



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 980-2022**

**PROFESSIONAL CONSULTING SERVICES FOR OWNER ADVOCATE/PROJECT  
MANAGER FOR NORTH GARAGE REPLACEMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR OWNER ADVOCATE/PROJECT MANAGER FOR NORTH GARAGE REPLACEMENT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 31, 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. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 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.
- B3.3 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.
- B3.4 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.
- B3.5 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.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.

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

## **B5. ADDENDA**

B5.1 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.

B5.2 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.

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 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.

B5.5 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.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10; and
- (c) Project Understanding and Methodology (Section E) in accordance with B11.

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B6.5 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.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

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

B7.2 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.

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

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

B7.4 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.

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

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

**B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 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.

- B8.4 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.
- B8.5 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.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 The Proposal should include an Executive Summary to present, the Proponent's and Subconsultant's 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.
- B9.2 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.
- B9.3 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing design review oversight, project management and contract administration services on 3 (three) projects of similar complexity, scope and value. At least one of the projects presented shall be a large municipal, provincial or federal government construction project with a budget of over \$30 million CAD.
- B9.4 For each project listed in B9.3(a), the Proponent should submit:
- (a) detailed description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted cost and final cost;
  - (d) anticipated project schedule and actual project delivery schedule, (showing design and construction separately);
  - (e) project owner and reference information (two current names with telephone numbers per project).
- B9.4.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

- B10.1 Describe your approach to overall team formation and coordination of team members, including.
- (a) Relationship between Proponent and Subconsultants, explaining:
    - (i) management structure, interface arrangements, dispute resolution mechanisms including roles and responsibilities;
    - (ii) communication plan and coordination between Proponent and Subconsultants;
    - (iii) planning, supervision and decision-making responsibilities of Proponent and Subconsultants; and,
    - (iv) commercial relationship(s) between Proponent and Proponent and Subconsultants.
  - (b) The following capabilities and capacities, substantiating with projects:
    - (i) approach to ensure suitable and effective integration of the functions of Proponent and Subconsultants;

- (ii) how to successfully complete the Project at every stage of the Work. Address the advantages that Proponent and Subconsultants bring to the City indicating key differences and value proposition; and,
- (iii) Proponent's approach to developing a successful working relationship with the City and City Project Team.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager;
- (b) Lead Design Auditor; and
- (c) Resident Construction Inspector.

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and 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 B10.1.1.

B10.4 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. At least one of the projects presented shall be a large municipal, provincial or federal government construction project with a budget of over \$30 million CAD. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Detailed description of project;
- (b) Role of the person;
- (c) Project Owner and reference information (two current names with telephone numbers per project).

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your understanding of the Project and its phases, identifying the main risks and challenges and how the Proponent team will address them.

B11.2 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.

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.4 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.5 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the City's 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.

- B11.6 Further to B11.5(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.7 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.7.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.8 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.7.
- B11.9 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.10 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B12. SUBSTITUTIONS**

- B12.1 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 their sole discretion, disqualify a Proponent that contravenes this provision.
- B12.2 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 Team Member 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.

## **B13. DISCLOSURE**

- B13.1 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.
- B13.2 The Persons are:
- (a) WSP Canada Group Limited
  - (b) Dillon Consulting Limited
- B13.3 Additional Material:
- (a) Eastern Corridor SG – Basis of Estimate\_Memo\_Draft\_Combined (September 2019). Included as Appendix A
  - (b) NG Winnipeg Transit Satellite Garage - Final Report (April 2019) Included as Appendix B

## **B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 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.

- B14.2** 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.
- B14.3** In connection with their Proposal, each entity identified in B14.2 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.
- B14.4** Without limiting B14.3, 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.
- B14.5** Without limiting B14.3, 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 B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B15. QUALIFICATION**

B15.1 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.

B15.2 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>

B15.3 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 B15.4 and D6);
- (g) have proven experience in contract administration of construction of commercial fleet or bus transit garages or other large-scale government facility (over CAD \$30 million);
- (h) the proposed Key Personnel acting as Project Manager to have formal Project Management training holding the corresponding Project Management Professional certification.

B15.4 Further to B15.3(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.

B15.5 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.

