



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 746-2021

**PRIME DESIGN CONSULTANT SERVICES FOR SOUTH WINNIPEG RECREATION
CAMPUS (SWRC) – PHASE 1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PRIME DESIGN CONSULTANT SERVICES FOR SOUTH WINNIPEG RECREATION CAMPUS (SWRC) – PHASE 1

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 21, 2022.
- 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. PROPONENTS' CONFERENCE

- B3.1 The City will hold a virtual Proponents' conference for interested Proponents and their respective Proponent Team Members on April 4, 2022 at 1 p.m.
- B3.2 Proponents wishing to attend the Proponents' conference are required to register by notifying the Project Manager identified in D2 by email a minimum of three (3) Business Days prior to the date of the conference with each individual's name, company name, and email address.
- B3.3 The Proponent conference will be conducted virtually through Microsoft Teams or Zoom. An email invite will be sent out to registered Proponents two (2) Business Days prior to the date of the conference. It is the responsibility of the Proponent to ensure that they have been registered successfully for the virtual Proponents' conference.
- B3.4 The purpose of the Proponents' conference is to present an overview of the Project and to respond to questions regarding the Request for Proposal (RFP) and the Project. Attendance at the Proponents' conference is optional. Proponents and Proponent Team Members are encouraged to attend.
- (a) proponents shall not be entitled to rely on any information, written or oral, or any interpretations or opinions offered at the Proponents' conference unless that information or interpretation is provided formally by the City by addendum to the RFP; and
 - (b) The anticipated agenda for the conference is as follows:
 - (i) introduction of the City/Project Management Team members in attendance;
 - (ii) Project overview;
 - (iii) Phase 1 overview;
 - (iv) RFP process and schedule;
 - (v) Q&A; and
 - (vi) Wrap-up.
- B3.5 The City may disclose the identification/name of Persons attending the Proponent conference.

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.
- 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 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) Form P: Person Hours (Section B) in accordance with B9.

- B7.2 The Proposal should also consist of the following components:
- (a) Executive Summary (Section C) in accordance with B10;
 - (b) Project Organizational Approach (Section D) in accordance with B11;
 - (c) Experience of Proponent and Subconsultant (Section E) in accordance with B12;
 - (d) Experience of Key Personnel Assigned to the Project (Section F) in accordance with B13;
 - (e) Project Understanding and Methodology (Section G) in accordance with B14; and
 - (f) Project Schedule (Section H) in accordance with B15.
- 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 The Proposal should be submitted in a PDF form; with a font of not less than 11 pt. Arial for 8.5"x11" pages and a font of not less than 9 pt. Arial for 11"x17" pages; margins of not less than 0.75", and linespacing of not less than single.
- B7.5.1 Further to B7.5, anything included as an appendix will not be evaluated.
- B7.6 Proposal format should include a table of contents, page numbering, and should be in the order of Sections identified above in B7.1 and B7.2. 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.
- B7.7 Each Proponent is reminded that the objective of its Submission is to assist the City in selecting the most qualified Proponent. In this regard, Proponents should endeavour to demonstrate in their Submission how the Proponent is highly qualified to address the particular challenges, requirements, and opportunities of the Project to meet the City objectives.
- B7.8 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.8.1 Proposals will **only** be accepted electronically through MERX.
- B7.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).
- B7.10 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 D6 Scope of Services. The Fixed Fee shall be itemized per each phase indicated in B9.2, and should include the required MSRT, identified separately.
- B9.2 The Proponent shall utilize and submit Form P: Person Hours, making all required entries to summarize Fee Proposal for the proposed Services in the following Scope of Services Phases, that will be used in the evaluation of fees:
- (a) Pre-Design and Program and Scope Development (PD) phase in accordance with D7.4;
 - (b) Schematic Design (SD) phase in accordance with D7.5;
 - (c) Design Development (DD) phase in accordance with D7.6;
 - (d) Construction Document (CD) phase in accordance with D7.7;
 - (e) Tendering/Bidding (TB) phase in accordance with D7.8;
 - (f) Construction – Contract Administration (CA) phase in accordance with D7.9;
 - (g) Project Close-out and Post Construction (CO) phase in accordance with D7.10; and
 - (h) Stakeholder & Public Engagement services in accordance with D8.
- B9.2.1 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B9.1.
- B9.2.2 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- 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.
- B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST), which shall be extra where applicable. The Manitoba Retail Sales Tax (MRST, also known as PST), shall be included in the total Fees, identified as a separate line item.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXECUTIVE SUMMARY (SECTION C)

- B10.1 The Proponent to limit Executive Summary to three (3) pages.
- B10.2 Each Proponent may utilize the Executive Summary to present, in summary, its Proponent Team capabilities, experience, strengths, and the advantages which it brings to the challenges, risks, and opportunities of the Project to meet the City's objectives. This section should highlight the information already included in the Proponent's RFP Submission that the Proponent considers most significant to present in this section.

B11. PROJECT ORGANIZATIONAL APPROACH (SECTION D)

- B11.1 The Proponent to limit Organizational approach to ten (10) pages.
- B11.2 The Proposal should briefly describe the approach to overall team formation including how the Proponent team intends to take on the challenge of successfully completing this Project and the advantage the Proponent Team brings to the City at every stage.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees including local office information, and other pertinent information for the Proponent and all Subconsultants.
- B11.4 The Proponent should provide the following information of the Proponent Team including the Proponent and all Subconsultants, in tabular form:
- (i) Name of Proponent or Subconsultant Organization: e.g. ABC Firm.
 - (ii) Address: mailing address, telephone number, and website.
 - (iii) Project Role: e.g. Sustainability Lead.
 - (iv) Summary Scope of Work/Responsibilities in Project: e.g. Responsible for developing the project's sustainability approach and coordinating the LEED certification process.
 - (v) Lead individual: Name, title, email address, and phone number.
- B11.5 The Proponent should provide its proposed Team organizational structure as follows:
- (a) in an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the Principals-in-Charge, Project Manager, Contract Administrator, Design team and leads for all disciplines (including, but not limited to, the list of specialists/required consultants indicated in section D5.8.2), Cost Estimator (Quantity Surveyor), Public and Stakeholder Engagement Lead, and any other Key Personnel and critical support staff.
 - (i) the City requires that the Proponent's Designated Project Manager, Contract Administrator, and Public & Stakeholder Engagement Lead are individual, dedicated, and separate roles from that of the Design Lead and other roles.
 - (b) roles of each of the Key Personnel and critical support staff in the Project should be identified in the organizational chart, along with the percent of their time to be dedicated to the Project in accordance with the Scope of Services identified in D6(a);

- (c) personnel reporting relationships should be identified in the organizational chart, including the Proponent reporting to the City, and direct reports to the Proponent and Key Personnel; and
- (d) other Critical support staff that may be required under the Project should be identified in the organizational chart.

B11.6 The Proponent should clearly indicate how the Proponent Team will collaborate, coordinate information, and transition between phases of the project (i.e. from design lead to contract administrator transitioning from design to construction). The Proponent should also describe the team's procurement plan for construction, and how the team will ensure the Contract Administrator will be fully prepared to execute their role.

B11.7 The Proponent should provide a chart or table that lists the projects where the Proponent Team members have previously worked together, and in what role/capacity.

B11.8 In tabular form, for each Key Personnel identified, the Proponent should list the percent of time to be dedicated to the Project, including hourly rates for each person, in accordance with the Scope of Services identified in D6 and in consideration of their workload on other projects.

B12. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)

B12.1 The Proponent to limit Experience of Proponent and Subconsultants section to fifteen (15) pages.

B12.2 The Proponent and Subconsultants shall each provide two (2) reference projects that demonstrates their history and experience in providing planning, programming, design, public engagement, specification, management of the project, contract preparation, contract administration, and post construction services on large public sector construction projects with an estimated cost that is greater than \$30 million CAD. Projects should be completed within the last ten (10) years and will be evaluated based on the similarities of complexity, scope, and value to this project. Information should be separated into Proponent and Subconsultant project listings.

B12.3 For each project listed in B12.2, the Proponent should submit:

- (a) past project name, including the City Bid Opportunity/Tender number if applicable, or other Bid Opportunity/Tender information as reference;
- (b) description of the project, including an overall scope description;
- (c) past project owner, location, and contact information;
- (d) the role and responsibility of the consultant/subconsultant firm and identified Key Personnel on the past project;
- (e) relevance of the past project to the SWRC and accomplishments on past project that may relate to this SWRC;
- (f) how the quality objectives were met;
- (g) project's original contracted cost and final cost, explaining the difference; and
- (h) original schedule vs. actual dates for design and construction phases, explaining the difference.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)

B13.1 The Proponent to limit Experience of Key Personnel section to ten (10) pages.

B13.2 The Proponent should submit the experience, qualifications, role, and capacity of the Key Personnel assigned to the Project, including, but not limited to, the Principals-in-Charge, the Project Manager, Contract Administrator, managers of the key disciplines and lead designers, cost estimator, and public engagement professionals. The following information should be

included when submitting the qualifications, experience, and education of the Key Personnel and critical support staff assigned to the Project:

- (a) name;
- (b) proposed role and scope of responsibility in this Project;
- (c) current employer – Proponent/Proponent Team member;
- (d) job title;
- (e) professional affiliations, educational background, degrees, and specialized training;
- (f) years with the organization and total years of professional experience; and
- (g) years of experience in similar role to the role proposed for this Project.

B13.3 For each person identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project within the last ten (10) years. If a project selected for a key person is included in B12, provide only the project name and the role of the key person. For other projects provide the following:

- (a) name and location of past project (include Bid Opportunity or Tender Number as reference);
- (b) project Owner;
- (c) description of project;
- (d) how is the project applicable or relevant to the SWRC;
- (e) role and responsibility of the person on the past project; and
- (f) reference information (one current name, position, telephone number, email address per project).

B13.4 The City considers Key Personnel listed in the Proponents team to have formal Professional training with corresponding certifications and designations, as required by each role, such as P.Eng, PMP, MAA, etc. Professional Affiliation Letters of Good Standing, along with current dated proof of registration, will be required for each design lead and listed Key Personnel as applicable to their role.

B13.5 The City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B13.6 The Proposal shall include all Key Personnel assigned to the Project Identified in B11.5(a) and other critical support staff in Form P: Person Hours in accordance to B9.2 for all phases identified in D6 Scope of Services.

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION G)

B14.1 The proponent to limit Project Understanding and Methodology section to ten (10) pages.

B14.2 Describe your firm's project management approach, design methodology and approach, engagement methodology and 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.

B14.3 Proposals should address:

- (a) the team's Project methodology with respect to the information provided with this Request for Proposal.
 - (i) the methodology should be presented in accordance with the Scope of Services identified in D6, including the engagement activities;
 - (ii) any assumptions made with respect to deliverables and Scope of Services should be identified; and

- (iii) The methodology should also reflect 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>.
- (b) the team's understanding of the broad functional and technical requirements including any urban design issues, strategies, challenges, and opportunities;
- (c) proposals should explain the team's approach to engaging a culturally diverse community, what challenges and opportunities they foresee, and what strategies or techniques they will use to achieve the project's engagement objectives; and
- (d) the team's understanding of the climate resilience and sustainability objectives for the project including strategies to achieve LEED Silver certification and to implement low or zero-carbon approaches.

