



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 216-2024**

**PROFESSIONAL CONSULTING SERVICES FOR PAN AM POOL BUILDING  
REPAIRS AND RENEWAL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR PAN AM POOL BUILDING REPAIRS AND RENEWAL

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 8, 2024.

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

### **B3. SITE INVESTIGATION**

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the Pan Am Pool at 25 Poseidon Bay on:

- (a) March 20, 2024 10am;
- (b) March 21, 2024 10am.

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

B3.2 Attendance at the Site Investigations is mandatory.

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](http://www.merx.com).
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
  - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;

- (c) Project Understanding and Methodology (Section E) in accordance with B12;
- (d) Project Schedule (Section F) in accordance with B13;
- (e) List of Projects with Similar Scopes (Section G) in accordance with B14;
- (f) Project Delivery (Section H) in accordance with B15; and
- (g) Social Procurement Questionnaire (Section I) in accordance with B16.

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](http://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.

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 D17. Any such costs shall be determined in accordance with D17.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals should include:

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

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) identify cost estimates compiled by the proponent;
- (f) project owner;

- (g) reference information (two current names with telephone numbers and email addresses per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager.

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

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

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

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

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

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to communication and stakeholder engagement on the Project;
- (d) the proposed Project budget;
- (e) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management->

[program/templates-manuals.stm#2](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;

(f) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

### **B13. PROJECT SCHEDULE (SECTION F)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

### **B14. LIST OF PROJECTS WITH SIMILAR SCOPE (SECTION G)**

B14.1 Submit a list of the Key Projects of similar complexity, scope and value, including a short summary of objectives, challenges and solutions.

### **B15. PROJECT DELIVERY (SECTION H)**

B15.1 Demonstrated ability to successfully deliver projects on-schedule and on-budget relative to the owner's requirements, in projects where the proponent provided services as both owner's representative and contract administrator, on recently (within the past five years) completed projects.

### **B16. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION I)**

B16.1 The Proponent should fill in the questionnaire in accordance with the instructions in Appendix C.

### **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 Engineering Group – Provided Structural Condition and Building Envelope Assessment
- (b) KGS Engineering Group – Provided Solar Energy Opportunities Reassessment

## 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;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B19.4 and D6); and
- (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - Security Clearance.

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](http://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) Experience of Proponent and Subconsultant; (Section C)   | 20%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 15%         |
| (f) Project Understanding and Methodology (Section E)  | 20%         |
| (g) Project Schedule. (Section F)  | 5%          |
| (h) List of Projects with Similar Scope (Section G)  | 10%         |
| (i) Project Delivery (Section H)   | 10%         |
| (j) Social Procurement Questionnaire (Section I)   | 10%         |
- B25.2 Further to B25.1(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.
- 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 B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 Further to B25.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B25.6 Further to B25.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.
- B25.7 Further to B25.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B25.8 Further to B25.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B25.9 Further to B25.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B25.10 Further to B25.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B25.11 Further to B25.1(h), List of Projects with Similar Scope will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B25.12 Further to B25.1(i), Project Delivery will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.

- B25.13 Further to B25.1(j) the Social Procurement Questionnaire will be evaluated considering the information provided in response to B16. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B25.1(j)
- B25.14 Notwithstanding B25.1(d) to B25.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(g) the score of zero may be assigned to the incomplete part of the response.
- B25.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B25.16 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 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 D17 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B26.8 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.
- B26.9 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, Purchasing 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:

Dennis Flores

Project Coordinator

Telephone No. 204 986-7046

Email Address: [dflores@winnipeg.ca](mailto:dflores@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 Pan Am Pool, located in southwest Winnipeg at 25 Poseidon Bay, is a City of Winnipeg owned and operated multi-use, multi-generational aquatic facility. The pool was originally built for the 1967 Pan American Games. Separate building additions have been added to the existing structure over the years, such as the lap pool addition in 1994 on the building east side, and a multi-purpose addition added in 1998-1999 on the building west side. The facility is comprised of three pools, two of them used for competitive swimming and the third as a children's/kiddie pool. The facility is a two-storey building housing multi-use aquatic and recreational amenities, with a total floor area of approximately 163,000 square feet.