B15.6 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.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 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).

B16.3.1 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.

B16.4 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.

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 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.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B19. INTERVIEWS**

B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, 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.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 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 B15: (pass/fail)
  - (c) Fees; (Section B) 40%
  - (d) Experience of Proponent and Subconsultant; (Section C) 25%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
  - (f) Project Understanding and Methodology (Section E) 15%
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(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 B9.
- B21.7 Further to B21.1(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 B10.
- B21.8 Further to B21.1(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 B11.
- B21.9 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(c) the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.11 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.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.

- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 The Service of this Contract is contingent upon receipt of funding from the Government of Canada and the Government of Manitoba. If sufficient funding is not received from the Government of Canada/Government of Manitoba the City shall have the right to eliminate any portion of the Work.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at their discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 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
- B22.7.1 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.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.9 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.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. CONSULTING CONTRACT ADMINISTRATOR**

D2.1 The Consulting Contract Administrator is:

Adolfo Laufer, P.Eng., PMP

Telephone No. 204 986-2380

Email Address: [alaufer@winnipeg.ca](mailto:alaufer@winnipeg.ca)

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

#### **D3. BACKGROUND**

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.2 The City of Winnipeg Transit Department has provided public transit service to Winnipeg for over 130 years. Transit currently operates a fleet of over 600 buses from three bases in Winnipeg located at 421 Osborne Street, 600 Brandon Avenue and 1520 Main Street.

D3.3 North Garage at 1520 Main Street is Winnipeg Transit's oldest facility, having opened in the 1930's as a streetcar storage facility called North Car House. The facility is functionally obsolete, and is in poor condition. The risk of North garage becoming unusable due to further deterioration of the facility is likely Winnipeg Transit's most significant operational risk.

D3.4 North Garage was designed for vehicles of another era, and cannot accommodate articulated buses, buses with bike racks, or even the newer buses in Transit's fleet equipped with roof-mounted air conditioners. It cannot be upgraded to accommodate zero-emission buses.

D3.5 The design and construction of a Transit Bus Parking, Servicing, Maintenance and Repair Garage to replace North Garage is one of Winnipeg Transit's highest priority infrastructure projects. It is vital for the replacement to be constructed as soon as possible in order to mitigate the current risks to Winnipeg Transit's operations, to allow for the replacement of 40-foot buses with 60-foot buses, and to allow for the expansion of the zero-emission bus fleet beyond 2027.

D3.6 The added capacity of a replacement for North Garage is also needed for Winnipeg Transit to be able to consider the adoption of new vehicle types, such as smaller community buses, autonomous shuttles, bi-articulated buses, double-decker buses, and para-transit vehicles.

D3.7 This project will be delivered through a Design-Bid-Build process.

D3.8 The procurement will be turnkey and will include all necessary equipment and fixtures for a fully functional bus parking, servicing, maintenance and repair garage at the completion of the Contract.

D3.9 The land and design will accommodate provisions for the installation of the required infrastructure for the fueling of zero emission buses as well as the expansion of the garage in future phases.

- D3.10 The location of the new garage has not been determined as of the writing of this RFP. Winnipeg Transit is still studying the most beneficial available land in terms of operations and cost. The acquisition process started and it is estimated to be complete by May 2023.
- D3.11 The first phase of the garage is expected to be approximately 400,000 sq. ft. (38,000 sq m) in size.
- D3.12 Transit has received Council approval to proceed with the procurement of a new Transit Bus Parking and Servicing Garage funded through the Investing in Canada Infrastructure Program (ICIP)
- D3.13 The following are the general basic requirements for this initial phase of the new Transit Bus Parking, Servicing Maintenance and Repair Garage:
- (a) The requirements will be completely defined through workshops sessions during the pre-design phase.
- D3.13.1 Capacity to store approximately 250 buses
- D3.13.2 Types of buses: 40 foot and 60 foot articulated, diesel buses in this first phase and provisions for zero emission buses in future phases
- D3.13.3 Employee and visitor parking
- D3.13.4 Minimum LEED Silver certified building
- D3.13.5 Building to be secured to protect its assets through fence and gates systems or similar and CCTV system
- D3.13.6 Bus maintenance and repair, bus parking and servicing, and administrative and office spaces
- D3.13.7 Bus maintenance and repair space:
- (a) Tire, paint, body, inspection, maintenance, machine, welding and refurbish, brakes, engine and transmission rebuild, electrical and machine shops
  - (b) Two and three posts in-ground lifts
  - (c) Paint booths and steam bay
  - (d) Air compressor farm
  - (e) Oil room
  - (f) Parts storage area
  - (g) Facilities maintenance: carpenter, electrical, industrial mechanic and HVAC shops
  - (h) Washroom and locker rooms
  - (i) Lunch room
  - (j) Shop supervisors' offices
  - (k) Janitorial room
- D3.13.8 Bus parking and servicing space:
- (a) Indoor bus parking
  - (b) Liquid fuel tank farm
  - (c) Exterior bus wash system
  - (d) Flat area for interior deep cleaning and washing
  - (e) Bus fueling and servicing bays
  - (f) Oil and DEF room
  - (g) Washroom and locker rooms
  - (h) Lunch room