B15. PROJECT SCHEDULE (SECTION H)

- B15.1 Proponent to limit Project Schedule section to three (3) pages.
- B15.2 The Proponent should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B15.3 The Proponent's schedule should include a clear understanding of the stages and milestones as outlined in D23 and consideration of review and approval times by the City and other Stakeholders anticipated during each of the phases of the Project. Reasonable times should be allowed for completion of these processes.
- B15.4 Resource Assignment on Form P: Person Hours should match B15.2.

B16. SUBSTITUTIONS

- B16.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Personnel, or change the role or scope of work of any Proponent Team Member or Key Personnel, after the RFP Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.
- B16.2 If a Proponent submits a request pursuant to this provision, the following shall apply:
 - (a) provide, in detail, the ramifications of the substitute or removal of a Proponent or Key Personnel to the change to the Proponent's structure and a justification for such proposed change; and
 - (b) the replacement of a Proponent Team Member or Key Personnel has equal or better qualifications and experience than the original Proponent Team Member; or
 - (c) the proposed change in scope of work is likely to result in equal or better performance by the Proponent.
- B16.3 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Personnel pursuant to B18.5. Any such replacement Proponent Team Member and/or Key Personnel is at the City's sole discretion, and shall require the City's prior written consent.

B17. DISCLOSURE

- B17.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B17.2 The Persons are:

- (a) Colliers International - assisted the City in developing and exploring financial business case options for operation of the new facility including potential third-party operations;
- (b) Braid Solutions Inc - provided recreation service and community needs assessments;
- (c) Gibbs Gage Architect - provided preliminary design and building program options through a feasibility study;
- (d) David Hewko Planning + Program Management - provided preliminary business plan and governance options in conjunction with the Gibbs Gage feasibility study; and
- (e) fBLOK Architecture Inc - assisted the City in exploring additional building and site planning options in conjunction with the planned developments on the adjacent 25-acre school site.

B18. CONFLICT OF INTEREST AND GOOD FAITH

B18.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B18.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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.

B18.3 In connection with its Proposal, each entity identified in B18.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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.

B18.4 Without limiting B18.3, 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.

- B18.5** Without limiting B18.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B18.4 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.
- B18.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B19. QUALIFICATION

- B19.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry-on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B19.2** The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B19.3** The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; 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.

B19.4 The Proponent shall submit, within two (2) 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.

B19.5 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.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B20.1 Proposals will not be opened publicly.

B20.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B20.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B21. IRREVOCABLE OFFER

B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B22. WITHDRAWAL OF OFFERS

B22.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B23. INTERVIEWS

B23.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B24. NEGOTIATIONS

B24.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B24.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B24.3 If, in the course of negotiations pursuant to B24.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an

alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B25. EVALUATION OF PROPOSALS

B25.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B19: | (pass/fail) |
| (c) Fees; (Section B) | 10% |
| (d) Executive Summary; (Section C) | 5% |
| (e) Project Organizational Approach; (Section D) | 20% |
| (f) Experience of Proponent and Subconsultant; (Section E) | 15% |
| (g) Experience of Key Personnel Assigned to the Project; (Section F) | 20% |
| (h) Project Understanding and Methodology (Section G) | 25% |
| (i) Project Schedule. (Section H) | 5% |

B25.2 Further to B25.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B25.3 Further to B25.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25.5 Further to B25.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B25.6 Further to B25.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D15.

B25.7 Further to B25.1(d), the information will be evaluated considering the requirements set out in B10.

B25.8 Further to B25.1(e), the Proponent will be evaluated considering the requirements set out in B11; and the information submitted in response to B11.

B25.9 Further to B25.1(f), 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 B12.

B25.10 Further to B25.1(g), 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 B13.

B25.11 Further to B25.1(h), Project Understanding and Methodology will be evaluated considering the firm's understanding of the City's Project, project management approach and team organization, in accordance with B14.

B25.12 Further to B25.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.

- B25.13 Notwithstanding B25.1(d) to B25.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B25.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B25.14.1 The City may, in its sole discretion, interview any or all Proponents and Proponent Team Leads and other Proponent Team Members during the evaluation process to provide clarification in relation to its RFP Submission. The City may adjust its scoring of a Proponent RFP Submission based on the clarification information received by the City during the interview.
- B25.15 The City has full power to conduct an independent verification of information in any RFP Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed Team Members.
- B25.15.1 Reference checks may be used to confirm information provided and may not be restricted to only those submitted by the Proponent or Proponent Team Member, and may include organizations representing Persons known to have done business with the Proponent or Team Member.
- B25.15.2 References submitted by the Proponent or Proponent Team Members are expected not to be employed by any Proponent or any Proponent Team Member or to financially benefit from the reference or success of the Proponent or Team Member in the RFP process.
- B25.15.3 Incorrect or out of date contact information for a reference may negatively impact the evaluation.
- B25.15.4 References provided by the Proponent or Proponent Team should be able to communicate in English either directly or through a translator.
- B25.15.5 In the event of a tie in the final aggregate score of two or more Proponents, their respective ranking will be re-established based on their total score for Section G – Project Understanding and Methodology.

B26. AWARD OF CONTRACT

- B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B26.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B26.2.1 Without limiting the generality of B26.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B26.4 The City may, at its discretion, award the Contract in phases.

- B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B26.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B26.6.1 The Contract documents as defined in C1.1(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.
- B26.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B26.8 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.
- B26.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 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.
- 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:

Tracy Stople, C.E.T., PMP

Telephone No. 204-986-2221

Email Address: tstople@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.

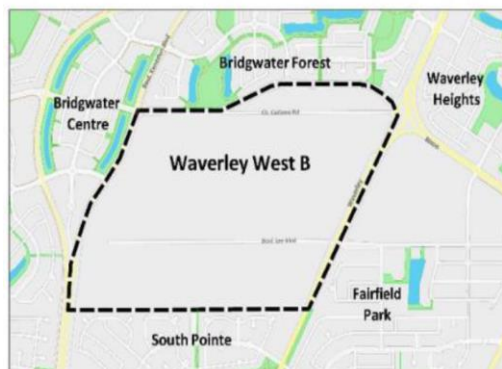
D3. BACKGROUND

D3.1 With an anticipated population of approximately 50,000 people once fully developed, the Waverley West area currently has no public recreation facility, community centre, or community library. To meet the target level of service requirements, new program space is required, including gymnasium/multi-purpose space, indoor pool, library, and parks space.

D3.2 The City has acquired 19 acres in Waverley West Neighbourhood 'B' (now called Bison Run) for the purpose of developing the South Winnipeg Recreation Campus (SWRC). The vision for the site includes the development of a phased multi-use, multi-generational regional recreation facility that includes an aquatic centre with leisure pools and lap tank, multiple gymnasiums, a variety of programming spaces, multi-purpose rooms, indoor walking track, fitness space, a community library, an outdoor spray pad, adjacent park space and athletic fields. There is also the potential of a future twin arena. The site will also include a new firehall to service this growing community. This full vision has an estimated cost of over \$150 million, and will be the largest investment in recreation in Winnipeg's history.

D3.3 The diagram below on the left shows the entire Waverly West Neighbourhood 'B'. The diagram below on the right shows the location of the 19-acre SWRC site.

Waverley West Neighbourhood B- Context Map

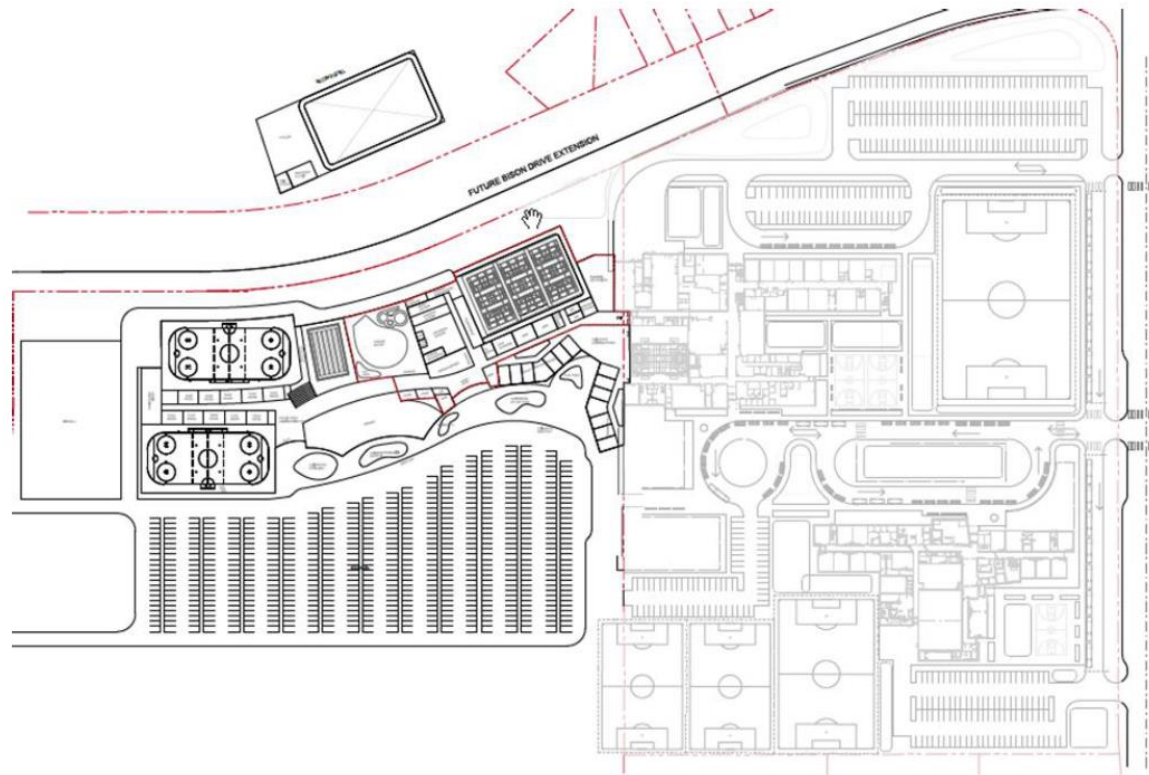


Waverley West Neighbourhood B- Property Ownership



D3.4 The SWRC site is adjacent to a 25-acre parcel acquired by Pembina Trails School Division which is being developed as a new high school with a vocational wing and a K-8 school.

