



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 447-2025

**PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION OF FLOOD
CONTROL GATE CHAMBER AT BALDRY CREEK AND PTH100**

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Section B)	3
B10. Experience of Proponent and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Management Proposal (Section F)	6
B14. Project Schedule (Section G)	6
B15. Disclosure	7
B16. of Interest and Good Faith	7
B17. Qualification	8
B18. Opening of Proposals and Release of Information	9
B19. Irrevocable Offer	10
B20. Withdrawal of Offers	10
B21. Interviews	10
B22. Negotiations	10
B23. Evaluation of Proposals	10
B24. Award of Contract	11

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Scope of Services	1
D5. Definitions	2
D6. Supplier Code of Conduct	2
D7. Unfair Labour Practices	2

Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3

Schedule of Services

D11. Commencement	4
D12. Critical Stages	5
D13. Supply Chain Disruption Schedule Delays	5

Measurement and Payment

D14. Invoices	5
D15. Payment	6

Dispute Resolution

D16. Dispute Resolution	6
-------------------------	---

Third Party Agreements

D17. Funding and/or Contribution Agreement Obligations	7
--	---

PART E - SCOPE OF SERVICES

E1. Design Services	1
E2. Contract Administration Services	4
E3. Project Close Out	5

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

APPENDIX B – DISCHARGE PIPING UNDERCROSSING INCLUDING END PROTECTION BOX HISTORICAL RECORD DRAWING

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION OF FLOOD CONTROL GATE CHAMBER AT BALDRY CREEK AND PTH100

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 30, 2025.
- B2.2 The Consulting Contract Administrator or the Manager of Purchasing 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 Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract

Administrator. The use and disclosure of the Confidential Information shall not apply to information which:

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

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12;
- (d) Management Proposal (Section F) in accordance with B13; and
- (e) Project Schedule (Section F) in accordance with B14.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in

the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(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 D3.1 Scope of Services.

B9.2 Additional Work Allowance:

- (a) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent.
- (b) The Additional Work Allowance is to be used for engineering and design services that arise due to unforeseen conditions arising.
- (c) The Additional Work Allowance is to be included in the calculation of total Fees proposed by the Proponent.
- (d) The Additional Work Allowance shall only be used with written permission of and approval by the Consulting Contract Administrator.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 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.

B9.5 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.

- (a) The Proponent shall submit a list of charge out rates for each generic project positions (i.e. Lead Discipline Engineer, Discipline Drafter, etc.) along with any overtime rates (if applicable).

B9.6 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.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.7.1 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.

B9.8 Consultants shall submit a table with the applicable charge out rates for each position to be used on the project towards Additional Work Allowance.

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) location of the project (street, city and province);
- (b) pictures with descriptions showing the initial project and final project status;
- (c) description of the project;
- (d) role of the consultant;
- (e) consultants original contracted cost and final cost;
- (f) project's original contracted cost and final cost;

- (g) design and schedule (anticipated Project schedule and actual project delivery schedule, Award of Contract, 100% Detailed Design, Award of Construction Contract, Substantial Performance, Total Performance and Project Close-Out);
- (h) project owner;
- (i) any deviations in costs and/or schedule shall be clearly indicated and the reason of the deviation.
- (j) reference information (two current names with telephone numbers and email addresses per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

- (a) Project Manager;
- (b) Contract Administration Personnel
- (c) Civil Engineer; and
- (d) Structural Engineer.

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. Descriptions should include:

- (a) planned role of key personnel intended for this project and why they would be a good fit for planned role;
- (b) educational background and degrees;
- (c) professional recognition;
- (d) current job title;
- (e) years of experience in design and construction; and
- (f) years of experience with existing employer.

B11.3.1 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 Proponents understanding of the Project;
 - (b) the Proponents approach and methodology to complete the work;
 - (c) any innovation to be used to perform the services;
 - (d) any location specific issues;
 - (e) any perceived project challenges and how they will be overcome;
 - (f) any activities and services to be provided by the City;
 - (g) the deliverables of the Project;
 - (h) the City design requirements and adherence to the City Design Guidelines, identifiers, drawing templates, etc;
 - (i) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (j) any other issue that conveys your team's understanding of the Project requirements.