- D3.13.9 Administration office space
- (a) Customer service desk
  - (b) Administration staff area
  - (c) Operations staff: supervisors and dispatch offices, sign-up room, driver's lounge and rest room
  - (d) Meeting rooms
  - (e) Plant and Equipment staff
  - (f) Washroom and lunch room
  - (g) Kitchen and cafeteria
  - (h) IT service area

#### **D4. SCOPE OF SERVICES**

- D4.1 The City is seeking to contract with an Owner Advocate/Project Manager (OAPM) to oversee all aspects of the development, design and construction of a Transit Bus Parking, Servicing, Maintenance and Repair Garage. The OAPM shall be the project management Consultant firm, along with their sub-Consultants, responsible for the delivery of services to the project.
- D4.2 Project Management is the comprehensive management and control of all aspects of the project through all phases of its life to achieve prescribed objectives defined in terms of schedule, aesthetics, functionality, initial cost, life cycle cost, quality and efficient and effective operations. Through the application of appropriate management techniques, the OAPM will direct and coordinate efforts of the project team to achieve the objectives of the project to meet the City's requirements.
- D4.3 The Services required under this Contract shall consist of a successful delivery of the Project known as North Garage Replacement, which includes that it be delivered within the assigned scope, budget and schedule and the Project meets the quality of standards expected by the client groups, public and elected officials in accordance with the following:
- (a) Pre-Design Development as specified in D4.7;
  - (b) Design Development as specified in D4.8;
  - (c) Contract Document and Procurement Process as specified in D4.9;
  - (d) Construction Services and Contract Administration as specified in D4.10; and
  - (e) Post Construction Services as specified in D4.11.
- D4.4 Future phases can be awarded to the successful Proponent as specified in B22.5 and B22.6.
- D4.4.1 The Services required under D4.7, D4.8, D4.9, D4.10 and D4.11 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.
- D4.5 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
  - (b) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (d) City of Winnipeg Climate Action Plan  
<https://winnipeg.ca/Sustainability/PublicEngagement/ClimateActionPlan/#tab-documents>
- (e) City of Winnipeg: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (f) City of Winnipeg Project Management Manual  
[https://winnipeg.ca/infrastructure/pdfs/manuals/PMM\\_Main\\_Body\\_V4-0.pdf](https://winnipeg.ca/infrastructure/pdfs/manuals/PMM_Main_Body_V4-0.pdf)

D4.6 The OAPM Services will be delivered from Pre-design to the completion of the Construction and Warranty period, with the following general responsibilities:

- (a) Provide services as project liaison to oversee and manage communications, coordination and resolution of project matters between all project parties and stakeholders including the Consulting Contract Administrator, Design Consultant, General Contractor, External Stakeholders, Authorities Having Jurisdiction, Manitoba Hydro, City of Winnipeg Water and Waste, Province Safety and Health, any other related City departments, agencies and Technical Advisory Committees;
- (b) Implement, control and maintain a document management system that allows the flow of information amongst all parties;
- (c) Provide monthly update reports to the City with respect to project status including budget, schedule, risks/opportunities, stakeholder activities and progress as well as provide options analysis/recommendation as required to ensure compliance with the Project's goals and objectives;
- (d) Assist the City with development of responses to City Infrastructure Planning Office and Audit requests;
- (e) Review deliverables and invoices submitted by the Design Consultant and/or General Contractor and make recommendations to the City on acceptance;
- (f) Engage Project Management oversight by undertaking:
  - (i) project planning and document control;
  - (ii) production of monthly status report and close monitoring of construction work;
  - (iii) project scheduling monitoring including look ahead schedules and detailed workplans;
  - (iv) project Cost Control process including forecasting costs to complete;
  - (v) cash flow management, including earned value management;
  - (vi) quality control management and assurances;
  - (vii) manage project records; and
  - (viii) update and oversight of risk management process.

D4.7 In the Pre-Design Development phase, services include but not limited to:

- (a) Assist with the development and update of the Project Charter;
- (b) Develop a Project Delivery Plan (PDP);
- (c) Develop a Stakeholder Assessment and Communication Plan;
- (d) Complete a Risk Event Identification checklist and develop a Risk Management Plan (RMP), provide associated monthly updates, and advise recommended actions to be taken on critical risks;
- (e) Develop a Quality Management Plan;
- (f) If required, assist the City with the land acquisition process where the new garage will be built, which entails preparing documentation and coordination with the City of Winnipeg

Planning, Property and Development Department to secure the land required by the project following all City of Winnipeg policies and procedures;

- (g) If required; implement all the required legal and administrative procedures and provide the documentation to have the land owned by Transit without any encumbrance, and ready for the construction of the new garage;
- (h) Complete an environmental assessment and Indigenous consultation as required;
- (i) Perform geotechnical analysis of proposed site as well as develop a remediation plan as required;
- (j) Set up, and maintain throughout the project an Issues and Decision log;
- (k) Facilitate workshops with Transit team to create the final requirements and specifications for the new facility and amenities;
- (l) Assist the City in the procuring process for the Design Consultant by undertaking responsibility for RFP development and tendering in coordination with Materials Management as well as provide coordination and oversight of the RFP evaluation process; and
- (m) Implement a document and file management system that tracks documents with access available to all parties involved in the project.

D4.8 In the Design Development phase, services include but are not limited to:

- (a) Facilitate workshops with the Design Consultant team and Transit team;
- (b) Attend weekly project team meetings (City, client groups, Design Consultant Team, etc.);
- (c) Assist the City with the review and response to Design Consultant "Design Information Requests" (DIR), including outreach to internal and external stakeholders as required to formulate the appropriate response;
- (d) Assist in coordination of City's requirements for Building Automation, Security, Information Technology (IT), Accessibility, including Furniture, Fixtures and Equipment (FF&E);
- (e) Oversee the Design Consultant's work with respect to public and stakeholder engagement activities;
- (f) Oversee the Design Consultant's preparation of preliminary and detailed designs of the new facility to meet the City's project goals and objectives;
- (g) Oversee the Design Consultant's work to meet City's Green Building Policy, Accessibility Policy, Climate Action Plan and Climate Change goals;
- (h) Oversee the Design Consultant's preparation of cost estimates;
- (i) Assist the City with the review of cost estimates obtained at the 33%, 66% and 99% intervals provided by the Design Consultant;
- (j) Assist the City with design review responses at milestones (33%, 66%, 99%, 100%) from client groups and assemble into trackable spreadsheet that is provided to the Design Consultant;
- (k) Ensure appropriate cash allowances for items such as soil remediation, signage, Security, IT/Cabling and FF&E are established by the Design Consultant;
- (l) Ensure all project documents are included and available in the document and file management system; and
- (m) Coordinate public engagement sessions as specified in D14.