- D3.5 Due to funding limitations, the Phase 1 project scope funded through the Investing in Canada Infrastructure Program (ICIP) focuses on:
- (a) three (3) gymnasiums with mezzanine walking/running track and fitness areas;
 - (b) several multi-purpose program meeting spaces of various sizes;
 - (c) change rooms, offices, washrooms, servery kitchen, and lobby/common space to support the above;
 - (d) potential tenant lease space compatible with the use which could include food service, health-related support spaces (e.g. physiotherapy), and office space for community organizations;
 - (e) parking and related site development for Phase 1;
 - (f) an outdoor spray pad;
 - (g) a portion of the adjacent park amenities and pathways;
 - (h) public art component(s);
 - (i) an attached daycare facility with program requirements as per D3.13; and
 - (j) a vocational school addition attached to the adjacent high school but to be delivered by the City separately from this contract as per D4.2.
- D3.6 Construction costs for Phase 1 of the campus are estimated to be \$60 million and include the daycare component noted above, but does not include the vocational school addition as the vocational school will be designed and delivered separately. The \$60 million encompasses all permitting costs, construction, site works, furniture, fixtures, and equipment. Consultant fees, LEED certification costs, and overhead costs are in addition to the \$60 million.
- D3.7 Depending on cost estimating and budget analysis during the design process, additional scope items may be considered for inclusion in Phase 1. This could include the leisure pool, library and/or additional site development and park amenities.
- D3.8 Future phases of the overall campus will be developed as funding is identified and approved.
- D3.9 The diagram below depicts the latest conceptual site development plan showing the full SWRC vision, including relationships to the adjacent school facilities currently under construction.



- D3.10 Southwest Winnipeg, including the developing neighbourhoods within Waverley West and the more established neighbourhoods of Waverley Heights, Fort Richmond and Richmond West, are some of the most culturally diverse neighbourhoods in Winnipeg. People from all over the world have chosen these areas to live, learn, work, and play. The cultural diversity of the community is an important consideration in the planning and implementation of the project.
- D3.11 The City has been working collaboratively with area stakeholders on the development of the proposed recreation campus, including the Pembina Trails School Division and South Winnipeg Community Centre (SWCC). Opportunities to allow for shared site amenities with the school division have been explored to reduce duplication of spaces and the intent is that the new South Winnipeg Recreation Campus will be attached to or be directly adjacent to the new high school.
- D3.12 The City will be the operator for the new SWRC, Phase 1. The daycare will be operated through a lease with an external party.
- D3.13 The Province of Manitoba retained a design consultant to create the daycare's program of requirements and the room data sheets. This process has now been completed. Upon contract award, the City will provide the Consultant with this information, and as such, the Consultant is not expected to create the program of requirements for the daycare.
- D3.14 The following documents are in addition to those stated in the Request for Proposal, and are in many respects outdated as it relates to the approved Phase 1 project scope. These documents will be made available to the Consultant upon contract award:
 - (a) Braid – South Winnipeg Recreation Initiative – Stakeholder Consultation and Recommendations, October 31, 2014; and
 - (b) Gibbs Gage Architect - SWRC Feasibility Study – Final Report, July 4, 2019.

D4. OBJECTIVE OF PRIME DESIGN CONSULTANT SERVICES CONTRACT

- D4.1 The City requires a professional Consultant firm to provide Prime Design Consultant Design Services from now to the end of Phase 1, which includes public engagement, design, construction, commissioning, occupancy, and warranty of the SWRC and site development.

- D4.2 The Prime Design Consultant will not provide services relating to the vocational school but must coordinate with the respective design and construction teams of the vocational school project as needed to successfully complete the scope of work outlined in Phase 1 of this project.
- D4.3 The Consultant will work closely with the Project Manager to deliver the Project on time, within the assigned budget, in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and Major Capital Project and ICIP reporting requirements.
- D4.4 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise and oversight capability; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion are not consistent with good industry practice.

D5. PROJECT TEAM, ROLES, AND RESPONSIBILITIES

- D5.1 The City's Assets and Project Management Department, Project Delivery Office (PDO) has the overall management and authority of the delivery of the Project on behalf of the City's Client Groups.
- D5.2 The City's Project Manager within PDO has the following duties and responsibilities:
- manage the contracts of the Project Management Services Consultant, Prime Design Consultant, Contractor, Commissioning Agent, Environmental Consultant, Geotechnical Analysis, Legal Survey and others as required;
 - administer any other client initiated sub-tasks outside the mandate of the Prime Design Consultant and Contractor;
 - provide project assistance for contract management, communications, and administration;
 - prepare project updates and reports to the client groups on all aspects of the Project as required; and
 - chair Joint Project Team (JPT) and/or Designated Project Managers (DPM) meetings including distribution of agenda, minutes, and action/recommendation items.
- D5.3 **Joint Project Team (JPT):** The City has developed a project structure that includes a Joint Project Team (JPT) as identified in the project's organization chart found in Appendix A. The JPT includes the City's Project Manager and key City decision-makers along with Colliers Project Leaders (Colliers) team. The JPT will manage the project on a day-to-day basis, and is responsible for overall direction. The JPT shall report on project status to the key stakeholders, City Client Groups, and to Council.
- D5.4 **Designated Project Managers:** The City's and Colliers' Designated Project Managers (DPM) will be responsible for the project management processes, and to achieve successful completion of all aspects of the project. The Prime Design Consultant shall report to the City's DPM but work collaboratively with Colliers' DPM.
- D5.5 **Client Groups:** The City client groups to be engaged on various levels throughout the design phases for the Project, Phase 1, include but not limited to:
- Community Services Department (CmS) – primary client group with multiple divisions that will be involved, responsible for recreation and library services including the volunteer-driven community centre model;
 - Assets and Project Management Department (APM), Municipal Accommodations Division (MA) – facility maintenance, operations, building systems, energy management, and accessibility coordinator;
 - Planning, Property and Development Department (PPD), Urban Planning & Design Division (UPD) – spray pads and park planning;
 - Planning, Property and Development Department (PPD), Permits and Inspections, Zoning;

- (e) Planning, Property and Development Department (PPD), Real Estate and Land Development – leases with external parties, site access easements;
- (f) Public Works Department (PWD), Parks and Open Space Division (POS) – parks maintenance and service provision; Forestry;
- (g) Public Works Department (PWD) – roads and active transportation;
- (h) Winnipeg Fire and Paramedic Services (WFPS) – future firehall; and
- (i) Water and Waste Department (WWD) – water and sewer services, drainage, recycling and refuse services.

D5.6 Appendix A shows a SWRC project organization chart. Updates to this structure may occur throughout the Project.

D5.7 Prime Design Consultant (Consultant):

D5.7.1 The Consultant's design team will be structured such that there will be a Design Lead and Project Manager who reports to the DPM/JPT and is accountable for all aspects of the design.

D5.7.2 The Consultant shall identify within its proposal submission an individual who shall be the Design Lead. The Design Lead shall be the Consultant Firm's appointed representative responsible for the delivery of services related to the Project.

D5.7.3 The Design Lead will work with the Consultant's Project Manager to review and make recommendations on project scope, budget, timeline, and advise of project risks and provide recommendations on how to mitigate those risks.

D5.7.4 The Design Lead and/or Project Manager will report to the DPM and JPT Project Leads, or designate, and provide reports to the Project Team that may be distributed to stakeholders.

D5.7.5 The Consultant shall provide services described in the contract between the Consultant and the City. These services are set out in detail in D6 of this RFP.

D5.7.6 Delivery of the project will be through the Consultant who will enter into a contract with the City for the delivery of its services. The Consultant will be responsible for managing and coordinating its team of designers and Subconsultants throughout the duration of the project.

D5.7.7 For the duration of the project, the Design Lead, Project Manager, and Contract Administrator will attend project meetings, design meetings, and construction meetings (virtually and/or in person at a location to be confirmed) as required by their roles. All three roles, including the Contract Administrator, will be required to attend the Integrated Design Process (IDP) meetings. The Contract Administrator is required to attend the construction meetings, and the Design Lead may be required to address design-related issues during construction.

D5.7.8 The Consultant is strongly advised to have local Winnipeg representation throughout the project to provide the necessary services required to successfully complete all phases of this project, including Contract Administration and Post-Occupancy phases.

D5.7.9 Continuity of personnel will be required during the term of the contract. The Design Lead and other key personnel shall not be changed without the prior written approval and authorization of the City. The approval of the City will also be required for the new Design Leader if the original Design Lead's employment with the Consultant ceases or if the Design Lead expires or suffers an illness or injury which materially compromises the Design Lead's ability to perform his or her role as the Consultant's primary representative for the Project.

D5.8 Subconsultants:

D5.8.1 The Consultant will be responsible to retain and coordinate all required Subconsultants. All "Instruments of Service" by the Consultant and its Subconsultants shall bear the seal of an individual in good standing with the appropriate professional association. This shall include

Tender, Issued for Construction, and Permit documents. The Consultant shall be responsible for all design coordination of the work of its Subconsultants and specialists.

D5.8.2 The Consultant's project team may consist of, but not be limited to, the Subconsultants or in-house specialists listed below:

- (a) Architect;
- (b) Structural Engineer;
- (c) Mechanical Engineer;
- (d) Electrical Engineer;
- (e) Landscape Architect;
- (f) Civil Engineer, Site Services;
- (g) Interior Designer;
- (h) Acoustical Engineer;
- (i) Independent City of Winnipeg Accessibility Design Standards (WADS) Specialist as per requirements stated in D9;
- (j) Sustainability Consultant;
- (k) Independent Commissioning Consultant as per requirements stated in D11;
- (l) Building/Fire Code Consultant (experienced and familiar with the City of Winnipeg's Codes);
- (m) Transportation Consultant;
- (n) Energy Modeler;
- (o) Building Envelope Specialist; and
- (p) Cost Consultant / Quantity Surveyor.

D5.8.3 The Subconsultant Leads shall not be changed without the prior written approval of the City.

D5.8.4 Each Subconsultant Lead shall lead the delivery of design services for its discipline throughout the project.

D5.8.5 For the duration of the schematic design, design development, and construction document stages of the project, each of these Subconsultant Leads may be required to attend JPT meetings as determined by the Design Lead or on the request of the DPM.

D5.8.6 For the construction stage of the project, the Subconsultant Leads and/or their delegates will attend construction meetings and other meetings as the Contractor may request. i.e. whenever the agenda for such meetings includes subject matter related to the discipline's work or when attendance is requested by the DPM.

D6. SCOPE OF SERVICES

D6.1 The Services required under this Contract shall consist of public engagement, design, construction, commissioning, occupancy, and warranty of the SWRC and site development in accordance with the following:

- (a) Design Coordination and Administration outlined in D7.1;
- (b) Management of Engineering Consultants outlined in D7.2;
- (c) General Project Requirements outlined in D7.3;
- (d) Pre-Design and Program & Scope Development outlined in D7.4;
- (e) Schematic Design as outlined in D7.5;
- (f) Design and Specification Development as outlined in D7.6;
- (g) Construction Document Preparation as outlined in D7.7;

- (h) Tendering and Bidding Support as outlined in D7.8;
- (i) Construction and Contract Administration as outlined in D7.9;
- (j) Project Closeout and Post Construction Support as outlined in D7.10;
- (k) Stakeholder & Public Engagement as outlined in D8;
- (l) Accessible Design as outlined in D9;
- (m) Green Building and Sustainability as outlined in D10;
- (n) Commissioning Management as outlined in D11;
- (o) Transportation Considerations as outlined in D12; and
- (p) Quality Management as outlined in D13.

D6.2 Consultant's Services

- D6.2.1 The Consultant's services consist of those services performed by the Consultant, the Consultant's employees, and the Subconsultants engaged by the Consultant. They include the provision of Consultant services plus the provision of all professional services noted in Sections D6 by professional engineers, architects, and other specialist disciplines.
- D6.2.2 The Consultant's services include consultant co-ordination to integrate all parts of the services noted in D6.

