



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 176-2021**

**PROFESSIONAL CONSULTING SERVICES FOR CONCRETE FLOOR REPAIRS AT  
WINNIPEG TRANSIT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR CONCRETE FLOOR REPAIRS AT WINNIPEG TRANSIT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 30, 2021.

B2.2 The Project Manager 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 Project Manager or an authorized representative will conduct a site investigation tour of the facilities located at 421 Osborne Street on March 11, 2021 at 8:00 AM.

B3.1.1 Proponents are requested to register for the site investigation by contacting via email to the Project Manager identified in D2, before March 9, 2021.

B3.1.2 Investigations are by appointment only and for a maximum of two (2) attendees per Proponent to maintain current social distancing measures related to COVID-19 pandemic. Each Site investigation will be approximately 30 minutes in duration.

B3.1.3 Proponents are requested to meet outside of the 421 Osborne Street Transit Garage Front Desk.

B3.1.4 Proponents attending the Site Investigation outlined in B3.1 are required to provide their own Personal Protective Equipment; at a minimum CSA approved safety footwear and non-medical mask or face covering.

B3.1.5 All attendees are required to review the City's latest revision of a COVID-19 Daily Self-Screening Questionnaire and respond in writing (ie. Mark "yes" or "no" to each question, print date, Company, full name, and sign questionnaire at the bottom) and bring in person to the Contract Administrator or authorized representative at the Site Investigation. Failure to provide written confirmation to the Contract Administrator or authorized representative may result in the Bidder attendee being denied access to the Site Investigation. A sample copy of the COVID-19 Daily Self-Screening Questionnaire is provided in Appendix A.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Project Manager 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 Project Manager 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 Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager 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 Project Manager. Failure to restrict correspondence and contact to the Project Manager 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 Project Manager 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 Project Manager. 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 Project Manager.

## **B6. ADDENDA**

- B6.1 The Project Manager 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 Project Manager 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 he/she has 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 Project Manager 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; and
  - (d) Project Schedule (Section F) in accordance with B13.
- 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 B22.1(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 his/her own name, his/her 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 his/her 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 his/her 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 its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her 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 D4.1 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 D14. Any such costs shall be determined in accordance with D14.

## **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) project owner;
- (f) reference information (two current names with telephone numbers 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) lead Design Engineer;
- (c) contract administrator;

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 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 D4.1.

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 project design issues;
- (c) the teams' understanding of Transit garage operations and how they apply to the Project;
- (d) the proposed Project budget;
- (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (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 D4.1 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 D4.1.

### **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. Reasonable times should be allowed for completion of these processes.

### **B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

- (a) N/A

### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 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 its 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.

B15.3 In connection with its Proposal, each entity identified in B15.2 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 Project Manager; 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.

B15.4 Without limiting B15.3, the City may, in its 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 its 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 its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, 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 its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its 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 its 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 B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

B16.1 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.

B16.2 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>

B16.3 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; and
- (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; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B16.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 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).

B17.3 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).

B17.3.1 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

## **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 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.

## **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B20. INTERVIEWS**

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 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 B16: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

- B22.6 Further to B22.1(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.
- B22.7 Further to B22.1(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.
- B22.8 Further to B22.1(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.
- B22.9 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 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.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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 its 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 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.
- B23.6.1 The Contract documents as defined in C1.1(o)(ii) 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.

- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 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 D14 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.10 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 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Adolfo Laufer

Telephone No. 204 986-2380

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

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

#### **D3. BACKGROUND**

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

D3.2 The Fort Rouge Transit Base located at 421 Osborne Street includes two major buildings: The Bus Parking Garage and the Bus Repair Garage. The base was constructed in three phases with nearly 400,000 sq. ft. of buildings completed in 1969, an expansion to the storage tracks of 80,000 sq. ft. completed in 1978 and a new expansion of the repair garage of 60,000 sq. ft. completed in 2020.

D3.3 The Work area is limited to the parking garage which consists of the so-called B Section and the bus parking tracks 1-12, 13-24 and 25-36.

D3.4 The slab on grade concrete floor is slab has been experienced only minor repairs during the life of the building. Sections are in different condition of deterioration, while some of them show high degrees of delamination, others have sunk and some in a such a decent state that do not require any repairs.

D3.5 The anticipated Work area includes approximately 242,928 square feet of grade-supported floor slab separated in four different bays known as: B-Section, Tracks 1-12, Tracks 13-24 and Tracks 25-36 (or Storage Bays 1 to 4) as follows:

(a) B-Section (or Storage Bay 1): approximate 25,200 sq.ft.

(b) Tracks 1-12 (or Storage Bay 2): approximate 62,496 sq.ft

(c) Tracks 13-24 (or Storage Bay 3): approximate 74,592 sq.ft

(d) Tracks 25-36 (or Storage Bay 4): approximate 80,640 sq.ft

D3.5.1 The dimension of the areas indicated in D3.5 are approximate and shall be identified and confirmed on site.