B13. MANAGEMENT PROPOSAL (SECTION F)

- B13.1 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.
- B13.2 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.3 Proposals should address:
- (a) job function for each identified individual and group of individuals so identified;
 - (b) time estimates by work activity/phase defined in D4, Scope of Services and in total for each individual identified in B11.1.1;
 - (i) Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B13.3 (b).
 - (ii) A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
 - (c) Risk and Quality Management systems that will be used on the project.

B14. PROJECT SCHEDULE (SECTION G)

- B14.1 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.

B14.2 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.

B14.3 Proponents shall include a key project schedule table indicating the following milestone dates:

- (a) Award of Contract;
- (b) Kickoff Meeting;
- (c) 66% Design Complete;
- (d) 99% Design Complete;
- (e) Construction Tender Posted to MERX;
- (f) Construction Tender Closing Date;
- (g) Contract Award Date;
- (h) Substantial Performance;
- (i) Total Performance;
- (j) Record Documents; and

B14.4 Project Close-Out.

B15. DISCLOSURE

B15.1 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.

B15.2 The Persons are:

- (a) N/A

B16. OF INTEREST AND GOOD FAITH

B16.1 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.

B16.2 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.

B16.3 In connection with their Proposal, each entity identified in B16.2 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.

B16.4 Without limiting B16.3, 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.

B16.5 Without limiting B16.3, 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 B16.4 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.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B17. QUALIFICATION

B17.1 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.

B17.2 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B17.3 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 B17.4)
- B17.4 Further to B17.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B17.5 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.
- B17.6 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.
- B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B18.1 Proposals will not be opened publicly.
- B18.2 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.
- B18.3 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).
- B18.3.1 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.
- B18.4 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.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B19.2 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.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.
- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 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 B17: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 15% |
| (g) Management Proposal (Section F) | 5% |
| (h) Project Schedule. (Section G) | 5% |
- B23.2 Further to B23.1(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.

- B23.3 Further to B23.1(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.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B23.6 Further to B23.1(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.
- B23.7 Further to B23.1(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.
- B23.8 Further to B23.1(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.
- B23.9 Further to B23.1(g), Management Proposal will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B23.10 Further to B23.1(h) Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14
- B23.11 Notwithstanding B23.1(d) to B23.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B23.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.13 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.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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.
- B24.2.1 Without limiting the generality of B24.2, 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.

- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at their discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 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
- B24.6.1 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.
- B24.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B24.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D17 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B24.9 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.
- B24.10 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is:
Duane Baker, C.E.T.
Telephone No. 204 986-4289
Email Address: duanebaker@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 Current flood control measures involve divers installing a temporary plug in the existing culvert crossing the Perimeter Highway, east of Pembina Highway. The flow from the existing drainage system is then pumped with high capacity pumps through the 3 existing discharge pipes under the Perimeter Highway. Construction of a permanent gate structure would eliminate the risk of the specialized installation of the plug and eliminate the risk of plug failure and back flooding of the river into the Baldry Creek drainage system including residential and rural areas.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of providing Engineering Services for the Detailed Design and Contract Administration for the construction of the Flood Control Gate Chamber at Baldry Creek and in accordance with the following:
- (a) Preliminary Engineering;
 - (b) Geotechnical Engineering;
 - (c) Design and Specification Development;
 - (d) Contract Document Preparation;
 - (e) Procurement Process;
 - (f) Non-Resident Construction Services;
 - (g) Resident Construction Services; and
 - (h) Record Drawing and Contract Closeout Services.
- D4.1.1 The Services required under D4 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.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“CoW”** means City of Winnipeg;
- (b) **“PTH 100”** means Provincial Trunk Highway;
- (c) **“Supply Chain Disruption”** means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. SUPPLIER CODE OF CONDUCT

- D6.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D6.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D6.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

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, Purchasing 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

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Final design completed and accepted by the City no later than December 20, 2025;
 - (b) Tender for chamber upgrades closing no later than February 20, 2026;
 - (c) Commencement of Construction no earlier than December 1, 2026;
 - (d) Cast Iron Gates to be Operational by March 2, 2027;
 - (e) Substantial Performance by March 13, 2027;
 - (f) Total Performance by June 30, 2027.