D7. DESIGN COORDINATION AND ADMINISTRATION

- D7.1 The Design Lead shall be solely responsible for managing the services of the Consultant and its Subconsultants for the duration of the project. The Design Lead shall have responsibility for the delivery of services to the City and shall lead the delivery of services throughout the project. For the duration of the project, the Design Lead will attend JPT meetings upon request, design meetings, construction meetings, and such other meetings (virtually and/or in person at a location to be confirmed) as the City, or the DPM may request, as the Consultant's representative.

D7.2 Management of Engineering Consultants

- D7.2.1 The Consultant shall coordinate with the work of the City's consultants including and not limited to the geotechnical engineer, hydrogeological engineer, environmental consultant, land surveyor, and design team responsible for the vocational school. As part of this duty, the Consultant shall coordinate these design consultants' services relating to the design requirements of the project.

D7.3 General Project Requirements

- D7.3.1 The Consultant shall:
 - (a) be responsible for providing expertise on sustainable design, following best practice design strategies with a focus on environmentally friendly initiatives and renewable energy alternatives, as outlined in D10;
 - (b) attend and participate in regular City Project Delivery Office (PDO) and JPT meetings;
 - (c) provide monthly progress reporting;
 - (d) assist the DPM and City with the preparation of reports and presentations to the City Council, City staff, public, and other project stakeholders/partners;
 - (e) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
 - (f) provide access to digital graphics and professional renderings to support project communication and engagement activities;
 - (g) when appropriate to the work stage, lead walkthroughs of the site to explain the project (minimum 3);

- (h) schedule, chair, and minute Integrated Design Process (IDP) team meetings and external stakeholder meetings throughout the design;
- (i) submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the DPM for distribution to the project team;
- (j) provide monthly schedule updates during the design phases, and review and comment on the construction schedule during construction;
 - (i) the schedule updates should include a summary of work completed to date, including but not limited major changes within the reporting period, tracked issues, and upcoming milestones.
- (k) coordinate with the Province of Manitoba or their Representative(s) on any matters involving ongoing concurrent construction of the adjacent grade school through all phases of this project. Construction of the school is expected to be ongoing through 2023. Potential common site issues could be staging areas, site access, traffic control, cleanup/site maintenance, shared utilities, etc. The Design Lead or Project Manager will attend meetings and undertake any coordination/direction with the Province of Manitoba or their Representative(s) as may be required throughout the duration of the project;
- (l) coordinate with the vocational school's project team on any matters requiring planning, design, and construction coordination between the SWRC Phase 1 project and the Vocational School project;
- (m) coordinate with the Firehall's project team on any matters requiring planning, design, and construction coordination between the SWRC Phase 1 project and the Firehall project;
- (n) upon contract award, the Consultant shall verify all current development parameters and requirements with the Authority Having Jurisdiction and establish project schedule impacts as warranted;
- (o) conduct proper document management practices, according to City standards, to file all relevant project documents (design documents, construction documents, closeout documents, meeting minutes, etc.) to the project's ShareFile site;
- (p) consider Public Art throughout all aspects of the design, including integration into site planning. The Consultant will need to consider the placement, and prominence, of Public Art. The Consultant must complete the required Public Art documentation, including the Public Art brief, and participate in the Call for Artists process; and
- (q) meet with, coordinate, and deliver the requirements of City Stakeholders throughout the entire design process respecting facility programming, maintenance, and operational considerations/requirements. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.

D7.4 Pre-Design and Program and Scope Development Phase

- D7.4.1 The City has developed an initial functional program for Phase 1 of the SWRC Project. It is the Consultant's responsibility to review, refine, and finalize any existing program information available utilizing its experience, applying current industry practice/ trends, and through stakeholder & public engagement, as described in D8.12, to develop a final Phase 1 facility program.
- D7.4.2 The Consultant will, with oversight from the City, define the scope required from the Environmental Consultant, Geotechnical Consultant, and Legal Surveyor, and will assist the City with retaining the consultants (through an RFP process) required to obtain the information needed. The City will engage the recommended/selected firms directly.
- D7.4.3 The Consultant will also be responsible in developing a Site Master Plan showing the campus wide program and proper phasing plan of the complete SWRC campus, including park space planning and pedestrian/cycling connections. This includes defining the program requirements and scope requirements of the entire campus, including an initial preliminary design of the various scope items that will be included in future project phases (including, but not limited to, the aquatic centre, library, firehall, twin area, etc.) along with

proper site planning. In connection with the development and finalization of the facility wide program, the Consultant shall:

- (a) visit the site to undertake detailed investigations, and audit existing conditions;
- (b) provide a functional site servicing report for distribution to the City; confirm the suitability of existing site servicing and the requirements for all new and/or enhanced services including, but not limited to, storm water management, sanitary, domestic water, water pressure or hydro, gas, fiber or other required site servicing; provide; estimated costs and governing regulations;
- (c) undertake and provide a storm water management report for City review. Consider Low Impact Development (LID) infrastructure where possible;
- (d) review and confirm investigation reports prepared by City consultants (geotechnical, environmental, etc.);
- (e) consider appropriate plant species for this site;
- (f) allow for meetings as required with the City's Users, and the internal and external stakeholders, to review the facility program, gather any additional information, refine, modify, and customize the facility program;
- (g) plan and conduct stakeholder & public engagement activities in accordance with the approved engagement plan;
- (h) review and comment on the City's construction budget;
- (i) produce minutes of all program meetings identifying the actionable items and submit these minutes to the JPT within 72 hours of each meeting;
- (j) research, review, and compile background information relating to the site and adjacent lands;
- (k) identify the need for additional studies and surveys as necessary and prepare scope of work documents for this work to assist the JPT to engage the required studies and surveys;
- (l) submit a proximity matrix for functional spaces complete with blocking and stacking diagram(s), including options;
- (m) schedule and attend preliminary meeting(s) with all regulatory officials and other authorities having jurisdiction to obtain planning and zoning information, and all relevant project requirements;
- (n) prepare and verify with project stakeholders the furniture, fixtures, and equipment (FF&E) needs;
- (o) prepare and verify with City stakeholders the I.T, audio visual (AV), and security needs and requirements for the project;
- (p) plan and conduct Green Building and Sustainability activities in accordance with D10;
- (q) coordinate site design of SWRC with the future consultant hired to develop the new Firehall site;
- (r) develop a Class 5 construction cost estimate and present it to the JPT for approval; and
- (s) at concept design provide a masterplan that accommodates all future phase scopes of work.

D7.5 Schematic Design Phase

D7.5.1 **Definition:** The schematic design phase is when the City's requirements and desires, defined in the pre-design phase, are resolved into physical, architectural form. The Consultant shall develop a schematic design for all phases of the campus, not only the scope of work in Phase 1. The City will then review and authorize the continuation of the design into Design Development.

D7.5.2 The Consultant shall:

- (a) coordinate services of all consultants;
- (b) coordinate and cooperate with the City's selected consultants;
- (c) schedule, chair, and minute bi-weekly design team meetings (virtually and/or in person at a location to be confirmed) with the City, the JPT, Subconsultants, and other specialist consultants. Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the JPT and the City;
- (d) review all applicable statutes, regulations, codes, and by-laws;
- (e) review existing geotechnical, hydrogeological, and/ or soils engineering reports, and recommend if additional geotechnical, hydrogeological, and/ or soils investigations are required. If additional investigations are required, assist the City in developing the required scope of services documents;
- (f) organize one facility tour of similar facilities for City user groups' review of innovative and functional solutions;
- (g) plan and conduct stakeholder & public engagement activities in accordance with the approved engagement plan;
- (h) conduct Green Building and Sustainability activities in accordance with D10;
- (i) using the project requirements defined in pre-design, prepare and deliver a conceptual design concept for the entire campus and all subsequent phase scopes of work which describe the form, size, character, and massing of the campus based on the entire campus-wide program, including park space and site circulation. The conceptual design, through an iterative design and review process with the City, will be progressively elaborated into a schematic design once the City approves of the conceptual design. A proper phasing plan of the entire campus and all subsequent phase scopes of work will be required, as construction and design development will only proceed on the Phase 1 scope of work currently.
 - (i) The submitted concept shall include a master site plan(s) (identify advantages and disadvantages) indicating proposed building, frontages, street access, outdoor facilities, and parking of the multi-phase campus. The Consultant shall consider the impact of the proposed building elevations and associated services/amenities on the neighbouring residents and include for suitable design mitigation measures to address any concerns that may be raised, such as, visual, acoustic, shadows, wind, pollution, etc.
- (j) apply for and obtain preliminary approvals from authorities having jurisdiction (via pre-consultation meetings) for all planning, zoning, and building requirements. These authorities shall include the City of Winnipeg and any other authorities having jurisdiction;
- (k) provide a preliminary energy model report identifying opportunities over the life-cycle for cost savings. Provide the City with estimated energy saving, incremental costs, and life cycle saving due to implementation of:
 - (i) sustainability measures;
 - (ii) heat recovery;
 - (iii) dehumidification;
 - (iv) renewable energy;
 - (v) solar hot water system;

- (vi) geothermal energy; and
 - (vii) photovoltaics.
- (l) advise of available incentives for high performance new construction;
 - (m) conduct at least one (1) sustainability design workshop and propose features that would be appropriate for this project;
 - (n) create individual room data sheets for all distinct areas of the campus;
 - (o) review and record on an approved electronic data base (e.g. Excel and AutoCAD) all existing and proposed new furniture, fixtures and equipment (FF&E) that are to be included in the final design to meet the City's FF&E requirements;
 - (p) finalize and present a proximity matrix;
 - (q) prepare all application documents and provide the lead role to obtain approval of authorities having jurisdiction for the Site Plan Application;
 - (r) develop a Class 4 construction cost estimate;
 - (s) provide value engineering/analysis and cost reduction strategies and recommendations to align the schematic design documents to the approved construction budget, implement necessary document revisions;
 - (t) provide design measures that address accessibility challenges;
 - (u) recommend the most efficient structural system;
 - (v) assess building systems for quality, durability, energy efficiency, functionality, maintenance, and operations;
 - (w) deliver a storm water strategy;
 - (x) present the design and cost estimate to the JPT for approval;
 - (y) assess proposed waste diversion and management programs i.e. requirements for dedicated waste storage rooms and loading space(s). The City's preference is an internal waste management room with direct access to the loading space(s). Coordinate new waste/recycling receptacles;
 - (z) further develop the campus phasing plan, considering ease of constructability, site access, and traffic/site planning in adding to the Phase 1 scope of work in the future once further funding is secured;
 - (aa) develop schematic plans that re-envision the three existing South Winnipeg Community Centre (SWCC) sites (Waverley Heights, Richmond Kings and Ryerson) as their current programming is expected to be impacted by the new SWRC. Confirm programming needs and stakeholder priorities to develop a preferred concept for each site that addresses current and future programming needs; and
 - (bb) submit a schematic design report for the JPT, which would be considered ~10% completion, to illustrate the scale and character of the project and how the parts of the project function, including but not limited to:
 - (i) provide digital copies;
 - (ii) storm water management plan;
 - (iii) provide area calculations;
 - (iv) outline specifications to describe the size and character of the architectural, structural, mechanical, and electrical systems;
 - (v) describe the requirement for functional servicing;
 - (vi) site plan;
 - (vii) spatial relationship, adjacency, and interior circulation diagrams;
 - (viii) room data sheets for all distinct areas of the facility;
 - (ix) principal floor plans;
 - (x) building sections;
 - (xi) exterior elevations;

- (xii) preliminary landscape and grading plan;
- (xiii) sustainability plan;
- (xiv) three dimensional (3-D) renderings of the exterior of the project and key interior elements;
- (xv) one 3D printed model of the building scaled to overlay a site plan;
- (xvi) design briefs;
- (xvii) constructability review report;
- (xviii) phasing plan; and
- (xix) obtain the City's approval before proceeding with the design development phase.