D3.2 A building assessment of Pan Am Pool was completed in 2020 which indicated that certain building and system components have experienced marked deterioration or failure while others remain serviceable/functional but are approaching end of useful life. Recent facility studies include a Structural Condition and Building Envelope Assessment conducted in 2022, and a Solar Energy Opportunity Re-Assessment completed in 2023.

D3.3 In November 2020, Council adopted the Recreation and Library Facility Investment Strategy which identified Pan Am Pool for a recommended renewal project to address prioritized needs. The consulting assignment associated with this bid solicitation will address the facility improvements mandated by Council.

#### User Experience

D3.4 The Pan Am Pool is the City of Winnipeg's premier aquatic facility and meets international standards to host world-class aquatic events; it is the highest utilized civic aquatic facility. The pool receives requests for diving, swimming, artistic swimming and water polo events of a local, provincial, national, and international nature.

D3.5 The Pan Am Pool is a City-wide facility that serves the entire population of Winnipeg and beyond due to its size, unique components and specialized use by competitive and high-performance sport. The facility also offers a range of public programs including, free swim, youth free swim, various public swim hours, Learn to Swim lessons, leadership courses, and a variety of Aqua Fit programs. In addition, Pan Am Pool hosts a number of clubs, major sport groups, various external user groups, and special events.

D3.6 Notable competitions hosted at the Pan Am Pool include:

- 1967 Pan Am Games
- 1990 Western Canada Summer Games
- 1999 Pan Am Games
- 1999 FINA Women's Water Polo Cup
- 2017 Canada Summer Games
- 2023 World Police and Fire Games

D3.7 The following are project risks which have been identified by the City and are to be managed, minimized or eliminated by the Consultant. Other risk items may be identified by the Consultant during the course of the project:

- a) Pan Am Pool is over 50 years old. Unknown or unexpected site conditions may be ascertained as investigations, design and construction work is undertaken;
- b) Hazardous materials (e.g. Asbestos) are present in this facility. A full asbestos inventory report will be provided;
- c) Existing site conditions pose limitations/restrictions within the facility to complete all desired renovations and critical upgrades;
- d) Existing building conditions may limit or inhibit some facility upgrades/improvements from being undertaken. The consultant will consider such factors when establishing the full scope of repairs and upgrades;
- e) Facility closures are challenging and have significant impact to the community and stakeholder organizations. Attempts will be made to minimize the facility closure and impact. The City of Winnipeg will prioritize the partial operation of the facility wherever possible. The facility will need to close for construction with impacts to various user groups and public services/programming. As such, the extent and duration of the work will have to be carefully established and planned in coordination with the City and relevant stakeholders.

D3.8 When designing new installations and/or improvements to existing infrastructure, the Consultant should consider:

- a) future regulatory trends;
- b) environmental sustainability including City targets/requirements;
- c) Winnipeg Accessibility Design Standards;
- d) operational limitations/requirements;
- e) life cycle cost including maintenance;
- f) current and future programming needs.

D3.9 There are two relevant building assessments included as information with this RFP. These are:

- (i) Structural Condition and Building Envelope Assessment by Crosier Kilgour & Partners, and
- (ii) Solar Energy Opportunities Reassessment by KGS Group;
- (iii) Refer to Appendix A. These are for guidance purposes only and do not require the proponent to adopt or abide by any specific recommendations identified therein. The proponent and its consultants are expected to exercise due diligence in conducting independent information reviews, stakeholder meetings, building assessments, cost impact analyses, and any other supporting/required studies.

D3.10 Objectives of prime design consultant services contract

- (a) The Consultant will work closely with the Project Manager to deliver the Project on time, within the assigned budget, in accordance with the City's Project Management Manual

[Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#) and Major Capital Project and ICIP reporting requirements.

- (b) Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise and oversight capability; 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 are not consistent with good industry practice.

#### D3.11 Subconsultants

D3.11.1 The Consultant will be responsible to retain and coordinate all required Subconsultants. All "Instruments of Service" by the Consultant and its Subconsultants shall bear the seal of an individual in good standing with the appropriate professional association This shall include Tender, and Issued for Construction documents. The Consultant shall be responsible for all design coordination of the work of its Subconsultants and specialists.

