10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D10.1 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.
- D10.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D10.1.2 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.

D11. UNFAIR LABOUR PRACTICES

- D11.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D11.2 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.
- D11.3 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.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.
- D11.5 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.

- D11.5.1 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.
- D11.5.2 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 D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 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.
- D13.2 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>

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 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 \$ 2,000,000.00 per claim and \$ 5,000,000.00 in the aggregate.
- D14.2.1 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.
- D14.3 The policies required in D14.2(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.
- D14.4 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 D14.2(a) and D14.2(b).
- D14.5 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 D14.2(a) and D14.2(c).
- D14.6 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 D14.9.
- D14.7 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.
- D14.8 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.
- D14.9 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

D15. COMMENCEMENT

- D15.1 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.
- D15.2 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 D12;
 - (ii) the Safe Work Plan specified in D13; and

- (iii) evidence of the insurance specified in D14.
 - (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 D19.1
- D15.3 The City intends to award this Contract by July 5, 2023.

D16. CRITICAL STAGES

- D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Construction tender must be ready to be advertised on MERX's website by August 17, 2023 for project D4.1(i). The actual advertising dates, corresponding construction contract schedules, and scopes of work for the construction, will be established during the Detailed Design, in consultation with and approved by the Project Manager; and,
 - (i) Substantial Performance for construction contract by October 31, 2023.
 - (b) Construction tender must be ready to be advertised on MERX's website by December 1, 2023 for project D4.1(ii). The actual advertising dates, corresponding construction contract schedules, and scopes of work for the construction, will be established during the Detailed Design, in consultation with and approved by the Project Manager; and,
 - (i) Substantial Performance for construction contract by October 31, 2024.
- D16.2 Further to C1.1 (uu), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 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.
- D17.2 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.
- D17.3 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.
- D17.4 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D17.6 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

D18. INVOICES

D18.1 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

D18.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) project file number;
- (c) a breakdown of:
 - (i) Preliminary Design Fees for Services provided under D4.1(i) and D4.1(ii) separately;
 - (ii) Detailed Design Fees for Services provided under D4.1(i) and D4.1(ii) separately;
 - (iii) Contract Administration Fees including hours and hourly rates for Services provided for under D4.1(i) and D4.1(ii) separately in the invoice period;
 - ◆ Allowable Disbursements shall be identified separately on each invoice.
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided under D4.1(i) and D4.1(ii) separately provided in the invoice period;
 - ◆ Allowable Disbursements shall be identified separately on each invoice.
 - (v) Other Project costs and Subconsultant Fees in accordance with D4.3 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
- (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
- (e) the Consultant's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

D19.1 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

D20. DISPUTE RESOLUTION

D20.1 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 D20.

D20.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D20.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D20.4 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.
- D20.4.1 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.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 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.
- D20.4.4 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 D20.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 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.
- D21.2 Further to D21.1, in the event that the obligations in D21 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.
- D21.3 For the purposes of D21:
- (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.

D21.4 Modified Insurance Requirements

- D21.4.1 If not already required under the insurance requirements identified in D14, 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.
- D21.4.2 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.
- D21.4.3 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.
- D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D21.5 Indemnification By Consultant

- D21.5.1 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.
- D21.5.2 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;
- D21.5.3 in relation to this Contract or the Work.

D21.6 Records Retention and Audits

- D21.6.1 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.
- D21.6.2 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 D21.6.1 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.

D21.7 Other Obligations

- D21.7.1 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.
- D21.7.2 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.
- D21.7.3 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.
- D21.7.4 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.
- D21.7.5 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.
- D21.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

APPENDIX A

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

TABLE OF CONTENTS

1.0 DEFINITIONS	2
2.0 INTRODUCTION	2
3.0 GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS	2
4.0 PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES	3
5.0 PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN	3
6.0 PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN	4
7.0 PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION	4
8.0 PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES	7
9.0 PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES	7

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

1.0 DEFINITIONS

- 1.1. “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- 1.2. “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- 1.3. “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- 1.4. “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

2.0 INTRODUCTION

- 2.1. Further to the General Conditions for Consultant Services, it is the intent of this Appendix to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

3.0 GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- 3.1. All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- 3.2. All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- 3.3. Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- 3.4. None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

4.0 PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1. Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2. Advisory services are normally not associated with or followed by preliminary design and/or design services.
- 4.3. Advisory services include, but are not limited to:
 - a) Expert Testimony;
 - b) Appraisals;
 - c) Valuations;
 - d) Rate structure and tariff studies;
 - e) Management services other than construction management;
 - f) Feasibility studies;
 - g) Planning studies;
 - h) Surveying and mapping;
 - i) Geotechnical investigations;
 - j) Hydrological investigations;
 - k) Safety audits;
 - l) Value engineering audits;
 - m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
 - n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

5.0 PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

- 5.1. Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- 5.2. Engineering services for preliminary design normally precede the detailed design of a Project.
- 5.3. Preliminary design services include, but are not limited to:
 - a) Preliminary engineering studies;
 - b) Engineering investigations;
 - c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - d) Operational studies including drainage studies, traffic studies, and noise attenuation;
 - e) Functional planning;
 - f) Formal and/or informal consultations with stakeholders and/or the general public
 - g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;

- h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
- i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

6.0 PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 6.1. Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- 6.2. Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3. Detailed design services include, but are not limited to:
 - a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
 - b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
 - c) Formal and/or informal consultations with stakeholders and/or the general public;
 - d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
 - e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
 - f) Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
 - g) Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
 - h) Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
 - i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
 - j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
 - k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

7.0 PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 7.1. Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2. Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3. Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4. NON-RESIDENT Contract Administration services include but are not limited to:
 - a) Consultation with and advice to the Project Manager during the course of construction;
 - b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
 - c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
 - d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
 - e) Provision to the Project Manager of a complete, current monthly Project status report;
 - f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
 - g) Definition and justification of any changes to the construction contract for review by the Project Manager;
 - h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
 - i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
 - j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer 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 thereto arising from the Project;
 - k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
 - l) The preparation and submission of:
 - i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;

- ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

7.5. RESIDENT Contract Administration services include but are not limited to:

- a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - i) inspection of all pipe prior to installation;
 - ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - i) full time inspection and/or testing of watermains and sewers;
 - ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - iii) full-time inspection during construction of bridge infrastructure and other structural works.
- c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;

- k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- l) Promptly report any significant and unusual circumstances to the Project Manager;
- m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

8.0 PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- 8.1. Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2. The Consulting Engineer is required to provide post-construction services including but not limited to:
 - a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
 - b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
 - c) Provision of inspection services during the warranty period of the construction contract;
 - d) Provision of inspection services (as per 7.5.a)) for maintenance (paid) items within the warranty period of the construction contract;
 - e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
 - f) Prompt resolution of:
 - i) deficiencies in design
 - ii) outstanding construction contract warranty issues
 - g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
 - h) Provision of record drawings, within three (3) months of Substantial Performance date;
 - i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

9.0 PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- 9.1. Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- 9.2. Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in

substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.

9.3. Engineering Services called Additional Services include but are not limited to:

- a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
- b) Preparation of operating manuals and/or training of operating personnel;
- c) Start-up and/or operation of operating plants;
- d) Procurement of materials and equipment for the City;
- e) Preparation for and appearance in litigation on behalf of the City;
- f) Preparation of environmental studies and reports and presentation thereof in public hearings;
- g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.