D7.6 Design Development Phase

D7.6.1 Definition: Design development further develops the schematic design based on the City's decision to proceed. During design development, specifications become an integral part of the design. The Consultant shall only produce Design Development drawings and specifications for scope relating to Phase 1 of the SWRC.

D7.6.2 The Consultant shall:

- (a) coordinate services of Subconsultants as applicable;
- (b) coordinate and cooperate with the City's consultants;
- (c) schedule, chair, and minute bi-weekly design team meetings with the City, DPM, JPT, Subconsultants, and other specialists (virtually and/or in person at a location to be confirmed). Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the JPT and the City;
- (d) continue to review and confirm that the design is in conformance with the Phase 1 campus program;
- (e) continue to review and confirm that the design is in conformance with all sustainability requirements from D10, including City's Green Building Policy, Accessibility Policy, Climate Action Plan, and Climate Change Goals;
- (f) provide complete specifications for all building elements;
- (g) update the room data sheets and arrange to have meetings for the purpose of finalizing the details;
- (h) elaborate cut and fill requirements;
- (i) make Site Plan application (SPA); continue to coordinate and provide the lead role with the authorities having jurisdiction for the SPA responding to and resolving any outstanding conditions of SPA in a timely manner. Allow for minimum of three (3) iterations in support of SPA submissions;
- (j) prepare a presentation for the City of the light fixtures, plumbing fixtures, millwork, signage, and related way-finding systems, all furnishings, and proposed interior/exterior finishes;
- (k) submit a facility life cycle cost analysis to permit the City to assess the comparative merits of alternative mechanical and electrical building systems;
- (l) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget. Update the energy model accordingly;
- (m) assist the City with fire safety plans;
- (n) if required, submit for Environmental Compliance Approvals for air and noise and obtain all required approvals from the Ministry of Environment and Climate Change (MOECC) and/or Manitoba Conservation and Climate;
- (o) further elaborate the design development documents for the City's approval that would be considered 30% completion. This would include the following:

- (i) an electronic document submission;
 - (ii) site plan;
 - (iii) floor plans;
 - (iv) building sections;
 - (v) exterior elevations;
 - (vi) room data sheets identifying all proposed finish materials, IT, AV, Building Automation, FF&E, and Security requirements;
 - (vii) hoarding requirements and any temporary site access requirements;
 - (viii) project brief detailing area calculations, building systems and design specifications;
 - (ix) any other documents that may be required, to describe the size and character of the campus including the architectural, structural, mechanical, electrical, civil, and landscape aspects;
 - (x) three dimensional (3-D) renderings of the exterior of the project and key interior elements;
 - (xi) video of interior and exterior spaces, including transitions between spaces (fly-through or cinematic video)
 - (xii) develop Class 3 cost estimate and present to JPT for approval; and
 - (xiii) updated design briefs.
- (p) develop and lead the tendering of a Request for Qualification (RFQ) for General Contracting Services for the shortlisting of prospective Contractors for construction services. Issue addendums and respond to any questions the proponents have; participate in the evaluation of the proposals, proponent interviews and reference checks; and
- (q) obtain the City's approval before proceeding with the construction documents phase.

D7.7 Construction Documents Phase

D7.7.1 The Consultant shall:

- (a) coordinate services of consultants as applicable;
- (b) schedule, chair, and minute bi-weekly design team meetings with the City, DPM, JPT, Subconsultants, and other specialists virtually and/or in person at a location to be confirmed. Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the JPT and the City;
- (c) review statutes, regulations, codes, and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction;
- (d) assemble, prepare, and take responsibility for the submission of all remaining documents requested by the authorities having jurisdiction, and provide all communication with the authorities as required;
- (e) submit Building permit applications, including liaise with the related City departments, as required; revise and resubmit as required by the City including the resolution of any SPA issues; the City will pay for the Building Permit fees and the awarded Contractor will reimburse the City the fees;
- (f) work with the relevant Engineering Departments of the City to verify acceptable conditions are imposed before, during, and after construction. Water Resources conducts environmental compliance monitoring related to storm water management and water quality for City projects;
- (g) prepare for the City's review and approval a 60% construction document set, along with a Class 2 Cost Estimate;
- (h) prepare for the City's review and approval the 99% construction documents. Submit the package as electronic documents (PDF). All City comments must be reflected in the 100% Issue for Tender package;

- (i) provide a Class 1 Cost Estimate for the JPT's review and approval during the 99% construction document/drawing submittal;
- (j) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget. Update the energy model accordingly;
- (k) include sustainable protocols, including waste diversion and management protocols and requirements listed in D10, in the Construction Documents;
- (l) submit to the JPT a list of proposed warranties applicable to building and construction components;
- (m) verify specified materials and equipment are available within the required schedule;
- (n) continue to design in accordance with the sustainable design strategies determined in previous phases, and to obtain all grant and incentive opportunities as agreed in the prior phases;
- (o) review with the City and finalize a proposed finish hardware schedule that is to be included in the tender documents (not through a cash allowance);
- (p) identify appropriate cash allowances for items such as signage;
- (q) prepare the Furniture, Fixtures, and Equipment (FF&E) program for Phase 1 scope of work complete with an implementation plan for the program, including but not limited to, design, City approvals, tender documents, and on-site installation. The Consultant shall:
 - (i) organize user group meetings to obtain relevant user input;
 - (ii) organize one tour for user groups to visit innovative solutions of other similar and comparable projects;
 - (iii) assess current furniture standards and City standards;
 - (iv) work with the City's team to develop a coherent vision for the program;
 - (v) provide two FF&E concepts for presentation to the City;
 - (vi) deliver an FF&E design brief describing the proposed program;
 - (vii) provide for the requisite I/T, power, heating, cooling, and other building infrastructure in the construction documents as required;
 - (viii) prepare the specification to tender the FF&E work, which may include multiple FF&E tender packages and FF&E procurement phases;
 - (ix) develop a Class 3 cost estimate for costs relating to the procurement and installation of all FF&E items;
- (r) finalize, coordinate, and incorporate the design by resolving all constructability issues;
- (s) finalize the proposed phasing and sequencing plan;
- (t) provide colour board samples and finish material selection sample boards including presentations to the City, along with the final room data sheets for approval;
- (u) elements of construction that may be eligible for alternate funding may be required to be identified separately within the cost estimate and itemized prices;
- (v) provide the City with complete electronic sets of coordinated 100% construction documents including specifications, along with an electronic PDF set on a USB drive;
- (w) provide the City with a 3D Revit Model and AutoCAD drawing files of the 100% Construction Documents; consult with the City for compatibility with the City's software; and
- (x) the City will provide final review and approval before they proceed with the Tendering/Bidding phase.

D7.8 Tendering/Bidding Phase

D7.8.1 The Consultant shall:

- (a) prepare the construction tender using the City's templates, processes, and General Conditions for Construction. Coordinate with the various City Departments, including Materials Management and Insurance Branch, and the JPT to finalize the construction tender;
- (b) update the Class 1 construction estimate as needed during the Tendering/Bidding phase to reflect the 100% Issued for Tender submission;
- (c) submit for the City's review the bid form (inclusive of any project specific alternates, itemized and separate prices, etc.), instructions to bidders, and other contract documents, and revise the documents to incorporate the City's and JPT's comments. Elements of construction may be eligible for alternate funding and may be required to be identified separately within the tender form as itemized prices;
 - (i) Include coordination with various City Departments, including but not limited to Materials Management and Insurance Branch.
- (d) finalize the Furniture, Fixture, and Equipment (FF&E) program for Phase 1 scope of work complete with an implementation plan for the program, including but not limited to, design, City approvals, tender documents, and on-site installation. In this phase, the Consultant shall:
 - (i) develop a Class 1 cost estimate for costs relating to the procurement and installation of all FF&E items
 - (ii) procure the FF&E items and review bids; and
 - (iii) assist with the evaluation of the FF&E tenders and provide recommendations.
- (e) Contract Administrator to participate in a site investigation meeting with the Pre-Qualified bidders, to respond to questions raised by bidders during the tender period, and prepare addenda or clarifications for issue by the City to bidders in a timely manner;
- (f) assist the JPT with the examination and evaluation of tenders, including valuation of itemized prices and advise on acceptance;
- (g) provide support during the selection of the contractor including attending JPT evaluation meetings; and
- (h) provide the City with an electronic version of the "issued for construction" set of drawings and specifications incorporating all addenda and alternative approved items.

D7.9 Construction – Contract Administration Phase

D7.9.1 The Consultant shall:

- (a) designate a separate Contract Administrator whose sole role is to conduct contract administration services and assist with preparation, posting and review of bids of the Tender;
- (b) coordinate services of Subconsultants as applicable;
- (c) serve as the "Consultant" as per the City's Construction Contract;
- (d) provide continuity of resources from the design phases;
- (e) organize and attend the pre-construction meeting and compile the minutes;
- (f) attend bi-weekly construction meetings and specialty start up meetings on site, along with the relevant Subconsultants;
- (g) compile the minutes (using City's template) to the bi-weekly construction meetings and distribute within 72 hours;
- (h) submit for the review and approval of the City a quality assurance plan that details the requirements for site reviews, testing, inspection, and other construction monitoring;
- (i) carry out and coordinate as applicable the general review of the work and include in each field review detailed written comments on quality of work, adherence to technical requirements, work deficiencies, and approve remedial action;