D4.9 In the Contract Document and Procurement Process services include but not limited to:

- (a) Review the cost estimates prepared by the Design Consultant based on the finished design, taking under consideration the size of the garage, interior space, rooms, shop floor and equipment required;
- (b) If required, review the construction contracts in order to make any required changes to General Conditions to reflect market and economic conditions. Provide City's Materials

Management and Legal Services with enough time ahead of Tender for proper review and/or add any required modifications;

- (c) Prepare a tender package including all of the approved IFC drawings and specifications;
- (d) Provide oversight of the Tender process including any necessary consultation with the City's Materials Management, Legal Services and Risk Management/Insurance Branches;
- (e) Review and make recommendations on requests for equals/alternatives;
- (f) Prepare Addenda to Bid Opportunity documents;
- (g) Hold pre-bid meetings and site tours as required;
- (h) Make recommendations, assist with the selection of the successful proponent, and if required assist in contract negotiations; and,
- (i) Confirm Project schedule.

D4.10 In the Construction Services and Contract Administration phase, services include but not limited to:

- (a) Develop a Project Execution Plan (PXP);
- (b) Review and validate the General Contractor's project schedule and provide comment to the City on critical path and logic relationships;
- (c) Review bi-weekly schedules submitted by the General Contractor and highlight any variance or any inherent risks to achieving the desired competition date;
- (d) Ensure that the General Contractor meets compliance with building and construction codes, City by-laws, zoning, legal, permits, geotechnical, and environmental requirements at all stages of the project;
- (e) Ensure that the General Contractor follows all Health and Safety requirements according to the Province and Authorities Having Jurisdiction;
- (f) Construction inspection and review by having a Resident Construction Inspector on site for all critical stages of construction including, but not limited to, concrete pours to ensure grades and drainage meet design requirements and the installation of process equipment to ensure manufacturer's requirements are met. The OAPM's inspector should be full time on site on-site during construction, from mobilization until Substantial Performance has been reached;
- (g) Review of shop drawings product data / samples;
- (h) Provide monthly or as required inspection and reports not limited but at least on the following categories:
  - (i) Architectural
  - (ii) Mechanical;
  - (iii) Electrical;
  - (iv) Civil;
  - (v) Structural;
  - (vi) Landscape;
  - (vii) IT and Data Communication; and,
  - (viii) Security Systems;
- (i) Review commission and monitor performance of all new process equipment installed;
- (j) Review commissioning issues with Commissioning Agent(s);
- (k) Monitor and report on the progress of construction activities in relation to established schedules;
- (l) Assist the City staff with the day to day needs of the Project including, but not limited to, budget, schedule, quality, and risk;
- (m) Regularly review the project budget which must include current status as well as forecasts;

- (n) Validate the current project schedule; associated reviews must provide comment to the City on critical path and logic relationships;
- (o) Manage major risks specifically related to approvals, schedule and budgets, and provide risk mitigation recommendations to the City;
- (p) Maintain oversight of regulatory permit submissions and approval status respecting the Building Permit process;
- (q) Support the City on any required alternate resolution strategies related to Authorities Having Jurisdiction;
- (r) Provide bi-weekly reporting to the City on project budget and schedule briefing in addition to monthly status reporting;
- (s) Ensure all project documents are included and available in the document and file management system;
- (t) Ensure that satisfactory construction monitoring/reporting is provided by the Design Consultant;
- (u) Provide a Request for Information (RFI) management system and development of a response to the Design Consultant and/or General Contractor;
- (v) Provide detailed analysis and proposed responses to Change Management such as Change Work Orders (CWO's) from the Design Consultant and/or General Contractor;
- (w) Complete CWO's on behalf of the City with sufficient detail to enable the Design Consultant and/or General Contractor to provide an estimate, followed by assessment of the estimate and subsequent documentation;
- (x) Provide Risk Management, Issue Resolution and Decision Log documentation (to support the City);
- (y) Oversee construction meetings and ensure the Design Consultant issues timely meeting agendas, and timely issuance of accurate meeting minutes;
- (z) Oversee Commissioning Plan and review reports for compliance; and,
- (aa) Support in the review of General Contractor invoicing and progress reporting.