D3.11.2 The Consultant's project team may consist of, but not be limited to, the Subconsultants or in-house specialists listed below:

- (a) Architect;
- (b) Civil Engineer;
- (c) Structural Engineer;
- (d) Mechanical Engineer;
- (e) Electrical Engineer;
- (f) Energy Modeling Specialist;
- (g) Pool Tank Rehabilitation Specialist;
- (h) Independent City of Winnipeg Accessibility Design Standards (WADS) Specialist;
- (i) Independent Commissioning Consultant;
- (j) Building/Fire Code Consultant;
- (k) Cost Consultant / Quantity Surveyor.

D3.11.3 The Subconsultant Leads shall not be changed without the prior written approval of the City.

D3.11.4 Each Subconsultant Lead shall lead the delivery of design services for its discipline throughout the project.

D3.11.5 For the duration of the schematic design, design development, and construction document stages of the project, each of these Subconsultant Leads may be required to attend meetings as determined by the Design Lead or on the request of the City.

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

D4.1 The Services required under this Contract shall be in accordance with the following:

- (a) General Project Requirements;
- (b) Third Party Services Coordination;
- (c) Integrated Design Process Implementation;
- (d) Pre-Design Scope Determination;
- (e) Schematic Design;
- (f) Detailed Design and Specification Development;
- (g) Contract Document Preparation;
- (h) Procurement;
- (i) Construction Services;
- (j) Post Construction Services.

#### D4.1.1 General Project Requirements

The Consultant shall:

- (a) identify a Design Lead, whom as the Consultant's representative shall be solely responsible for managing and delivering the services of the Consultant and its Subconsultants for the duration of the project. The Design Lead will attend City meetings upon request, design meetings, construction meetings, and such other meetings (virtually and/or in person at a location to be confirmed) as the Project Manager may request;
- (b) attend and participate in regular City Project Delivery Office (PDO) meetings;
- (c) provide monthly progress reporting;
- (d) assist the City with the preparation of reports and presentations to the City Council, City staff, public, and other project stakeholders/partners as may be required;
- (e) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
- (f) provide access to digital graphics and professional renderings to support project communication and engagement activities;
- (g) schedule, chair, and minute Integrated Design Process (IDP) team meetings and external stakeholder meetings throughout the design;
- (h) submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the Project Manager for distribution to the project team;
- (i) provide monthly schedule updates during the design phases, and review and comment on the construction schedule during construction. The schedule updates should include a summary of work completed to date, including but not limited to major changes within the reporting period, tracked issues, and upcoming milestones;
- (j) conduct proper document management practices, according to City standards, to file all relevant project documents (design documents, construction documents, meeting minutes, etc.) to the project's ShareFile site;
- (k) meet with, coordinate, and deliver the requirements of City Stakeholders throughout the entire design process respecting facility programming, maintenance, and operational considerations/requirements. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work;
- (l) schedule and attend meeting(s) with regulatory officials and other authorities having jurisdiction to ascertain/verify all relevant project requirements;
- (m) provide Services in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

#### D4.1.2 Third-Party Services Coordination

- (a) The Consultant shall define scope of services and produce technical standards/requirements required for the work of third-party specialist consultants (e.g. Building Commissioning Consultant) required in the project, and will assist the City with retaining the consultants (through a competitive tender process) required to obtain the information needed. The City will engage the recommended/selected firms directly.

#### D4.1.3 Integrated Design Process Implementation

- (a) The Consultant shall be responsible to undertake design services using the Integrated Design Process (IDP). IDP meetings will involve the participation of City stakeholder

groups deemed relevant to the project. This may include but not necessarily be limited to: the Client, Maintenance & Operations groups/staff. The Consultant will have responsibility & oversight to arrange and manage all meetings including chairing and minuting. The Consulting Contract Administrator will be responsible to identify the groups and individuals deemed stakeholders to be invited and attend IDP meetings.