- (j) establish an electronic folder system in the project's ShareFile site where reports from the field will reside for the JPT's reference;
- (k) render interpretations regarding technical queries in written and graphic form as may be required with reasonable promptness;
- (l) render written findings within a reasonable time on all claims, disputes, and other matters in question between the City and the Contractor relating to the execution, schedule, or performance of the work or the interpretation of the contract documents;
- (m) render interpretations and findings consistent with the intent of and reasonably inferable from the contract documents;
- (n) review Contractor's submittals and/or shop drawings, product data, and samples, for conformance with the design; maintain an electronic log to evidence the status and disposition of shop drawings and other required contractor submittals;
- (o) review and validate the Contractor's project schedule and provide comment to the JPT;
- (p) review any submitted documentation from the Contractor related to Health and Safety on the Site. This includes a review of the Contractor's Safe Work Plans;
- (q) using the City's templates, prepare proposed change notices (PCN), field instructions (FI), and change work orders (CWO) for the JPT's recommendation and the City's approval; maintain electronic logs to accurately document the status of all PCN's, FI's and CWO's; Consultant to prepare the estimated cost for each PCN. Provide rationale with each proposed change to JPT;
- (r) provide timely responses and reviews to Contractor's Request for Information (RFI);
- (s) furnish supplemental instructions to the Contractor with reasonable promptness in accordance with a schedule for such instructions agreed by the Consultant and the Contractor;
- (t) receive from the Contractor and forward for the JPT's review the written warranties and related documents;
- (u) maintain an electronic record of changes as the project progresses;
- (v) monitor the testing and inspection program; review all reports and issue direction where remedial action is necessary;
- (w) determine the amounts owing to the Contractor based on the Consultant's observations and evaluation of the Contractor's work;
- (x) review the Contractor's draft invoice to confirm the value of work and note any corrections;
- (y) issue a Certificate for Payment for the value of work completed each month within ten (10) days of receipt of the Contractor's proper invoice;
- (z) review and confirm the Furniture, Fixture, and Equipment (FF&E) program for Phase 1 scope of work for on-site installation. In this phase, the Consultant shall:
 - (i) review all FF&E shop drawings;
 - (ii) prepare a schedule of mock-ups and attend review sessions; and
 - (iii) progressively review the installation of FF&E complete with site reports.
- (aa) a month prior to issuing Substantial Performance, obtain the Operation and Maintenance Manuals (O&Ms) from the Contractor and review for completeness;
- (bb) determine the date of Substantial Performance, issue the appropriate certificate of Substantial Performance of the Work, and oversee the building handover to the City;
- (cc) perform required services to expedite granting of Building Occupancy including provision of all required sign offs and certifications;
- (dd) receive from the Contractor the final submittals that are listed in the construction contract to be submitted with the request for the Consultant to review and approve for Substantial Performance;

- (ee) create a comprehensive deficiency list (all disciplines) in addition to the list prepared by the Contractor and estimate values for finishing holdbacks;
- (ff) validate performance of the building systems in compliance with the City's expectations and with the Facility Program and with other design documents, coordinating with the independent commissioning consultant to provide comprehensive services related to the commissioning of the building systems as per section D11;
- (gg) coordinate the effort of the commissioning consultant to monitor the performance of all building systems (envelope, mechanical, and electrical) through four (4) complete seasons (summer, fall, winter, spring), report to the City on compliance or non-compliance with the performance expectations. Provide necessary documentation and direction to the City's staff or the Contractor with respect to correction of variances from performance expectations;
- (hh) receive, review and approve as-built drawings from the Contractor which includes a complete set of AutoCAD record drawings for all building systems and components in a format acceptable to the City;
 - (i) submit record drawings for the City's use. Including one electronic PDF copy and one editable CAD file (latest version, as per City standards). The PDF copy is to be signed and dated by the Architect and Engineers; and
 - (ii) receive from the Contractor four (4) approved sets of O&M binders and electronic format acceptable to the City and provide to the City.

D7.10 Project Closeout and Post-Construction Phase

D7.10.1 The Consultant shall:

- (a) review for completeness the deficiency list of items to be completed or corrected submitted by the Contractor and forward to the City and Contractor together with a list of any additional items observed by the Consultant;
- (b) forward submittals to the City for review with a written report listing any submittals listed in the construction contract documents that have not been submitted;
- (c) where required submittals have not been submitted by the Contractor, determine the amount that will be retained from payments to the Contractor in accordance with the construction contract until the submittals are submitted;
- (d) actively follow up and support the Contractor to achieve timely correction of deficiencies by the Contractor;
- (e) re-inspect as reasonably necessary to determine sufficiency of correction of deficiencies by the Contractor; allow minimum of four (4) additional site inspections following the final deficiency review;
- (f) confirm the date of Total Performance in accordance to the contract and issue the appropriate certificate of Total Performance of the work;
- (g) verify the validity of the Contractor's application for final payment and issue a certificate for final payment;
- (h) during the warranty period, review on site any defects which have been observed and reported during that period;
 - (i) the City will issue Warranty Work Orders to the Contractor;
 - (ii) maintain Warranty Work Order log and provide the City with monthly updates of the log.
- (i) arrange and conduct a site visit one (1) month prior to the end of warranty with the Contractor and City to review for any defects and advise the Contractor in writing to complete these items.

D8. STAKEHOLDER & PUBLIC ENGAGEMENT

- D8.1 This project includes broad public engagement with residents and targeted engagement with key stakeholders.
- D8.2 Engagement is intended to inform the design of SWRC throughout all phases of the design and development of Contract documents.
- D8.3 The City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training. The Consultant shall use and will be given access to the City's [Engage Winnipeg](#) online engagement platform, developing and updating web content on the webpage.
- D8.4 The Consultant shall provide a virtual meeting platform for all virtual meetings and events.
- D8.5 The Consultant shall work collaboratively with the Office of Public Engagement (OPE) to follow the [Engage Winnipeg Policy](#).
- D8.6 The Consultant shall utilize engagement approaches and techniques that consider the diversity of the community and look to identify and reduce potential barriers to participation. Potential barriers will vary, but could include lack of information, time of events, cultural norms, language, lack of transportation, limited access to technology, etc.
- D8.7 The Consultant shall conduct a stakeholder mapping exercise (a process involving identifying individuals and groups, and their interest in the project to ensure the project is reaching those who may need special outreach and/or support to engage) with known stakeholders at the beginning of the engagement planning, and develop and update a contact log throughout the project.
- D8.8 There will be many stakeholders relevant to this project. Key stakeholders currently identified are:
- (a) South Winnipeg Community Centre (SWCC);
 - (b) Pembina Trails School Division; and
 - (c) Province of Manitoba (Daycare).
- D8.9 Additional stakeholders will be identified through stakeholder mapping and are anticipated to include, but not be limited to:
- (a) resident associations;
 - (b) cultural groups;
 - (c) community and non-profit organizations;
 - (d) local sport and recreation groups/providers;
 - (e) Pembina Active Living 55+;
 - (f) Manitoba Association of Senior Centres;
 - (g) Volleyball MB; and
 - (h) Basketball MB.
- D8.10 The Consultant shall identify and coordinate opportunities to support capacity building through community engagement such as utilizing members of the community to help promote engagement opportunities, act as project ambassadors, and act as translators for public engagement opportunities.
- D8.11 The Consultant shall host minimum seven (7) public engagement meetings with the project team, including the JPT, DPM and a representative from the Office of Public Engagement (OPE). This should include:

- (a) an initial meeting, following the project kick-off meeting, to discuss the draft engagement plan in detail;
- (b) a meeting prior to each engagement phase (identified in D8.12) to discuss planning and materials in detail; and
- (c) a meeting following each engagement phase (identified in D8.12) to discuss feedback and how it can be incorporated into the project.

D8.12 Stakeholder & Public Engagement Expectations

D8.12.1 The Consultant shall plan, develop, and carry out a comprehensive stakeholder & public engagement plan, that at a minimum, incorporates the following project task/key engagement opportunities:

Project Task / Key Engagement Opportunity	Project Phase	Required Techniques
<p>(a) Community Programming Needs Assessment</p> <p><u>Engagement Type:</u> Consult</p> <p><u>Engagement Goal:</u> Identify and confirm programming needs and community priorities to inform the planning and design process.</p>	<p>Pre-Design or Schematic Design</p>	<p>Ideas tool and short survey (hosted on Engage Winnipeg platform) Interviews or up to 3 meetings with stakeholders</p> <p>Other techniques identified by the Consultant</p>
<p>(b) Site Planning</p> <p><u>Engagement Type:</u> Consult</p> <p><u>Engagement Goal:</u> Further identification of community priorities and interests to inform the development of a site master plan that addresses current and future phases of the SWRC. Explore the relationship between components, connections, and adjacencies. How do people anticipate accessing and using the site? Identify priority amenities and areas of potential concern.</p>	<p>Schematic Design</p>	<p>Meetings with key stakeholders</p> <p>Two (2) design charettes that support participation by all stakeholder organizations and the general public</p> <p>Other techniques identified by the Consultant</p>
<p>(c) Re-envisioning the three existing South Winnipeg Community Centre sites (Waverley Heights, Richmond Kings and Ryerson).</p> <p><u>Engagement Type:</u> Collaborate</p> <p><u>Engagement Goal:</u> Confirm programming needs and stakeholder priorities to develop a preferred concept for each site that addresses current and future programming needs.</p>	<p>Schematic Design</p>	<p>Up to four (4) meetings with South Winnipeg Community Centre including site visits</p>
<p>(d) Public Art Installation</p> <p><u>Engagement Type:</u> Consult or Collaborate</p>	<p>Schematic Design or Design Development</p>	<p>Collaborate with JPT and Winnipeg Arts Council to integrate public art</p>

<p><u>Engagement Goal</u>: Visioning. Opportunity to explore different ideas and themes. This initiative will be developed with the support of the Winnipeg Arts Council and must integrate effectively with the overall design process.</p>		
<p>(e) Preferred Design</p> <p><u>Engagement Type</u>: Inform</p> <p><u>Engagement Goal</u>: Share preferred design before proceeding with the Contract Documents phase. Confirm previous inputs, identify areas of concern, and identify potential adjustments based on feedback received.</p>	<p>Design Development</p>	<p>Survey</p> <p>One (1) open house</p> <p>Two (2) pop-Ups</p> <p>Other techniques identified by the Consultant</p>

- D8.12.2 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (a) all public materials must be posted online two (2) weeks prior to an in-person or virtual event;
 - (b) the anticipated review period for materials will be minimum three (3) weeks prior to posting; and
 - (c) following review, the translation of final public materials should be allocated at least one (1) week to complete.
- D8.12.3 Public engagement events or activities should not be planned for the months of July, August, and December. However, targeted stakeholder meetings can be scheduled during these months.
- D8.12.4 A pre-election announcement 'black-out' period will be in effect from September 1, 2022 until the municipal election on October 26, 2022. Public engagement events or activities should not be planned during this time but targeted stakeholder meetings can occur.
- D8.12.5 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events. If in-person events are not possible due to public health orders from the pandemic, virtual events will be used instead. Virtual events will occur on the Consultant's software.

D8.13 Engagement

- D8.13.1 The Consultant shall develop and provide the following deliverables in accordance with City of Winnipeg Public Engagement Guidelines <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) an engagement strategy (template to be provided) that clearly identifies:
 - (i) the public and stakeholders' role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions made at each step,
 - (iii) techniques that achieve the identified engagement objectives;
 - (iv) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (v) how input will be considered and incorporated where possible.
 - (b) updates to stakeholders and project email subscribers at key milestones;

- (c) events and engagement opportunities;
- (d) a promotion and notification plan for each engagement phase;
- (e) web content and web updates at key milestones as the project progresses through each design phase;
- (f) summaries corresponding to each engagement phase;
- (g) a final public engagement report, reporting on all engagement phases; and
- (h) a communications log, kept up to date throughout the project.

D8.14 Engagement Outcomes

- D8.14.1 The execution of the public engagement plan will result in reaching the following objectives:
- (a) the general public and stakeholders understand the City's current systems and processes;
 - (b) the general public and stakeholders understand the opportunities, limitations, and need for the SWRC;
 - (c) the general public and stakeholders' vision, values, priorities, concerns, and needs for SWRC are considered and incorporated into the planning and design process; and
 - (d) the general public and stakeholders understand how their input was considered and incorporated (where possible) into the SWRC.

