



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 796-2022

**PROFESSIONAL CONSULTING SERVICES FOR THE RENEWAL OF ST. JAMES
ASSINIBOIA CENTENNIAL POOL – 644 PARKDALE STREET**

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**APPENDIX A – ST. JAMES CENTENNIAL CENTRE POOL – 644 PARKDALE STREET - BUILDING
CONDITION ASSESSMENT**

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE RENEWAL OF ST. JAMES ASSINIBOIA CENTENNIAL POOL – 644 PARKDALE STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 23, 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 St. James Centennial Centre Pool on:

(a) June 7, 2023 at 1:00pm.

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) Executive Summary (Section C) in accordance with B10;
- (b) Project Organizational Approach (Section D), in accordance with B11
- (c) Experience of Proponent and Subconsultants (Section E) in accordance with B12;
- (d) Experience of Key Personnel Assigned to the Project (Section F), in accordance with B13;
- (e) Project Understanding and Methodology (Section G) in accordance with B14; and

- (f) Project Schedule (Section H) in accordance with B15.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

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

- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services. The Fixed Fee shall be itemized per each phase and must include the required MSRT, identified separately.
- 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 D24. Any such costs shall be determined in accordance with D24.

B10. EXECUTIVE SUMMARY (SECTION C)

- B10.1 Proponent to limit Executive Summary to two (2) pages.
- B10.2 Each Proponent may utilize the Executive Summary to present, in summary, its Proponent Team capabilities, experience, strengths, and the advantages which it brings to the challenges, risks, and opportunities of the Project to meet the City objectives. This section should highlight the information already included in a Proponent's RFP Submission that the Proponent considers most significant to present in this section.

B11. PROJECT ORGANIZATIONAL APPROACH (SECTION D)

- B11.1 Proponent to limit Organizational approach to five (5) pages.
- B11.2 The Proposal should briefly describe the approach to overall team formation including how the Proponent team intends to take on the challenge of successfully completing this Project and the advantage the Proponent Team brings to the City at every stage.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees including local office information, and other pertinent information for the Proponent and all Subconsultants.
- B11.4 The Proponent should provide the following information of the Proponent Team including the Proponent and all Subconsultants, in tabular form:
- (i) Name of Proponent or Subconsultant Organization: e.g. ABC Firm.

- (ii) Project Role: e.g. Mechanical Lead.
- (iii) Summary Scope of Work/Responsibilities in Project.
- (iv) Lead individual: Name, title.

B11.5 The Proponent should provide its proposed Team organizational structure as follows:

- (a) In an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the Principals-in-Charge, Project Manager, Project Administrator, Design team and leads for all disciplines, Cost Estimator (Quantity Surveyor), and any other Key Personnel and critical support staff.
- (b) Personnel reporting relationships should be identified in the organizational chart, including the Proponent reporting to the City of Winnipeg, and direct reports to the Proponent and Key Personnel; and
- (c) Other critical support staff that may be required under the Project should be identified in the organizational chart.

B11.6 In tabular form, for each Key Personnel identified, list the percent of time to be dedicated to the Project, including hourly rates for each person, in accordance with the Scope of Services identified in D4 and in consideration of their workload on other projects.

B12. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)

B12.1 The Proponent to limit Experience of Proponent and Subconsultants section to ten (10) pages.

B12.2 The Proponent and Subconsultants should each provide two (2) reference projects that demonstrates their history and experience in providing planning, design, stakeholder engagement, specification, management of the project, contract preparation, contract administration, and post construction services on public sector renewal projects with an estimated cost that is greater than \$1 million. Projects should be completed within the last ten (10) years and will be evaluated based on the similarities of complexity, scope, and value to this project. Information should be separated into Proponent and Subconsultant project listings.

B12.3 For each project listed in B12.2, the Proponent should submit:

- (a) Past project name, including the City Bid Opportunity/Tender number if applicable, or other Bid Opportunity/Tender information as reference;
- (b) Description of the project, including an overall scope description;
- (c) Past project owner, location, and contact information;
- (d) The role and responsibility of the consultant/subconsultant firm and identified Key Personnel on the past project;
- (e) Relevance of the past project to the Renewal of St. James Assiniboia Centennial Pool and accomplishments on past project that may relate to this project;
- (f) Project's original contracted cost and final cost, explaining the difference; and
- (g) Original schedule vs. actual dates for design and construction phases, explaining the difference.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)

B13.1 The Proponent to limit Experience of Key Personnel section to ten (10) pages.