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 Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.
- D14.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) the City's project number and title: D-459 – Construction of Flood Control Gate Chamber at Baldry Creek and PTH100
 - (c) the Consultant's Contract Administrator's name;

- (d) date of delivery;
- (e) delivery address;
- (f) type and quantity of work performed;
- (g) the amount payable with GST and MRST shown as separate amounts; and
- (h) the Consultant's GST registration number.

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.

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 Purchasing 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 - SCOPE OF SERVICES

E1. DESIGN SERVICES

- E1.1.1 These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg.
- E1.1.2 The consulting services described herein will be provided for the Water and Waste Department (the Department).
- E1.1.3 The Department will provide assistance towards the following services:
- (a) Limited provision of non-resident contract administration and inspection services for above.
- E1.1.4 The following Engineering Services are required for the Construction of Flood Control Gate Chamber at Baldry Creek and Pth100
- (a) Structural engineering services for the design of the new 3 cell gate chamber, complete with access and equipment hatches and ladders.
 - (b) Appropriately size the gates.
 - (c) Provision of survey services to determine project limits, elevations and locations.
 - (d) Specifications for new flap and slide gates.
 - (e) Design of slide gate installation in the existing or new reinforced concrete chamber.
 - (f) Design of flap gate installation in the existing or new reinforced concrete chamber.
 - (g) Design of an access box to protect the connection points to the 3 discharge pipes under PTH100.
 - (h) Ensure that building design complies with the latest edition of the Manitoba Building Code, if required
 - (i) Work with The Province of Manitoba including Manitoba Transportation and Infrastructure, to secure any permits and permissions required to complete the work.
 - (j) Work with The Department of Fisheries and Oceans to secure any permits, permissions and design requirements to mitigate fish impact required to complete the work.
 - (k) Provision of screening required by Heritage Resources.
 - (l) Provision of any geotechnical and soil testing reports for use in design and obtaining any permits
 - (m) Preparation and administration of all Tender documents.
 - (n) Provision of resident and non-resident Contract Administration services.
 - (o) Project close-out services.
- E1.1.5 Meetings
- (a) Attend a mandatory meeting with the Design & Construction and Wastewater Services Branches of the Department to review project expectations and limits. The consultant shall ensure that all discipline leads attend the orientation meeting.
 - (b) Attend monthly design progress meetings with the City of Winnipeg project team members to review design progress. The consultant shall ensure that the project manager and all required discipline leads attend the monthly design progress meetings. Meetings will be used to update progress to date, anticipated submittals, any ongoing project issues along with ask questions to City staff. Meeting minutes shall be distributed to all attendees and project personnel.
- E1.1.6 Design Services
- (a) General

- (i) Allow for a maximum two (2) week review of each submission by City staff. Any incomplete or corrections required submissions will be returned and will require resubmission until stage submission is complete.
- (ii) Prepare a 66% design review submission complete with Drawings List in excel format, Drawings, and Class II estimate.
- (iii) Prepare a 99% design review submission complete with Drawings, Specifications, Shop Drawing Log Submittal and Class I, pre-tender estimate. The pre-tender estimate must be provided to the Department's contact person for review at least ten (10) calendar days prior to tendering. **The project shall not be tendered without this review.**
- (iv) All required technical specifications complete with Form B: Unit Prices, to be included with the Tender documents and construction drawings package.
- (v) Construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- (vi) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.
- (vii) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Tender documents.
- (viii) Arrange and attend a tender site investigation during the tendering process.
- (ix) Review Bid submissions for completeness and prepare Bid submission tabulation.
- (x) Arrange for a pre-award meeting with the Department and the successful Proponent for which the purpose is:
 - ◆ To establish that the Contractor has received all addenda
 - ◆ To ascertain that the Contractor understands the scope of work in the tender
 - ◆ To determine that the Contractor is capable of meeting the obligations of the detailed in the Tender.
 - ◆ To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - ◆ To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (xi) Preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost.
- (xii) Provision of any geotechnical reports and documents required to acquire any Permit prior to any construction activities.
- (xiii) Lead biweekly construction meetings on site and Microsoft Teams and distribute meeting minutes after each meeting has concluded.
- (xiv) Each discipline shall perform at minimum bi-weekly construction site inspections to verify construction works conforms with contract documents. More frequent site inspections may be required when specific work is being completed.
- (xv) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- (xvi) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.