D9. CITY OF WINNIPEG ACCESSIBILITY DESIGN STANDARDS (WADS)

- D9.1 The Consultant shall be solely responsible for adhering to the City of Winnipeg Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/councilpolicy.asp?id=universaldesign> and ensuring the City of Winnipeg's Accessibility Design Standards https://winnipeg.ca/ppd/Universal_Design.stm (WADS) are met.
- D9.2 As part of the project Deliverables provided to the City, the Consultant will produce a comprehensive WADS Compliance Document that summarizes all analysis, application, limitations, and challenges introduced by existing conditions (if applicable), and implementation of solutions; complete with signed statement of WADS compliance by the professional taking responsibility for the work, at the time that final drawings are issued for construction.
- D9.3 The Consultant shall provide WADS Accessibility expertise by hiring an independent WADS Specialist that will deliver the following services throughout all phases of the project:
- (a) review the Redevelopment Plan/Supporting information;
 - (b) document accessibility issues and decisions in a table or spreadsheet;
 - (c) participate in IDP meetings and present resolution alternatives;
 - (d) provide the City with all associated compliance decision-making information and reporting;
 - (e) review milestone design submissions (10%, 30%, 60% & 99%);
 - (f) review tender package;
 - (g) inspect work during Construction phase to ensure WADS compliance; and
 - (h) participate in deficiency, Substantial, Total Performance and end of warranty reviews.
- D9.4 The City shall review the proposed independent WAD Specialist's credentials and advise the Consultant of approval prior to the Consultant engaging in a contract with the WADS specialist. Qualifications the City desires for the WADS Specialist are listed below:
- (a) a Master's degree from an accredited post-secondary institution with a specialty in accessibility and inclusive design in either:
 - (i) Architecture/Design, Landscape Architecture, Planning, Disability Studies; or

- (ii) suitable combination of education and experience.
- (b) five (5) years' experience in access auditing and implementing the Principles of Universal Design is essential;
- (c) expected to be the subject matter expert in best practices, research, and development for accessibility;
- (d) sound understanding of how universal design affects delivery and development of all programs and service including:
 - (i) the built environment, employment, transportation, customer service, and information and communication.
- (e) excellent knowledge of available related resources:
 - (i) Winnipeg Accessibility Design Standards (WADS), Human Rights Legislation, the Accessibility for Manitobans Act and Manitoba Building Code.
- (f) in-depth understanding of Winnipeg's disability community and cross-disability needs;
- (g) experience working with Contractors and external Consultants with the ability to read and understand architectural and engineering plans while providing technical expertise in universal design;
- (h) demonstrated knowledge and experience reading, interpreting, and analyzing City of Winnipeg by-laws, policies and procedures; and
- (i) membership in the following committees is considered an asset:
 - (i) National Research Council Building Code Use and Egress Technical Committee including the Accessibility Task Group, the Canadian Standards Association B651 Technical Committee
 - (ii) Government of Canada Accessibility Standards Council Technical Committee.

D9.5 The Consultant shall ensure that all recommendations initiated by the Accessibility Specialist are incorporated into all aspects of the Phase 1 design. The Accessibility Specialist's services are to include IDP participation, milestone design submission review, tender package review, and inspections/reporting for substantial and total performance.

D10. GREEN BUILDING & SUSTAINABILITY

D10.1 The City's intention for the future South Winnipeg Recreation Campus is to be an energy efficient, net zero carbon ready building.

D10.2 A net zero carbon building is defined as a highly energy-efficient building that produces onsite, or procures, carbon-free renewable energy or high-quality carbon offsets to counterbalance the annual carbon emissions from operations.

D10.3 A net zero carbon ready building is one that could operate as a net zero carbon building in the future and prioritizes low-carbon investments based on integrated design principles and lifecycle analysis.

D10.4 The building will be required to achieve a minimum of 20% energy savings over NECB-2017.

D10.5 At a minimum, this project is expected to meet all requirements stated in the following sustainable regulations along with being a net zero carbon ready building:

- (a) Manitoba's Green Building Program
<https://www.gov.mb.ca/finance/greenbuilding/index.html>;
- (b) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>;
- (c) LEED Silver Certification;
- (d) requirements listed in the Investing in Canada Infrastructure Program (ICIP) Funding Application; and

(e) CSA A460:19 Bird Friendly Building Design Standard.

- D10.6 The City has completed a Climate Lens: Climate Change Resilience Assessment and Greenhouse Gas Mitigation Assessment. See Appendix B. Opportunities to increase the facility's climate resilience, particularly the ability to support residents during extended power outages or periods of extreme cold or heat, shall be considered.
- D10.7 The Consultant shall conduct at least two (2) sustainability design workshops to explore the project's sustainability goals and targets. The first sustainability design workshop should concentrate on passive design features, whilst the second sustainability design workshop should focus on active systems (mechanical and electrical). This will allow the City to explore sustainable features that will need to be incorporated into the design. The Climate Lens report may be a useful resource in understanding the long-term sustainability and resilience requirements for the project.
- D10.8 Certification under the Canada Green Building Council's Zero Carbon Building (ZCB) Design Standard is not proposed. The implementation of low or zero carbon practices are of interest to the City.
- D10.9 The Consultant shall use acceptable energy modelling software. This includes eQuest, IES-VE, or Energy Plus (with either Open Studio or Design Builder). Software limitations shall not excuse the limitation of accuracy of energy modelling to show compliance with the standard. Any software limitations are expected to be overcome with appropriate engineering calculations.
- D10.10 At project completion, the Consultant shall provide the City with the energy modelling files and the output/results files. The weather file that was used for the modelling shall also be provided.
- D10.11 Specific energy and carbon reduction approaches that the Consultant shall consider where possible, are detailed in Appendix C.
- D10.12 The Consultant shall use energy efficient HVAC equipment and systems – the expectation is that design will utilize a ground source or air to water heat pump system. Two (2) feasibility studies are required, details of which are in Appendix C.
- D10.13 To determine financial feasibility, a solar photovoltaic (PV) and solar thermal (air and water) feasibility study is to be prepared by the Consultant. The details to be included in the study are in Appendix C.
- D10.14 As per Manitoba's Green Building Program and the City Green Building Policy, LEED Silver certification is required. Along with achieving silver certification, the project shall achieve the following credits:
- (a) Integrative Process;
 - (b) Green Vehicles - Option 1: Electric Vehicle Charging;
 - (c) Site Development – Protect or Restore Habitat, Option 1: On-site Restoration;
 - (d) Enhanced Commissioning – Option 1 Enhanced Systems Commissioning, Path 1 and Option 2, Envelope Commissioning; and
 - (e) Regional Priority -Optimize Energy Performance: Achieve a minimum of ten (10) Optimize Energy Performance points.
- D10.15 The City is currently in the early stage of developing an Electric Vehicle Strategy which may require new construction to have 5% of the parking stalls to be equipped with Level 2 Electric Vehicle charging stations with a minimum of two (2).

D11. COMMISSIONING MANAGEMENT

- D11.1.1 Effective commissioning is essential for the smooth transfer of the building from the project team to the City's operating staff. The Consultant shall engage with the City's commissioning consultant who shall be an independent firm with no corporate ties to the building envelope, mechanical, and electrical consultants engaged by the Consultant.

- D11.1.2 The commissioning consultant shall possess the following minimum credentials;
- (a) Certified Commissioning Professional (CCP); and/or
 - (b) ASHRAE Commissioning Process Management Professional (CPMP).
- D11.1.3 The Consultant shall develop the commissioning specifications; including building envelope, solicit vendors, obtain competitive prices for a commissioning agent, and recommend a preferred vendor to the City. The City will then contract with the preferred commissioning agent independently from the Consultant. The Consultant will work with the agent as part of the project team to incorporate commissioning into the project design and construction.
- D11.1.4 The Consultant shall coordinate all work with the building commissioning agents as necessary.
- D11.1.5 The commissioning consultant shall coordinate activities related to commissioning and confirm that all tests performed by sub-trades, suppliers, and equipment manufacturers are conducted and documented. Commissioning services shall include (but not limited to):
- (a) prepare the commissioning plan to achieve efficient commissioning of the facility, and the satisfaction of the obligations arising from this section. The plan shall provide sufficient detail to evidence how the Consultant will transfer the building from the project team to the City's operating staff, and will include;
 - (i) details of the procedures and processes to be followed;
 - (ii) organizational plan prescribing roles and responsibilities;
 - (iii) communication and distribution plan;
 - (iv) schedule including meeting and training schedule; and
 - (v) functional performance verification forms.
 - (b) review the Consultant's design documentation (including details and product information) prior to tender to identify issues of concern from a commissioning perspective;
 - (c) provide commissioning services on the building envelope, mechanical, and electrical systems, equipment, and components;
 - (d) prepare project specific specification section: commissioning of the facility related to commissioning delivery of the facility and the roles and responsibilities of the commissioning consultant and the Contractor;
 - (e) prepare functional performance verification forms or test sheets for each piece of equipment and system specified in building envelope, mechanical, and electrical divisions;
 - (f) prepare a timetable and a list of seasonal tasks to be performed during the first year of operation;
 - (g) prior to starting functional performance verification, the commissioning consultant shall review the following;
 - (i) installation;
 - (ii) documentation;
 - (iii) design criteria, design intent, special features;
 - (iv) commissioning schedule;
 - (v) commissioning procedures;
 - (vi) cleanliness of the systems; and
 - (vii) electrical characteristics of connected equipment.
 - (h) verify that training as indicated in the contract specification has been provided;
 - (i) review operation and maintenance (O&M) manuals for completeness of commissioning items;

- (j) perform functional performance verification of systems including the Building Automation System (BAS) and report faults and defects affecting commissioning to the Consultant;
- (k) verify energy conservation features are operating as designed and meeting energy use intensity target; and
- (l) attend construction meetings with the Contractor and the design team as required and take the lead in performing the commissioning scope of work.

D12. TRANSPORTATION

- D12.1.1 Transportation analysis and recommendations shall conform to the City's objectives. For transportation, address the following (but not limited to):
- (a) provide a parking program with consideration for circulation, wayfinding, accessibility, control, refuse/recycling pick-up and impacts of future Phase expansions;
 - (b) identify necessary site amenities, bike shelters, storage facilities, change rooms;
 - (c) allow for various means of circulation, bicycle, vehicular, and pedestrian;
 - (d) provide a site circulation analysis including fire vehicle access;
 - (e) consider traffic control measures, signage, calming, pavement markings and intersection control; and
 - (f) address wayfinding and connections to public transit.

D13. QUALITY MANAGEMENT

D13.1 General

- D13.1.1 The quality of the product of this project, and all the deliverables leading to project completion, are of great importance to the City.
- D13.1.2 To achieve an effective quality management system during the delivery of this project, the disposition of the Consultant towards quality management and the level of maturity of their quality management systems will be evaluated as part of the vendor performance records for future procurements.