B13.2 The Proponent should submit the experience, qualifications, role, and capacity of the Key Personnel assigned to the Project, including, but not limited to, the Principals-in-Charge, the Project Manager, Contract Administrator, managers of the key disciplines and lead designers, and cost estimator. The following information should be included when submitting the qualifications, experience, and education of the Key Personnel and critical support staff assigned to the Project:

- (a) name;
 - (b) proposed role and scope of responsibility in this Project;
 - (c) current employer – Proponent/Proponent Team member;
 - (d) job title;
 - (e) professional affiliations, educational background, degrees, and specialized training;
 - (f) years with the organization and total years of professional experience; and
 - (g) years of experience in similar role to the role proposed for this Project.
- B13.3 For each person identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project within the last ten (10) years. If a project selected for a key person is included in B12, provide only the project name and the role of the key person. For other projects provide the following:
- (a) name and location of past project (include Bid Opportunity or Tender Number as reference);
 - (b) project Owner;
 - (c) description of project;
 - (d) how is the project applicable or relevant;
 - (e) role and responsibility of the person on the past project; and
 - (f) reference information (one current name, position, telephone number, email address per project).
- B13.4 The City considers Key Personnel listed in the Proponents team to have formal Professional training with corresponding certifications and designations, as required by each role, such as P.Eng, PMP, MAA, etc. Professional Affiliation Letters of Good Standing, along with current dated proof of registration, may be requested for each design lead and listed Key Personnel as applicable to their role.
- B13.5 The Proposal should include all Key Personnel assigned to the Project Identified in B11.5(a) and other critical support staff in Form P: Person Hours.

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION G)

- B14.1 The Proponent to limit Project Understanding and Methodology section to five (5) pages.
- B14.2 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.
- B14.3 Proposals should address:
- (a) The team's Project methodology with respect to the information provided with this Request for Proposal.
 - (i) The methodology should be presented in accordance with the Scope of Services identified in D4 including the engagement activities.
 - (ii) Any assumptions made with respect to deliverables and Scope of Services should be identified.
 - (iii) The methodology should also reflect 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>.
 - (b) The team's understanding of the broad functional and technical requirements including any urban design issues, strategies, challenges and opportunities.
 - (c) The team's understanding of the climate resilience and sustainability objectives for the project including strategies to implement low or zero-carbon approaches.

- (d) The proposed Project budget.
- B14.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B14.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B14.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B14.4.
- B14.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B14.7 For each person identified in B11.5, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B15. PROJECT SCHEDULE (SECTION H)

- B15.1 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.
- B15.2 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.

B16. SUBSTITUTIONS

- B16.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Personnel, or change the role or scope of work of any Proponent Team Member or Key Personnel after the RFP Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.
- B16.2 If a Proponent submits a request pursuant to this provision, the following shall apply:
 - (a) provide, in detail, the ramifications of the substitute or removal of a Proponent or Key Personnel to the change to the Proponent's structure and a justification for such proposed change; and
 - (b) the replacement of a Proponent Team Member or Key Personnel has equal or better qualifications and experience than the original Proponent Team Member; or
 - (c) the proposed change in scope of work is likely to result in equal or better performance by the Proponent.
- B16.3 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Personnel pursuant to B18.5. Any such replacement Proponent Team Member and/or Key Personnel is at the City's sole discretion, and shall require the City's prior written consent.

B17. DISCLOSURE

- B17.1 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.
- B17.2 The Persons are:
 - (a) Crosier Kilgour & Partners Ltd (St. James Centennial Centre pool – 644 Parkdale Street - Building Condition Assessment)

- (b) Epp Siepmen Engineering Inc. (St. James Centennial Centre pool – 644 Parkdale Street - Building Condition Assessment)

B18. CONFLICT OF INTEREST AND GOOD FAITH

B18.1 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.

B18.2 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.