D4.11 In the Post Construction phase, services include but are not limited to:

- (a) Ensure that the General Contractor has obtained all required final approvals and inspections from Authorities Having Jurisdiction, including procurement of an Occupancy Permit;
- (b) Oversee completion of commissioning process;
- (c) Track construction deficiencies to completion;
- (d) Assist the City with coordination of hand-over and occupancy of the facility;
- (e) If required, and in case that there is a dispute matter with the Design Consultant or the General Contractor, provide advice for dispute avoidance and assist in dispute resolution following the City's Legal Services guidelines. If they occur, these situations will be considered an additional service, and the City will negotiate a fee for this service with the successful Proponent;
- (f) Develop and support the completion of Project close out procedures;
- (g) Assemble and review all necessary Project close out information;
- (h) Assist with the coordination and compilation of facility operation and maintenance manuals, training, warranties and as-built plans;
- (i) Review quality and completeness of Operation and Maintenance Manuals and Record Drawings and resolve deficiencies;
- (j) Develop a deficiency list and Instructions for correction of deficiencies;
- (k) Issue Substantial Performance Report and Certification.

- (l) Issue Total Performance Inspection and Certification;
- (m) Start-up Assistance and Systems and Equipment Performance Review;
- (n) Advise on timing of final payment and release of holdback monies;
- (o) Assist with identifying and addressing building and process equipment problems during the warranty period.
- (p) Final inspection and acceptance;
- (q) Coordinate warranty issues, create warranty and post-warranty reports, final warranty and warranty walkthroughs; and
- (r) Provide a Class 3 estimate for the detailed design and installation of the required infrastructure to support the future fleet of zero emission buses, by working together with the Transit and Design Consultant teams.

**D4.12 The successful Proponent and any Sub-consultant(s) proposed under this Contract shall not be eligible to provide services under any other contracts associated with the development of this new Transit Bus Parking, Servicing, Maintenance and Repair Garage.**

## **D5. DEFINITIONS**

D5.1 When used in this Request for Proposal:

- (a) "**Design Consultant**" means the Consultant firm(s) and their sub-Consultants contracted through an RFP process who will perform the professional architectural and engineering design services role for the Project;
- (b) "**General Contractor**" means the building construction firm(s) and their sub-Contractors contracted through a Tender process who will perform all the tasks related to the construction of the new garage and deliver the product according to drawings and specifications;
- (c) "**Lead Design Auditor**" means the member(s) of the OAPM team responsible to examine and oversee the design done by the Design Consultant and work along with them to ensure that the design meets the requirements while minimizing drawings and specifications errors and mistakes; and,
- (d) "**Resident Construction Inspector**" means the member(s) of the OAPM team on site during construction responsible to closely monitor that the Work follows the drawings and specifications, and the General Contractor meets all safety regulations, construction codes, by-laws and industry standards .

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

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;

- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D7. UNFAIR LABOUR PRACTICES**

- D7.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

## **D9. SAFE WORK PLAN**

- D9.1 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.
- D9.2 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>

## **D10. INSURANCE**

- D10.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 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 \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 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, 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) project specific professional liability insurance covering the services provided by the consultants for the Project. Such insurance shall provide minimum coverage of ten million dollars (\$10,000,000) per claim. The insurance shall be maintained for twenty-four (24) months after the Project has been completed, or the policy shall be endorsed to allow for a twenty-four month reporting period after Project completion; and
  - (c) require automobile liability insurance covering all licensed motor vehicles owned, hired, leased to or operated on the Project site to be insured with minimum limits five million dollars (\$5,000,000), combined single limit for bodily injury, death and property damage per accident. Such coverage may be met through commercial general liability, where applicable.
- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require any Consultants hired to perform geotechnical 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 D10.2(a) and D10.2(c).

- D10.5 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 D10.2(a), D10.2(b) and D10.2(c).
- D10.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least ten (10) 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 D10.9.
- D10.7 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.
- D10.8 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.
- D10.9 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**

### **D11. COMMENCEMENT**

- D11.1 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.
- D11.2 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 D8;
    - (ii) the Safe Work Plan specified in D9; and
    - (iii) evidence of the insurance specified in D10.
  - (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 D16.1
- D11.3 The City intends to award this Contract by February 15, 2023.

### **D12. CRITICAL STAGES**

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Issue an RFP for Design Consultant to design a New Transit Bus Parking, Servicing Maintenance and Repair Garage via MERX through the City of Winnipeg Materials Management division by May 15, 2023;
  - (b) Issue a Tender for General Contractor to build the New Transit Bus Parking, Servicing Maintenance and Repair Garage via MERX through the City of Winnipeg Materials Management division by May 15, 2024;
  - (c) Construction of the garage to start by August 15, 2024; and
  - (d) Project Substantial Completion by September 30, 2026.