- (xvii) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the work can be put into active service.
- (xviii) Witness Contractor commissioning and ensure commissioning forms are filled out.
- (xix) Review of Contractor Operations & Maintenance manual for completeness.
- (xx) Provide project close out services and issue sealed Record documents.
- (b) Structural and Civil Engineering:
 - (i) Chamber design with all reinforcing steel requirements.
 - (ii) Connection to the existing concrete culvert underneath PTH100.
 - (iii) The flap and slide gates should be fabricated from cast iron and have bronze seating faces.
 - (iv) Miscellaneous metals including access hatches, ladders, railings, etc.
 - (v) Access box design to protect the connection points to the 3 discharge pipes under PTH100.
 - (vi) Size control gates to be as small as possible.
 - (vii) Provide seismic calculations for the new buildings required as part of Manitoba Building Code 2020, if required.
 - (viii) Excavation requirements and limits.
 - (ix) Backfill requirements and limits.
 - (x) All applicable forces and loadings (both during construction and after backfilling) shall be taken into consideration for the design of each component indicated above and/or additional components included to this assignment.
 - (xi) All surface restorations.

E1.2 Construction Documents

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.
- (b) Construction Documents are to be prepared by the Consultant and will be included by the Tender Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.
- (c) All drawings are required to be produced using AutoCAD standard software. Using any other software platform and converting to AutoCAD will not be acceptable. All AutoCAD drafting shall follow City of Winnipeg drafting standards.
- (d) The Department's contact person will provide drawing numbers for the construction drawings prepared by the Consultant.
- (e) All drawings that include plans, elevations and section details are required to be metric scaled with all unique scalebars shown on the drawings.
- (f) The following General Construction Documents will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
 - (i) Cover sheet showing chamber location.
 - (ii) Drawing index including drawing numbers and titles. Drawings shall be separated out for each discipline.
 - (iii) Shop Drawing Submittal List including all Contractor submittals required along with Specification section and Drawing number reference where submittal can be found.
- (g) The following Structural Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
 - (i) Structural plans, elevations and details. Revision 00 shall be for any demolition work and revision 01 for any new work.
 - (ii) Structural plans and elevations.
 - (iii) Concrete re-enforcing details.

- (iv) Ladder and entry hatch details.
- (h) The following Civil Construction Drawings will be required to be produced by the Consultant and reviewed by the City prior to the project going to Tender:
 - (i) Lot Grading Plan showing property lines, site drainage, trees and street lights.
 - (ii) Site Services Plan showing all underground and above ground services.

E2. CONTRACT ADMINISTRATION SERVICES

E2.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the structural and civil components of the Works are to be assigned to this project.
- (b) The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>
- (c) Consultation with and advice to the Department during the course of construction.
- (d) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.
- (e) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that may be encountered during the work.
- (f) Respond to construction issues that may be raised by the Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (g) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all project team members.
- (h) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contractor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (i) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (j) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (k) Submit monthly contract progress estimates to be processed in a timely fashion in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (l) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (m) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator (Contract Administrator).
- (n) Submit to the Department, prior to construction, a report documenting written and photographic records of, and assessments of the physical condition of adjacent buildings, facilities, surface conditions and other infrastructure sufficient to equip the Consulting Contract Administrator to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law or by any other party thereto arising from the project.