B18.3 In connection with their Proposal, each entity identified in B18.2 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.

B18.4 Without limiting B18.3, 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.

B18.5 Without limiting B18.3, 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 B18.4 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.

B18.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B19. QUALIFICATION

B19.1 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.

B19.2 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>

B19.3 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 B19.4 and D7).
- (g) 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.

B19.4 Further to B19.3(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.

B19.5 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.

B19.6 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.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B20.1 Proposals will not be opened publicly.

B20.2 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.

B20.3 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).

B20.3.1 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.

B20.4 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.

B21. IRREVOCABLE OFFER

B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21.2 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.

B22. WITHDRAWAL OF OFFERS

B22.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B23. INTERVIEWS

B23.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B24. NEGOTIATIONS

B24.1 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.

B24.2 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.

B24.3 If, in the course of negotiations pursuant to B24.2, 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.

B25. EVALUATION OF PROPOSALS

B25.1 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 B19: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Executive Summary; (Section C) 5%
- (e) Project Organizational Approach; (Section D) 20%
- (f) Experience of Proponent and Subconsultant; (Section E) 20%
- (g) Experience of Key Personnel Assigned to the Project; (Section F) 20%
- (h) Project Understanding and Methodology; (Section G) 20%
- (i) Project Schedule. (Section H) 5%

B25.2 Further to B25.2(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.

B25.3 Further to B25.1(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.

B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.2(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25.5 Further to 25.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B25.6 Further to 25.1(c), Fees, the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.7.

B25.7 Further to B25.1(d), Executive Summary (Section C) 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.

B25.8 Further to B25.1(e), Project Organizational Approach (Section D) 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 B11.

B25.9 Further to B25.1(f), 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 B12B10.

B25.10 Further to B25.1(g), 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 B13.

- B25.11 Further to B25.1(h), 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 B14.
- B25.12 Further to B25.1(i) Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B25.13 Notwithstanding B25.1(d) to B25.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B25.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B25.15 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.

B26. AWARD OF CONTRACT

- B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B26.2 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.
- B26.2.1 Without limiting the generality of B26.2, 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.
- B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B26.4 The City may, at their discretion, award the Contract in phases.
- B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B26.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B26.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B26.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B26.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

- B26.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B26.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Iain Currie

Telephone No. 204 986-3874

Email Address: icurrie@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

St. James Assiniboia Centennial Pool, located at 644 Parkdale Street, is an indoor pool and fitness centre, with outdoor splash pad, serving the St. James neighborhood. The facility is an important feature of the City of Winnipeg, offering a sizable number of programs and swim lessons.

Built in 1970 as part of the Canadian Centennial Celebrations, this pool is 55 years old. A building expansion north of the pool was undertaken in 2010, to create the present-day fitness centre. In 2013, an outdoor splash pad was constructed south of the building. In 2016, the facility was retrofitted to include a hot tub adjacent to the pool tank.

The St. James Assiniboia Centennial Pool is a single story structure with a footprint of approximately 27,520 ft². It is equipped with a mezzanine viewing gallery and HVAC access, a partial basement for staff offices, storage, and mechanical/electrical equipment access, and a crawl space for pool tank and plumbing access.

In November 2020, Council concurred with the Recreation and Library Facility Investment Strategy which identified St. James Assiniboia Centennial Pool as a recommended renewal project.

A building condition assessment was conducted in 2018 at St. James Assiniboia Centennial Pool which identified several maintenance items to be addressed in the short, medium and long term. Few of these repairs have been addressed to date.

The project will be carried out for the Community Services Department under the direction of the Assets & Project Management Department. The project team from The City of Winnipeg will be comprised of representatives of the Community Services Department and the Assets & Project Management Department. The total construction budget for the project is \$2,750,000 (net) for St. James Assiniboia Centennial Pool. The balance of the budget is attributed to contract general conditions, contingencies and administrative charges. This budget amount does not include Consultant fees.

D4. SCOPE OF SERVICES

D4.1 The services required under this Contract shall consist of professional services for the renewal of St. James Assiniboia Centennial Pool at 644 Parkdale Street in accordance with Scope of Services.