#### D4.1.4 Pre-Design Scope Determination

- (a) The Consultant shall base their initial scope definition/analyses on the facility repair needs previously identified in past studies. Recognizing there are budget limitations, the City has discussed assessing the repairs and renewal required to; the Main Pool Tank area, the Dive Tower(s), and the Air Handling Units. Final determination to be made through consultant analysis and recommendation(s).
- (b) The Consultant should independently perform their own site evaluation to assess the facility condition, deficiencies and needs as relevant to the assignment. Other facility needs not identified or known to the City may arise or become evident as a result of the Consultant's assessment. As such, the list of repair needs identified herein may materially change as a result of the Consultant's own investigations/assessment.
- (c) The Consultant shall establish a scope of repairs and improvements and present findings in a report that defines prioritized needs, repairs, estimated costs, budget alignment, construction work timelines, and provides associated recommendations.
- (d) The Consultant shall, in consultation with the City, affirm a program of repairs and improvement work that optimizes/maximizes facility improvement outcomes that can be delivered within the budget constraints of the project.

#### D4.1.5 Schematic Design

The Consultant shall provide:

- (a) all design related coordination;
- (b) project scheduling review;
- (c) project budget review;
- (d) energy studies/modeling review;
- (e) assess requirement for special studies;
- (f) architectural design concepts;
- (g) structural, mechanical, electrical, civil design concepts;
- (h) instrumentation/Control design concepts;
- (i) Sustainable Design concepts;
- (j) Universal Design concepts;
- (k) Furnishings, fixtures and equipment requirements ;
- (l) schematic plans;
- (m) coordination with Commissioning Agent(s) (arranged and procured by the City);
- (n) consultation/review/approval Authorities Having Jurisdiction;
- (o) prepare for the City's review a Schematic Design Package (representing approximately 10-15% design completion) and a Class 4 cost estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation).

#### D4.1.6 Detailed Design and Specification Development

The Consultant shall provide:

- (a) all design related coordination;
- (b) project scheduling development;

- (c) project budget review;
- (d) energy studies/modeling development;
- (e) special studies/reports development;
- (f) architectural design development;
- (g) structural, mechanical, electrical, civil design development;
- (h) instrumentation/Control design development;
- (i) Sustainable Design development;
- (j) Universal Design development;
- (k) Furnishings, fixtures and equipment design development;
- (l) models, perspectives or computer presentations;
- (m) design drawings and Specifications;
- (n) prepare for the City's review a 33% Design Package (representing approximately 33% design completion) submission including draft design drawings and Specifications, and a Class 3 cost estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation);
- (o) prepare for the City's review a 66% Design Package (representing approximately 66% design completion) submission including draft design drawings and Specifications;
- (p) prepare for the City's review a 99% Design Package (representing approximately 99% design completion) submission including final design drawings and Specifications, and a Class 1 cost estimate plus Class of Estimate validation/analysis (refer to City Investment Planning documentation);
- (q) provide value engineering/analysis and cost reduction strategies, recommendations as part of the 33%, 66% and 99% design submissions to facilitate City decision-making on budget alignment and tender strategy in relation to construction cost projections;
- (r) coordination with Commissioning Agent(s);
- (s) Authorities Having Jurisdiction – consultation/review/approval of construction plans;
- (t) Development/Building Permit Application preparation/submission (City to pay all associated permit costs).

#### D4.1.7 Contract Document Preparation

The Consultant shall provide:

- (a) Issue-for-Tender drawings and Specifications set. Provide original signed/stamped, facsimile, and/or digital copies as requested by the City. All City comments must be addressed in the Issue-for-Tender package;
- (b) Furnishings and Equipment schedules;
- (c) document checking and coordination.

#### D4.1.8 Procurement

The Consultant shall:

- (a) verify all contract insurance and bonding requirements with City Insurance branch;
- (b) prepare and issue a City of Winnipeg Request for Qualification (RFQ) for construction services including all necessary consultation/coordination with Materials Management;
- (c) review and evaluate proposals to short-list the most qualified RFQ proponents;
- (d) prepare and issue a City of Winnipeg Tender for construction services (The City of Winnipeg Bid opportunity process) to the short-listed proponents, including all necessary consultation/coordination with Materials Management;
- (e) prepare any Addenda to the RFQ or Tender documents;

- (f) attend pre-Bid meetings, site tours or proponent interviews as required;
- (g) provide advisory service for bid evaluation and award of contract recommendation.

