

A STATEMENT OF WORK made effective the [#] day of [Month, Year].

BETWEEN:

THE CITY OF WINNIPEG
(called the “City”)

- and -

[INSERT COMPANY NAME]
(called the “Consultant”)

1. TERMS AND CONDITIONS

- (a) This Statement of Work (“**SOW**”) is made pursuant to and shall be governed by the terms and conditions of City of Winnipeg Request for Proposals No. 679-2020, Call Out List for Investigative, Forensic, and Performance Audit Services (“**RFP**”), including the City of Winnipeg General Conditions for Consultant Services, Revision 2017-03-24 (the “**GC**”), all of which is hereby incorporated by reference to this Statement of Work.
- (b) To the extent there is a conflict or inconsistency, the following is the order of precedence:
 - (i) the RFP;
 - (ii) the main body of this SOW;
 - (iii) the **GC**; and
 - (iv) any appendixes attached hereto.
- (c) Any capitalized terms that are not defined in this SOW shall have the meanings assigned to them in the RFP or GC, as applicable.

2. SCOPE OF ENGAGEMENT

(a)

Service Category	
Commencement Date	
Completion Date	
Location(s)	
Consultant Personnel	
Engagement Specifications	Please see the attached Appendix A

Special Instructions

- (b) Any Work performed by the Consultant outside the scope identified herein without the City's prior written approval shall be deemed gratuitous on the Consultant's part, and the City shall have no liability with respect to such Work.
- (c) The Consultant shall be responsible for any work not explicitly set out in this SOW but which may be reasonably implied for the proper completion of the Engagement and/or Work.

3. FEES

- (a) Subject to the following subsections, in consideration of Work performed under this SOW to the reasonable satisfaction of the City, the City agrees to pay the Consultant at the rates outlined in the attached Appendix B.
- (b) The Consultant shall provide invoices to the City. All Work listed on an invoice must have been completed by the Consultant prior to submitting the invoice. All invoices shall be in writing and satisfactory to the City in both form and content. The Consultant shall also provide to the City such supporting documents, vouchers, statements, and receipts as may be reasonably requested by the City.
- (c) The City shall pay the invoiced amounts within thirty (30) days of receipt and approval of an invoice and any associated supporting materials. In the event that an unsatisfactory invoice, the City shall notify the Consultant within seven (7) days of receipt.

4. REPRESENTATIVES

Any communication under this SOW shall be delivered to the following party representatives:

For the Consultant:

Attention: [NAME, Title]

[Company Name]

[address]

Email: xx

For the City:

Attention: [Name, Title]

The City of Winnipeg

[Address]

Email: [xx]

5. TERMINATION AND SUSPENSION

- (a) **Suspension:** The City may suspend the Engagement and/or Work being provided under this SOW for such time as the City may deem necessary, in its sole discretion. The City shall provide five (5) days prior written notice to the Consultant of its intention to suspend.
- (b) **Termination:** The City may terminate this SOW at any time by providing ten (10) days prior written notice to the Consultant. Upon termination of this SOW, the Consultant shall cease to perform any further Work.

- (c) The City's only obligation to the Consultant upon suspension or termination of this SOW shall be payment for Work satisfactorily completed prior to said suspension or termination.

6. INSURANCE

The Consultant shall provide the following insurance:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City added as an additional insured; such liability policy to also contain a cross-liability clause, blanket contractual liability, non-owned automobile liability, contingent employer's liability, and products and completed operations cover, to remain in place at all times during the performance of the Services;
- (b) Professional liability insurance in an amount not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. Such policy shall remain in force for the duration of the Services and for twenty-four (24) months after Total Performance.

1. Deductibles shall be borne by the Consultant.
2. The Consultant shall require each of its subcontractors or subconsultants to provide comparable insurance to that set forth above.
3. The Consultant shall provide the 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.
4. The Consultant shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.
5. All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

7. FACSIMILES AND COUNTERPARTS

This SOW may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. For greater clarity, a photocopy, facsimile, scan, or other such digital copy of this SOW shall be deemed a valid and original execution of same.

This SOW has been executed on behalf of each party by their duly authorized representatives.

for **THE CITY OF WINNIPEG**

Per: _____
[Insert Award Authority]
 I have the authority to bind The City of Winnipeg

Signed and Delivered in the presence of the following witnesses: Sign: _____ <i>Name:</i>)))	For [Company] Per: _____ <i>Name:</i>
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<i>Address:</i>)	<i>Title:</i>
Date: _____)	Date: _____
)	
Sign: _____)	Per: _____
<i>Name:</i>)	<i>Name:</i>
<i>Address:</i>)	<i>Title:</i>
Date: _____)	Date: _____

Certified as to Contract Details:

Reviewed as to Business Terms:

Legally Reviewed and Certified as to Form:

[insert]

[insert]

for Director of Legal Services and
City Solicitor

APPENDIX A – ENGAGEMENT SPECIFICATIONS

APPENDIX B – CONSULTANT’S RATES