- D4.2 Consultant services in this Contract shall include, but not be limited to, all the necessary activities and deliverables for:
- (a) Design and specifications for the renewal of St. James Assiniboia Centennial Pool as outlined herein.
 - (b) Coordination with City of Winnipeg operational groups and other project teams as required regarding any matters of facility renewal design development, work scheduling, logistics, access to work and work boundaries, construction, and any other matters relating to the Project.
- D4.3 The objectives of this proposal are to validate the building condition assessment report completed in 2019 (provided in Appendix A) through a visual inspection and prioritize critical building systems renewal required, including necessary structural, architectural, mechanical, and electrical repairs. The current project related to this RFP looks to deal with outstanding critical renewal items for the existing facility, to extend the useful life of the asset and explore and implement improvements that benefit user experience within the existing footprint of the building. Where possible, recommended work should consider current policy standards and service provision for sustainability and accessibility. The services required under this contract shall consist of full Architectural/Engineering Design and Contract Administration Services, in accordance with D5, D6, D7, D8, D9, D10, and D11.
- D4.4 The following initial risks, identified by the city, are to be managed, minimized, or eliminated by the Consultant. Additional risks must be identified by the Consultant during the course of the project and managed, minimized, or eliminated. Identified project risks are as follows:
- (a) St. James Assiniboia Centennial is over 50 years old. Renewal of this facility involves integration of the existing building and proposed renewal/improvements;
 - (b) Hazardous materials (e.g., asbestos) are present in this facility. A full asbestos report will be provided.
 - (c) Present space restrictions within the facility limit completion of all desired renovations and critical upgrades. Though one of the project objectives is to meet current policy, building age may mean the project cannot accommodate all upgrades needed to fully achieve this goal.
 - (d) Facility renewal will need to be value oriented to maximize the budget provided.
 - (e) Renewal work may require facility closure to complete the work, impacting service. In this case, project timeline will be strict to limit service gaps.
 - (f) In an effort to avoid multiple pool closures, there may be a delay between finalizing project scope and actioning the construction.
- D4.5 The delivery of the Scope of Services shall be delivered in the following phases:
- (a) Pre-Design Investigations as described in D5;
 - (b) Schematic Design/Program of Requirements as described in D6;
 - (c) Design and Specification Development as described in D7;
 - (d) Contract Document Preparation as described in D8;
 - (e) Procurement Process as described in D9;
 - (f) Construction Services as described in D10; and
 - (g) Post Construction Services as described in D11.
- D4.5.1 The Services required under D4, D5, D6, D7, D8, D9, D10 and D11 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager'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.

D4.6 The following shall apply to the Services:

(a) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D4.7 The funds available for this Contract are \$250,000

D5. PRE-DESIGN INVESTIGATION

D5.1 Review and validate the Facility Condition Assessment Reports by providing a visual inspection of the site conditions;

(a) Appendix A – St. James Centennial Centre Pool, 644 Parkdale Street, Building Condition Assessment April 4, 2019.

D5.2 Conduct an engineering review of the facility and site with respect to mechanical, electrical structural, accessibility and code compliance.

D5.3 Conduct interviews with the City maintenance staff.

D5.4 Provide a detailed condition report summarizing the findings from all disciplines and recommendations of the Pre-Design Investigation.

D5.5 Prepare recommendations for a final scope of work for building renewal within the approved budget.

(a) Recommendations should include risk assessments and cost estimates for collaborative review with Stakeholders.

D5.6 The consultant shall assist the City's pursuance of available incentives from Efficiency Manitoba. In particular, the Building Envelope Program. It is anticipated that the project focus may involve envelope renovations, however, relevant Efficiency Manitoba incentives should also be considered as part of an electrical and mechanical review if applicable. The consultant shall be responsible for completing incentive documentation and performing accompanying calculations.

D5.7 In addition, the Consultant shall calculate the thermal performance of each envelope clear field assembly (R or U value) that is included within the Scope of Work.

(a) The thermal performance of clear field assemblies can be determined through calculation, modelling or physical testing.