#### D4.1.9 Construction Services

The Consultant shall:

- (a) monitor the Contractor's construction schedule, progression of work, and forecasts;
- (b) perform all necessary construction contract administration;
- (c) prepare all project documentation according to City standards and City templates;
- (d) perform all necessary construction inspections and reviews;
- (e) Chair site meetings and record/distribute Meeting Minutes;
- (f) document contractor submission of Safe Work Plans for all aspects of construction;
- (g) review and evaluate status/progress reports;
- (h) process payment certificates for payment;
- (i) provide interpretation of Contract documents;
- (j) review Shop Drawings, product data/samples;
- (k) prepare and review Field Instructions, Proposed Change Notices and Change Orders;
- (l) review of Contractor Project Change Notice pricing;
- (m) As-Built Record drawing review;
- (n) produce inspection reports;
- (o) coordination with Commissioning Agent(s);
- (p) coordination with Authorities Having Jurisdiction;
- (q) evaluate/assess construction deficiencies;
- (r) evaluate/assess Liquidated Damages as may be warranted;
- (s) issue Substantial and Total Performance Certificates.

#### D4.1.10 Post Construction Services

The Consultant shall:

- (a) review/assess warranty-related complaints that may arise in the Warranty Period;
- (b) report on deficiencies including instructions for Warranty correction;
- (c) administer Warranty claims with the contractors, vendors or suppliers as necessary;
- (d) affirm completion/provision of Operation and Maintenance manuals;
- (e) provide hard copy and electronic record documents to the City, including but not limited to as-built drawings, Specification sets;
- (f) affirm end of Warranty period and project close-out.

#### D4.2 Sustainable Design

- (a) OurWinnipeg 2045 sets out the City's climate target of net zero emissions by 2050 which aligns with federal and international targets. The Community Energy Investment Roadmap (CEIR) identifies City and community-wide systems level actions and investments to achieve this updated target. Council directed the Public Service to implement the CEIR in July 2022. In addition, the CEIR identifies that after reducing the need for energy and increasing energy efficiency, electrification of heating in buildings is key to meeting City of Winnipeg climate targets.
  - (i) The City is committed to optimizing energy efficiency and reducing carbon emissions within the Pan Am Pool building. To align with the City's climate target of achieving net-zero emissions by 2050, the consultant must consider any elements within the

- agreed-upon finalized scope that impact energy consumption and carbon emissions. If such elements are identified, the consultant shall:
- (i) Design with net zero carbon ready and/or low carbon principles in mind. in order to align with the City of Winnipeg's net zero carbon goals and promote low carbon practices.
  - (ii) Facilitate the project's participation in relevant Efficiency Manitoba Business incentive programs. Additionally, investigate other potential incentive programs to maximize available benefits.
- (b) While recognizing that budget constraints may limit the feasibility of installing a solar wall, if some or all of the air handling units are replaced, the City aims to design the ventilation ductwork in a way that facilitates the potential future installation of a solar wall or solar roof ducts. The consultant should explore "solar ready" principles:
- (i) The high humidity in a pool's exhaust air presents challenges during winter when utilizing a heat recovery unit. In these conditions, the moisture in the exhaust air freezes upon contact with outside air temperatures, severely compromising the efficiency of the unit or rendering it completely ineffective. The building provides a good opportunity for solar energy capture to pre-heat the ventilation air. KGS conducted a solar energy report, evaluating two options for solar ventilation air heating: a solar wall covering the main pool area's south-facing elevation, and solar ducts installed on the roof of the lap pool addition.
  - (ii) When installing new HVAC or other rooftop equipment, it is crucial to select locations on the roof that do not obstruct or cast shadows on the designated area for future solar installations. Please note, the weight of the solar wall cannot be supported from the existing wall structure; therefore, a dedicated standalone structural support system would be required. In addition, the study noted that the installation of solar ducts on the main pool area roof is not feasible due to the additional structural loads that the roof was not designed to handle.
- (c) In the event that building envelope upgrades are incorporated into the project, the consultant shall engage a Building Enclosure Commissioning Agent (BECxA) during the development phase to provide input into building enclosure systems as they relate to energy, water, indoor environmental quality, durability and air tightness throughout the project. The Consultant shall recommend a preferred vendor to the City. The City will then contract with the preferred BECxA independently from the Consultant. The Consultant will work with the agent as part of the project team to incorporate envelope commissioning into the project design and construction.
- (d) In the event that electrical or electrical upgrades are incorporated into the project, the consultant shall coordinate design and specification requirements as relating to building commissioning and quality assurance/quality control testing (to be undertaken by an independent third party(s) contracted by the City).