#### **D4. GENERAL REQUIREMENTS**

D4.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.

(a) All drawings, reports, recommendations, and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified

engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.

- (b) Final design documents irrespective of the level of design shall have an engineer's seal.
- (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.

D4.2 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.

D4.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

D4.4 The Consultant shall follow the City of Winnipeg Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>

D4.4.1 Assist the City Project Manager in the creation and maintenance of the Project Delivery and Risk Management Plans,

D4.4.2 Use the most updated templates for Proposed Change Notice, Request for Information, Field Instruction, Change Work Order, Inspection Report, Site Minutes, Certificated of Substantial Performance, Total Performance and Acceptance.  
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

D4.5 The Consultant shall:

D4.5.1 Complete the study and deliver the Engineering report as indicated in D5.1.

D4.5.2 For the consequent negotiated phases, according to D5.2:

- (a) Issue detail design drawings and specifications for the Project Manager to review at least at 33% and 90% before submitting final tender packages.
- (b) Create Tender package and post it according to the City of Winnipeg Materials Management guidelines.
- (c) Provide appropriate response to bidders and advise the Project Manager during the tender period and issue addendums as required.
- (d) Issue letter of recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimates.
- (e) Arrange for a pre-award meeting(s) with the Project Manager and the lowest qualified Bidder to ascertain that the Contractor understands the scope of work in the Bid Opportunity, determine that the Contractor is capable of meeting the obligations detailed in the Bid Opportunity, secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract and 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.
- (f) Assist the Contractor with acquiring required permits prior to construction activities, or apply for permits as required to not impact project schedule.
- (g) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (h) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure 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 laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (j) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Building Code requirements and Departmental standards.
- (k) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work.
- (l) Record minutes of all site meetings and distributed to all in attendance and the copy list.
- (m) 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.
- (n) Co-ordinate and stage of other works by third parties on the site including, but not limited to, Asbestos abatement, Transit Maintenance, Manitoba Hydro, Communications and other City forces.
- (o) All extra work to the project must be reviewed and approved by the Project Manager prior to approval being given to the Contractor to undertake the Work.
- (p) The Consultant will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- (q) 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.
- (r) As coordinated with the Project Manager and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (s) Complete and submit record drawings in pdf and dwg format.
- (t) 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.

## **D5. SCOPE OF SERVICES**

D5.1 The Services required under this Contract shall consist of:

- (a) Structural Study of the Concrete Floor condition in: B-Section, Tracks 1-12, Tracks 13-24 and Tracks 25-36 of the Transit Parking Bus Garage, located at 421 Osborne Street.
- (b) The areas of deterioration will be identified and recorded during the study.
- (c) Deliverable of an Engineering Report based on the completed study. This report shall include:
  - (i) Drawings of the areas showing each slab section and its state of deterioration, delamination, sunk, and any other categories of interest related to the floor slab condition.
  - (ii) Each slab section will be code marked as per its condition and urgency to be repaired or replaced. The proponent will define and use a code with at least 3 (three) different levels: High Priority, Medium Priority, Low Priority.
  - (iii) Summary of findings, potential causes as applicable, and recommended course of action for repair of the floor slab to provide suitable long-term serviceability.
  - (iv) Recommendation of repair methods or slab section replacement on each section and the overall area.

- (v) Phase plan for slab areas repair/replacement including demolition and construction over the next 5 (five) years starting in 2022, taking under consideration findings of the report, condition of current concrete floor as well as Transit Garage operations and bus movements.
  - (vi) Class 3 budget and estimated schedule for each recommended phase.
- D5.2 For each phase identified in D5.1(c)D5.1(c), subsequent stages will be negotiated with the successful proponent during the next years for the following services that will be required.
- (i) Detail Design as outlined in D6;
  - (ii) Contract Administration Services as outlined in D7; and
  - (iii) Post Construction Services as outlined in D8; in accordance with the following:
    - (a) Schematic Design/Program of Requirements completion;
    - (b) Design and Specification Development;
    - (c) Contract Document Preparation;
    - (d) Procurement Process;
    - (e) Construction Services; and
    - (f) Post Construction Services.
- D5.3 The Services required under D5.1 and D5.2 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D5.4 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
  - (b) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
  - (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- D5.5 The following are applicable to the Work. These drawings should be used as reference only. Most of them are original with the building and do not show any upgrades:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
176-2021_Drawing_2185-200-R1	Transit Storage and Shop Facilities - Development Plan and Misc Details
176-2021_Drawing_2185-202-R0	Transit Storage and Shop Facilities – Floor Plan and Details
176-2021_Drawing_2185-203-R1	Transit Storage and Shop Facilities – Floor Plan and Details
176-2021_Drawing_2185-204-R2	Transit Storage and Shop Facilities – Floor Plan and Misc. Details
176-2021_Drawing_2185-207-R0	Transit Storage and Shop Facilities – Miscellaneous. Details
176-2021_Drawing_2185-301-R0	Transit Storage and Shop Facilities – Foundation Plan I
176-2021_Drawing_2185-302-R0	Transit Storage and Shop Facilities – Foundation Plan II
176-2021_Drawing_A1-R0	Storage Bays – Floor Plan

## **D6. DETAIL DESIGN**

D6.1 Designs submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba.