(b) The effects of thermal bridges should be accounted for in one or two dimensions and should not consider major structural elements that penetrate or intersect the building envelope. They should also not consider the junctions between building envelope materials, components or assemblies such as glazing, spandrels, parapets, roof to wall junctions etc. The clear field thermal performance should be calculated for all applicable building assemblies. If there is more than one type of assembly, each type shall be calculated.

(c) Efficiency Manitoba application fees shall be paid by the City.

D6. SCHEMATIC DESIGN / PROGRAM OF REQUIREMENTS

D6.1 Following development of recommendations and prioritization of works within the current project budget, and approval by the Project Manager of overall project priorities, the Prime Consultant will provide schematic design for agreed-upon works, to be implemented by the contractor.

(a) Full schematic design addressing all recommended repairs

(b) All design related coordination

(c) Project development scheduling

(d) Project budget review

(e) Review of sustainable design goals

- (f) Review of alternative design options, if applicable
- (g) Integrated Design Process with proposed design concepts from each discipline
- (h) Recommendations for further special studies, as required (arranged by Consultant, procured by City)
- (i) Project management for this Consultant Contract
- (j) Building Envelope design, if applicable
- (k) Authorities Having Jurisdiction – consultation/review/approval
- (l) Scope definition and specification applicable to the Scope of Work as required (e.g; silica dust management)
- (m) Construction Cost Estimate – provide Class 3 estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation)
- (n) Update and re-evaluate the building renewal requirements priorities, based on feedback and requests from the Project Manager and Stakeholders
- (o) Coordination with Commissioning Agent (s), if applicable

D7. DETAILED DESIGN DRAWINGS AND SPECIFICATIONS

- (a) Full detailed design and specification addressing all recommended repairs
- (b) All design related coordination
- (c) Energy studies / modeling if necessary
- (d) Design development, drawings and documents-
- (e) City stakeholder consultation
- (f) Recommendations for special studies as required (arranged by Consultant, procured by City)
- (g) Models, perspectives or computer presentations as required
- (h) Project management for this Consultant Contract
- (i) Authorities Having Jurisdiction consultation
- (j) Scope definition and specification applicable to the Scope of Work as required (ie; silica dust management)
- (k) Detailed Construction Cost Estimate - Class 2 estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation)
- (l) Confirmation of project schedule
- (m) Coordination with Commissioning Agent (s), if applicable

D8. CONTRACT DOCUMENT PREPARATION

- (a) Full set of engineered drawings and specifications from all disciplines
- (b) Document checking and coordination
- (c) Client consultation and review
- (d) Project management for this Consultant Contract
- (e) Authorities Having Jurisdiction consultation
- (f) Construction Cost Estimate – Class 1 estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation)

D9. PROCUREMENT

- (a) Prepare and issue a Request for Qualification for construction services including consulting with Materials Management and the City Insurance branch to verify all pertinent requirements
- (b) Review and evaluate proposals and short list the top Proponents

- (c) Prepare and issue a Tender for construction services (The City of Winnipeg bid opportunity process) to short-listed Proponents including consulting with Materials Management and the City Insurance branch to verify all pertinent requirements
- (d) Prepare any Addenda to the Tender documents
- (e) Hold Pre-Bid meetings and site tours as required
- (f) Provide advisory service for bid evaluation and Contract recommendation
- (g) Provide documents for construction Contract preparation
- (h) Client consultation
- (i) Confirmation of project schedule

D10. CONSTRUCTION SERVICES

- (a) Review successful Contractor's construction schedule
- (b) Confirmation of project schedule
- (c) Construction contract administration
 - (i) Proponent shall provide a dedicated Contract Administrator
 - (ii) Monitor construction,
 - (iii) ensure performance of contract requirements,
 - (iv) issue all associated contract documentation, as required of the work,
- (d) Thorough construction inspections, testing and reviews
- (e) Chair regular site meetings to review progress and record/distribute Meeting Minutes
- (f) Oversee contractor submission of Safe Work Plans for all aspects of construction
- (g) Progress reports/evaluation
- (h) Process Certificates for payment
- (i) Interpretation of Contract documents
- (j) Review of Shop Drawings, product data/samples
- (k) Prepare and review Proposed Change Notices and Change Orders
- (l) Review of Contractor PCN pricing
- (m) Substantial Performance Report and Certification
- (n) Client consultation
- (o) As-Built Record drawings review
- (p) Authority Having Jurisdiction consultation
- (q) Inspection and reporting requirements for all contracted work, including but not limited to, structural, mechanical, electrical, civil/site construction, landscaping, data/communications, and security systems.
- (r) Coordination with Commissioning Agent(s)