D4.3 The following shall apply to the Services:

- (a) Universal Design Policy

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

- (b) The design consultant shall be solely responsible to ensure all WADS [https://winnipeg.ca/ppd/Universal\\_Design.stm](https://winnipeg.ca/ppd/Universal_Design.stm) requirements are considered with the provided budget for architectural work in mind, and as part of the project Deliverables provided to the City, will produce a comprehensive WADS Compliance Document that summarizes all analysis, application, limitations & exclusions introduced by existing conditions (if applicable), and implementation of solutions; complete with signed statement of WADS compliance by the professional taking responsibility for the work, at the time that final drawings are issued for construction.

- (c) Public Health Act

Provide Services in accordance with the City's Public Health Act for Swimming Pools. [Swimming Pools and Other Water Recreational Facilities Regulation, M.R. 132/97 \(gov.mb.ca\)](#)

- D4.4 The funds available for this Contract are:
- (a) up to \$500,000 for design and contract administration services;
  - (b) \$4,100,000 has been earmarked for construction services.

## D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) City of Winnipeg Cost Classification System:  
<https://legacy.winnipeg.ca/infrastructure/pdfs/CostEstimateClassification.pdf>
  - (b) **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.

## 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 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 \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000, in the aggregate.
- D10.2.1 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.
- 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 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 D10.2(a) and D10.2(b).
- 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) 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 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 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 D15.1.
- D11.3 The City intends to award this Contract by May 2024.

### **D12. CRITICAL STAGES**

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete Program Validation and Scope Definition by November 30, 2024;
  - (b) Schematic Design Submission by February 31, 2025;
  - (c) 100% Construction Document Submission by August 31, 2025.

Note: The Consultant shall acknowledge the possibility of multiple construction contracts. In that case it would be handled through negotiation and extension of contract.

### **D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D13.1 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.
- D13.2 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.
- D13.3 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.
- D13.4 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 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 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

### D14. INVOICES

D14.1 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)

D14.2 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.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D15. PAYMENT

D15.1 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

### D16. DISPUTE RESOLUTION

D16.1 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 D16.

D16.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D16.3 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.

- D16.4 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.
- D16.4.1 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.
- D16.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D16.4.3 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.
- D16.4.4 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 D16.4.3, 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

#### D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D17.1 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.
- D17.2 Further to D17.1 in the event that the obligations in D17 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.
- D17.3 For the purposes of D17:
- (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.
- D17.4 Modified Insurance Requirements
- D17.4.1 If not already required under the insurance requirements identified in D10, 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.

- D17.4.2 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.
- D17.4.3 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.
- D17.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D17.5 Indemnification By Consultant

- D17.5.1 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.
- D17.5.2 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;
- D17.5.3 in relation to this Contract or the Work.

#### D17.6 Records Retention and Audits

- D17.6.1 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.
- D17.6.2 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 D17.6.1 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.

#### D17.7 Other Obligations

- D17.7.1 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.
- D17.7.2 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.
- D17.7.3 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.
- D17.7.4 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.
- D17.7.5 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.
- D17.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## PART E - SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Consulting Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Services.
- E1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- E1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services.

**APPENDIX A – EXISTING CITY OF WINNIPEG FACILITY REPORTS**  
**APPENDIX B – REFERENCE DRAWINGS**  
**APPENDIX C – SOCIAL PROCUREMENT QUESTIONNAIRE**