D13.2 Quality Assurance

- D13.2.1 Quality assurance is the component of a quality management system that is focused on providing confidence that the quality requirements of the project will be fulfilled. Inputs to the quality assurance effort are the design drawings, specifications, project plans and progress reports.
- D13.2.2 The Consultant shall:
- (a) coordinate the engineering and other design documents with the architectural drawings and specifications;
 - (b) implement a document control system to identify changes to drawings and specifications;
 - (c) control and track the distribution of design documents to prevent the unintended use of obsolete information;
 - (d) commit the services of a consistent team of resources from initial concept design phase through contract administration and commissioning;
 - (e) verify the compliance of the design with the functional, spatial, performance and aesthetic needs of the project, along with applicable codes, standards, and Municipal by-laws;

- (f) submit a detailed Quality Implementation Plan (QIP) for the verification of the Contractor's performance. The plan will include a consolidated listing of project-specific design and system performance criteria that have been used by the Consultant and the Subconsultants as a basis for design of the project. The QIP will also include a listing of those activities, and their timings, to be carried out by the Consultant and the Subconsultants during construction to verify that the work is completed in compliance with the contract documents and with the design requirements of the project. For example, QIP would include performance criteria for curtain wall and any necessary mock ups and inspections; and
- (g) prior to the tender for construction work undertake a three-dimensional building information modelling (BIM, using Revit or equivalent) with Subconsultants input as part of the design coordination effort to eliminate coordination and conflict issues between various design disciplines.

D13.3 Quality Control

D13.3.1 Quality control is the component of a quality management system that is focused on fulfilling the quality requirements. The quality control effort involves inspections, tests, and corrective and preventive actions on site.

D13.3.2 The Consultant shall:

- (a) assign an experienced Contract Administrator to oversee the quality of the construction. In addition to the Contract Administrator's typical duties, the Contract Administrator shall follow all City specific duties outlined in the City's Project Management Manual;
- (b) confirm that the Contract Administrator is familiar with all technical aspects of the design;
- (c) carry out all inspections and supervise or witness all tests, as defined in the QIP, to verify that the contract work is proceeding in accordance with the contract documents and to minimize the time required to correct contractor deficiencies during the facility start-up phase;
- (d) maintain the QIP plan and submit updates to the plan accordingly; and
- (e) identify and track deficient work on site from discovery to correction.

D13.4 Cost Control

D13.4.1 The Consultant will work with the JPT to deliver a design within the budget.

D13.4.2 The Cost Consultant retained by the Consultant shall provide a cost estimate report for each phase of the development of the design, which in addition to the cost estimate of the construction, provides a description of the following aspects:

- (a) current local market conditions;
- (b) any potential for future changes to the construction market;
- (c) calculations of escalations;
- (d) availability of construction products; and
- (e) any other items that could affect the price of products or the availability of resources at the time construction takes place.

D13.4.3 As requested in each design phase in this RFP, the Consultant shall develop and submit the following Project Cost Estimates for the JPT's approval:

- (a) Class 5 Cost Estimate of the Site Master Plan developed in the Pre-Design and Program & Scope Development Phase
- (b) Class 4 Cost Estimate of the conceptual design that is submitted to the City for their review, including buildings and the site plan;
- (c) Class 4 Cost Estimate during the Schematic design submission (10%);

- (d) Class 3 Cost Estimate during the Design Development submission (30%);
- (e) Class 2 Cost Estimate during the 60% Construction Document Submission;
- (f) Class 1 Cost Estimate during 99% Construction Document Submission; and
- (g) Class 1 Cost Estimate update to reflect changes made to the 100% Issued for Tender package.

- D13.4.4 The Consultant shall provide cost comparisons and cost reports identifying the differences between each succeeding cost estimate, along with an executive summary, identifying the reasons for the differences and their cost effect on the project.
- D13.4.5 All construction estimates must include design and estimating contingency sums as are deemed necessary in light of the design information not available. The Consultant shall provide an explanation as to the level of contingency included within each estimate.
- D13.4.6 Unit rates and prices used in arriving at estimated costs will be based on current rates at the time of submission and will include increases that would normally occur during the construction period. Escalation for the period between submission and the start of construction will be shown separately.
- D13.4.7 The Consultant shall deliver a proposed schedule for preparation and review of cost estimates, clearly demonstrating cost control measures that will be implemented to ensure the various cost estimates at various stages of design development are within the construction budget.
- D13.4.8 The Consultant shall monitor construction costs from the commencement of the Consultant's work through to completion of construction.
- D13.4.9 Potential cost overruns shall be reported by the Consultant well in advance of their anticipated occurrence to allow the JPT enough opportunity to take remedial measures.
- D13.4.10 The Consultant shall aid the JPT by responding to questions concerning project costs and alternative cost solutions.
- D13.4.11 Escalation for the period between submission of the cost report and the time of tender submission shall be shown separately.
- D13.4.12 The Consultant shall provide the JPT with cost estimates for proposed change notices (PCN) prior to the PCN being issued to the Contractor and shall further identify the anticipated impact on the construction schedule. The Consultant shall analyze the contractor's submission in detail; submit to the JPT detailed documentation supporting the Consultant's determination of the fair value of each PCN, and issue written advice to the DPM regarding the disposition of PCN's.
- D13.4.13 The Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.

D13.5 Design Schedule

- D13.5.1 The Consultant shall, within twenty (20) working days of notification of contract award, submit a detailed design schedule based on the milestones in the project schedule listed in section D23. This detailed design schedule will then be used to coordinate all phases of the work. Once the JPT and City approve the schedule, the Consultant shall complete its work in accordance with the approved schedule.

D13.6 Construction Schedule

- D13.6.1 The Consultant shall include in the contract documents the requirement of the Contractor to provide a monthly earned value assessment of the actual construction performance compared to the approved baseline.
- D13.6.2 The Consultant shall request schedule updates to analyze the Contractor's progress against the construction schedule.

D13.6.3 The Consultant shall provide services beginning as soon as possible and perform the required services throughout the duration of the Project, until project completion. Timeline estimates related to design and construction of the Project are as per section D23 and take precedence over anything found in previous studies and reports.

D14. PROJECT MANAGEMENT MANUAL

D14.1 The services required under D6 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.

D15. CONTRACT FUNDS

D15.1 The funds available for this contract are \$4,500,000 CAD, which is inclusive of PST.

D16. CONSTRUCTION METHODOLOGY

D16.1 The City is currently considering the method of design-bid-build (DBB) in order to meet its objectives, however, the City may consider alternatives to this approach. For consistency in pricing all references and components of this RFP shall be interpreted to mean and include the steps and process required if the project proceeds as a DBB.

D17. DISCLOSURE OF COPYRIGHTED MATERIAL

D17.1 Further to the General Conditions to Consulting Services clauses C9.1 and C9.1.1, Consultants shall grant full disclosure of their copyrighted material in subsequent tenders if they wish to retain an opportunity to bid in other aspects of project work. The work product delivered as part of this project will become property of the City.

D18. DEFINITIONS

D18.1 When used in this Request for Proposal:

- (a) "Prime Design Consultant" or "Consultant" means the Proponent who will be awarded a contract as a result of this RFP to lead the professional design and consultant services for this Phase 1 of the SWRC. The Consultant will be the lead Proponent responsible for the design and management of all the Subconsultants;
- (b) "Contractor" means the General Contractor who will own the construction site, be responsible for the construction of the Phase 1 scope of work, and who will lead and manage all required sub-trades;
- (c) "Class Estimate 5" is defined as per the City's standards. It typically involves a cost estimate accuracy of -50% to +100%;
- (d) "Class Estimate 4" is defined as per the City's standards. It typically involves a cost estimate accuracy of -30% to +60%;
- (e) "Class Estimate 3" is defined as per the City's standards. It typically involves a cost estimate accuracy of -20% to +30%;
- (f) "Class Estimate 2" is defined as per the City's standards. It typically involves a cost estimate accuracy of -10% to +20%;
- (g) "Class Estimate 1" is defined as per the City's standards. It typically involves a cost estimate accuracy of -5% to +10%;

- (h) "A net zero carbon building" means a highly energy-efficient building that produces onsite, or procures, carbon-free renewable energy or high-quality carbon offsets to counterbalance the annual carbon emissions from operations; and
- (i) "A net zero carbon ready building" is one that could operate as a net zero carbon building in the future and prioritizes low-carbon investments based on integrated design principles and lifecycle analysis.

SUBMISSIONS

D19. AUTHORITY TO CARRY ON BUSINESS

- D19.1 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.

D20. SAFE WORK PLAN

- D20.1 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.
- D20.2 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>

D21. INSURANCE

- D21.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D21.2 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) Project Specific professional liability insurance including:

(i) an amount not less than \$ 5,000,000 per claim and \$ 5,000,000 in the aggregate.

D21.2.1 The Consultant's professional liability insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D21.3 The policies required in D21.2(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.

D21.4 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 D21.2(a) and D21.2(b).

D21.5 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 D21.2(a) and D21.2(c).

D21.6 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 D21.9.

D21.7 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.

D21.8 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.

D21.9 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

D22. COMMENCEMENT

D22.1 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.

D22.2 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 D19;

(ii) evidence of the insurance specified in D21.

(b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting; and

(c) the direct deposit application specified in D26.1.

D22.3 The City intends to award this Contract by June 30, 2022.

D23. CRITICAL STAGES

D23.1 The Consultant shall develop their schedule to be mindful of the City's critical stages of the Services for this Contract in accordance with the following requirements:

- (a) hire a Prime Design Consultant through RFP by early Summer 2022;
- (b) commence Stakeholder & Public Engagement in late Summer 2022;
- (c) complete Design by Spring 2023
- (d) post Contractor Tender by Summer 2023;
- (e) start construction start by Fall 2023;
- (f) achieve Phase 1 substantial completion by December 2024; and
- (g) achieve Phase 1 total performance by February 2025.

D24. COVID-19 SCHEDULE DELAYS

- D24.1 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.
- D24.2 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.
- D24.3 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.
- D24.4 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 D24.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D24.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D24.6 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.

MEASUREMENT AND PAYMENT

D25. INVOICES

- D25.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D25.2 Invoices must include:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) disbursements shown separately;

- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Consultant's GST registration number.

D25.3 Prior to submitting the invoice to Corporate Finance, the Consultant shall submit a copy to the City's Project Manager for review. In addition to D25.2, the invoice must clearly indicate the services rendered during the period. The City expects backup documentation that tracks the hours performed by each project member and a summary of tasks completed during the time period.

D25.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26. PAYMENT

D26.1 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.

THIRD PARTY AGREEMENTS

D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D27.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D27.2 For the purposes of D27:

- (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.

D27.3 Indemnification By Consultant

D27.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D27.4 Records Retention and Audits

D27.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D27.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in

D27.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D27.5 Other Obligations

D27.5.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D27.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D27.5.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D27.5.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

APPENDIX A – PROJECT ORGANIZATIONAL STRUCTURE

APPENDIX B – SWRC CLIMATE CHANGE RESILIENCE ASSESSMENT AND GREENHOUSE GAS MITIGATION ASSESSMENT

APPENDIX C – GREEN BUILDING AND SUSTAINABILITY DESIGN APPROACH AND FEASIBILITY STUDY REQUIREMENTS