- (o) Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.
- (p) Billings are to be adjusted to indicate the 2% of the actual construction value holdback until as-constructed drawings have been submitted. Invoices submitted without this breakdown will be returned.
- (q) Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.
- (r) Assist the Contractor in obtaining applicable building permits, if required.

E2.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the structural and civil components of the Works are to be assigned to this project.
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Building Code requirements and Provincial and City of Winnipeg standards.
- (c) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work. The meetings are to be attended by the Consulting Contract Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's contact person. At minimum, all Consultant Key Personnel will be required to attend a site visit to the station at least bi-weekly to monitor the Contractor work and ensure construction work follows the contract documents. The Consultant will be required to show pictures of Construction during virtual meetings.
- (d) Arrange for biweekly construction meetings on site and over Microsoft Teams between the Consultant (including all key personnel), City staff and Contractor staff.
- (e) Minutes of all site meetings shall be recorded and distributed to all project members. Meeting minutes shall be distributed no later than two (2) business days after the meeting has finished.
- (f) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (g) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (i) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (j) Enforcement of contractor conformance with regarding any Traffic Control measures on PTH100 as set out by the Province of Manitoba.
- (k) Acting in the interest of the Department, provide responsible, sensitive and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project.
- (l) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (m) The Consultant will be required to attend commissioning site visits to ensure proper testing is performed. Prepare and submit commissioning field reports including date & time, all staff in attendance (Consultant, Contractor, City staff), general scope, work completed, items requiring completion and/or changes and other items.
- (n) Ensure the Contractor fills out the required commissioning forms for each commissioning site visit to be incorporated into the O&M manual. City staff will be required to be on site during commissioning activities to witness commissioning.

E3. PROJECT CLOSE OUT

E3.1 Final Inspections and Project Acceptance

- (a) Arrange with the Department's contact person and the Contractor, to provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (b) Coordinate with the Installation Contractor and Equipment Supplier for all required site testing and commissioning services.
- (c) Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of two (2) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.
- (d) Complete and submit record documents of the completed works to the Department contact for review within two (2) months from the date of project construction work reaching Total Performance.
- (e) Review and acceptance of O&M manual submissions.
- (f) Coordinate with the Installation Contractor and Equipment Suppliers to compile and provide five (5) full sets of all Operation & Maintenance manuals for newly installed equipment and devices. All sets to be provided to the City in paper hardcopy and USB stick drive.
- (g) Assist the Contractor in closing out the applicable permits.
- (h) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (i) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (j) Arrange with Department representatives inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

E3.2 Record Documents

- (a) All sealed Construction documents produced for the project are required to be updated to become sealed Record Documents. The Record Documents shall include all changes from the final construction work.
- (b) Record drawings are to be submitted in two phases:
 - (i) Preliminary Record Drawings
 - (ii) Final Record Drawings
- (c) Preliminary Record Drawings
 - (i) The preliminary record document submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works.
- (d) Final Record Drawings
 - (i) The final record documents are to be sealed by a Professional Engineer with tracked document revision history.
 - (ii) Record drawings are to include all construction details and materials of the completed works, including the following:
 - ◆ All construction details,
 - ◆ Complete materials list for each individual component installed,
 - ◆ Date of installation of Works (Substantial Performance),
 - ◆ Installation Contractor.
 - (iii) The reviewed record documents will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments, and the digital AutoCAD file for each record drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing number. Ensure the AutoCAD files have been cleaned up to remove all unused content that is

not shown in the Paper layout tab and that each viewport has shown in the Model space includes viewport boundary window.

E3.3 Test Results

- (a) All test results are to be submitted to the Department's Project Manager as soon as they are received. If there are any failed tests, a report is to be written indicating the implications of the failure and a recommendation on what remedial measures are required.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

APPENDIX B – DISCHARGE PIPING UNDERCROSSING INCLUDING END PROTECTION BOX HISTORICAL RECORD DRAWING

DRAWINGS

- LD-5699