### **D13. COVID-19 SCHEDULE DELAYS**

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant

with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Consulting Contract Administrator.

- D13.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, 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.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D13.4 For any delay related to COVID-19 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 D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

#### **D14. PUBLIC ENGAGEMENT**

- D14.1 The Consultant shall work collaboratively with the Office of Public Engagement.
- D14.2 The Consultant shall host two (2) public engagement meetings with the project team, including the:
- (a) Transit team and their invited stake holders; and,
  - (b) Design Consultant team.
- D14.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- D14.3.1 All public materials must be posted online two (2) weeks prior to an in-person event.
- D14.3.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D14.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D14.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

#### **Public & Stakeholder Engagement Deliverables**

- D14.5 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:
- (a) a public engagement strategy that clearly identifies:
    - (i) the public's role in the decision-making process;
    - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;

- (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
- (iv) how input will be considered and incorporated where possible.
- (b) event(s) and engagement opportunities;
- (c) summaries corresponding to engagement phases; and
- (d) a final public engagement report.

### **Public & Stakeholder Engagement Expectations**

- D14.6 The Project represents an important transit infrastructure commitment for the City and public engagement will be required to ensure the public is well informed and engaged, where necessary, and to meet the City's communications and public engagement requirements.
- D14.7 The Consultant shall meet with, coordinate and deliver the requirements of City stakeholders throughout the entire design and construction process. In conjunction with the City, the Consultant shall identify the stakeholder groups and representatives at the outset of the Work.
- D14.8 In addition to the Public & Stakeholder Engagement Deliverables, the Consultant shall provide two representatives from their team as well as from the Design Consultant team for the purpose of attending two public engagement events at some time during the course of the project, to assist in conveying project information to stakeholders.

### **Public & Stakeholder Engagement Outcomes**

- D14.9 The execution of the public engagement plan will result in reaching the following objectives:
- (a) participants and the general public have an understanding of the City's current systems and processes;
  - (b) participants and the general public recognize the need for a new Transit Bus Parking, Servicing, Maintenance and Repair Garage ;
  - (c) participants' perceptions of Winnipeg Transit , improvements to Transit service, and a vision for future Transit needs are considered and incorporated into the review;
  - (d) participants input in response to terms of reference are collected and considered; and
  - (e) participants understand how their input was considered and incorporated (where possible) into the new Transit Bus Parking, Servicing, Maintenance and Repair Garage .

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D15.2 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.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

## **D16. PAYMENT**

D16.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **DISPUTE RESOLUTION**

### **D17. DISPUTE RESOLUTION**

D17.1 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 D17.

D17.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D17.3 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.

D17.4 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.

D17.4.1 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.

D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

- D17.4.3 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.
- D17.4.4 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 D17.4.3, 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

#### D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D18.2 For the purposes of D18:
- (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.
- D18.3 Indemnification By Consultant
- D18.3.1 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.
- D18.3.2 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;
- in relation to this Contract or the Work.
- D18.4 Records Retention and Audits
- D18.4.1 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. All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada;

- D18.4.2 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 D18.4.1 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.
- D18.5 Other Obligations
- D18.5.1 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.
- D18.5.2 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.
- D18.5.3 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.
- D18.5.4 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.
- D18.5.5 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.
- D18.5.6 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.
- D18.5.7 The Consultant agrees that the Contract does not establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Consultant, or between Manitoba and the Consultant, nor between Canada or Manitoba and any Subconsultant. Further, the Consultant agrees this Contract shall not be construed as authorizing any person, including the Consultant, to contract for or to incur any obligation on behalf of Canada or on behalf of Manitoba, or to act as an agent for Canada or as an agent for Manitoba;

## **APPENDIX A – EASTERN CORRIDOR SG – BASIS OF ESTIMATE\_MEMO\_DRAFT\_COMBINED (SEPTEMBER 2019)**

## **APPENDIX B – NG WINNIPEG TRANSIT SATELLITE GARAGE - FINAL REPORT (APRIL, 2019)**