D11. POST CONSTRUCTION SERVICES

- D11.1 Provide project close-out services, including provision of a set of complete as-built drawings. Ensure the contractor has provided Operation & Maintenance manual volumes, as per City requirements. Post-construction services include, but are not limited to:
- (a) Construction inspection and review
 - (b) Chair site meetings and record/distribute Meeting Minutes
 - (c) Progress reports/evaluation
 - (d) Process Certificates for payment
 - (e) Interpretation of Contract documents

- (f) Review of Shop Drawings, product data/samples
- (g) Prepare and review Proposed Change Notices and Change Orders
- (h) Review of Contractor PCN pricing
- (i) Substantial Performance Report and Certification
- (j) Client consultation
- (k) As-Built Record drawings review
- (l) Authority Having Jurisdiction consultation
- (m) Inspection and reporting requirements for all contracted work, as required
- (n) Coordination with Commissioning Agent(s)

D12. DEFINITIONS

D12.1 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.

D13. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D13.1 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.

D13.1.1 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.

D13.1.2 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.

D14. UNFAIR LABOUR PRACTICES

D14.1 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.

D14.2 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.

- D14.3 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.).
- D14.4 Failure to provide the evidence required under D14.3, may be determined to be an event of default in accordance with C14.
- D14.5 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.
- D14.5.1 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.
- D14.5.2 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 D14.5. 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

D15. AUTHORITY TO CARRY ON BUSINESS

- D15.1 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.

D16. SAFE WORK PLAN

- D16.1 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.
- D16.2 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>

D17. INSURANCE

- D17.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

- D17.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D17.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D17.3 The policies required in D17.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D17.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D17.2(a) and D17.2(b).
- D17.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D17.2(a) and D17.2(c).
- D17.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D17.9.
- D17.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D17.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D17.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D18. COMMENCEMENT

- D18.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D18.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D15;
 - (ii) the Safe Work Plan specified in D16; and
 - (iii) evidence of the insurance specified in D17.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D22.1
- D18.3 The City intends to award this Contract by March 2023.

D19. CRITICAL STAGES

- D19.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Project Start Up Meeting - July 2023 (subject to official award date)
 - (b) Pre-Design and Scope Development – July 2023 to August 2023 – 2 months
 - (c) Schematic Design / Program of Requirements – September 2023 to November 2023 – 3 months
 - (d) Detailed Design Drawings and Specifications – December 2023 to January 2024 – 2 months
 - (i) Prepare a Request for Qualification
 - (e) Contract Document Preparation – January 2024 to February 20, 2024 – 2 months
 - (i) Construction and procurement strategy shall be mutually agreed upon following completion of Construction Documents.

D20. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D20.1 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.
- D20.2 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.
- D20.3 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.
- D20.4 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D20.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D20.6 Any time or cost implications as a result of 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

D21. INVOICES

- D21.1 Further to C11, the Consultant shall submit monthly invoices for work performed during the previous calendar month to: 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
CCing – icurrie@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
CCing – icurrie@winnipeg.ca

- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

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

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

- D23.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D23.
- D23.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D23.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal

Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D23.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D23.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D23.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D23.4.4 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 D23.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D24.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D24.2 Further to D24.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D24.3 For the purposes of D24:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D24.4 Modified Insurance Requirements

- D24.4.1 If not already required under the insurance requirements identified in D17, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D24.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D24.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D24.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D24.5 Indemnification By Consultant

- D24.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D24.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D24.5.3 in relation to this Contract or the Work.

D24.6 Records Retention and Audits

- D24.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D24.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of

Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D24.7 Other Obligations

- D24.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D24.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D24.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D24.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D24.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D24.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

APPENDIX A – ST. JAMES CENTENNIAL CENTRE POOL – 644 PARKDALE STREET - BUILDING CONDITION ASSESSMENT