D6.2 The Detail Design must be prepared for each phase as established in D5.1(c).

D6.3 The Detail Design Services shall include but not limited to:

- (a) Planning the construction contract activities and determining whether multiple construction contracts are warranted;
- (b) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (c) Preparation and submission of detailed engineering calculations, drawings, and design criteria used in the design in a timely manner for review to secure acceptance by the City;
- (d) Submission of detailed monthly cost statements and projections for engineering services or any other items in a manner acceptable to the City. Incorporate the same into the Project Budget. Monitor and maintain the Project Schedule in a manner acceptable to the City;
- (e) Provision of current reports on the project status advising of progress, schedule, project costs, Change in Works and Change in Services;
- (f) Preparation of bid opportunity package(s);
- (g) Any and all associated ancillary services required to successfully complete the Detailed Design, up to the point where construction contracts are awarded, to the satisfaction of the City of Winnipeg;
- (h) Take into consideration that the City intends to tender during 5 (five) consecutive years, starting in 2022;  
The City will have no obligation to award a portion of the Contract in a specific year if the prices exceed the available City funds for the Services or if the scope of the work affects any other higher priority project;
- (i) Use drawings specified in D5.5 as reference only as they do not reflect the current condition of the building; and
- (j) all building code requirements to be satisfied.

## **D7. CONTRACT ADMINISTRATION**

D7.1 Engineering Services for Contract Administrator can be divided in Non-Resident and Resident Contract Administration services. It shall be provided for each Tender issued under this Contract.

D7.1.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the structural, electrical and mechanical components the Works are to be assigned to this project;
- (b) Consultation with and advice to the Department during the course of construction;
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied;
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure 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;
- (e) Acceptance of alternate materials and methods, subject to prior acceptance by the City without relieving the Contractor of his contractual and legal obligations in respect thereof;
- (f) 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.

#### D7.1.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the structural, electrical and mechanical components the Works are to be assigned to this project;
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Codes requirements and City standards;
- (c) Arrange for regular job meetings at the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate, the Contractor and the City's contact person;
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list;
- (e) 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;
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces;
- (g) Reports are to be promptly made the City'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 City's contact person prior to approval being given to the Contractor to undertake the Work; and
- (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.

#### D8. POST CONSTRUCTION SERVICES

D8.1 Post Construction Services shall include but not be limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
  - (i) Certificate of Substantial Performance;
  - (ii) Certificate of Total Performance;
  - (iii) Certificate of Acceptance; and
  - (iv) Warranty Inspection.
- (b) Commissioning of plant and the preparation of operating manuals as appropriate.
- (c) Provision of inspecting services during the warranty period of the construction contract.
- (d) Additional contract Administration for maintenance (pay) items within the warranty period of the construction contract.
- (e) Resolution of deficiencies and/or outstanding warranty issues.
- (f) Submission of a final construction report and record drawings within two (2) months of Substantial Performance of each construction contract.
  - (i) Record drawings are to include all construction details and materials of the competed works, including the following:
    - ◆ All construction details;
    - ◆ Complete materials list for each individual component installed;
    - ◆ Date of installation of Works ( Substantial Performance); and
    - ◆ Installation Contractor.
  - (ii) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size drawing for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing.

## SUBMISSIONS

### D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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 Project Manager with evidence thereof upon request.

### D10. SAFE WORK PLAN

D10.1 The Consultant shall provide the Project Manager 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 C4.1 for the return of the executed Contract.

D10.2 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>

### D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D11.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its 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 \$ 250,000 . per claim and \$ 500,000 in the aggregate.

D11.2.1 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.

- D11.3 The policies required in D11.2(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.
- D11.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).
- D11.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.6 The Consultant shall provide the Project Manager 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 C4.1 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 D11.9.
- D11.7 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.
- D11.8 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.
- D11.9 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**

### **D12. COMMENCEMENT**

- D12.1 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.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D9;
    - (ii) evidence of the insurance specified in D11.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by May 21, 2021.

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

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D13.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.

- D13.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

### THIRD PARTY AGREEMENTS

#### D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D14.1 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.
- D14.2 Further to D14.1, in the event that the obligations in D14 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 C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D14.3 For the purposes of D14:
- (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.
- D14.4 Modified Insurance Requirements
- D14.4.1 If not already required under the insurance requirements identified in D11, 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.
- D14.4.2 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.
- D14.4.3 Further to D11.6 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.
- D14.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D14.5 Indemnification By Consultant
- D14.5.1 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.

#### D14.6 Records Retention and Audits

D14.6.1 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.

D14.6.2 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 D14.6.1 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.

#### D14.7 Other Obligations

D14.7.1 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.

D14.7.2 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.

D14.7.3 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.

D14.8 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