



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 802-2022**

**PROFESSIONAL CONSULTING SERVICES FOR MCLEOD CREEK DRAINAGE  
IMPROVEMENTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR MCLEOD CREEK DRAINAGE IMPROVEMENTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 10<sup>th</sup>, 2022.

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

## **B5. ADDENDA**

B5.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 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.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1 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.

B6.4 Further to B6.2, 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.

B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 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.

B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 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.

**B8. FEES (SECTION B)**

B8.1 The Proposal shall include a fixed fee for B8.1(a) and B8.1(e); a percentage fee for B8.1(b), based on an estimated construction value of \$5 million tendered in 1 contract; a time rate fee for B8.1(c) and B8.1(d), based on an estimated construction duration of 120 working days.

- (a) Review of Conceptual Design and Confirmation of Preliminary Design;
- (b) Detailed Design, Drawings and Specification Development;
- (c) Contract Administration;
- (d) Construction Services; and
- (e) Post Construction Services.

- B8.2 Where the consultant fees for services are submitted on a percentage basis, the consultant fee will be based on the construction value of the construction tender.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.
- B8.5 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.
- B8.6 The Fee Proposal shall include an allowance of \$75,000.00 for costs of Geotechnical Work required as defined in D10. The Proposal should include this value in their Fee Proposal.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted cost and final cost;
  - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

## **B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Identify the following Key Personnel assigned to the Project:

(a) Consulting Contract Administrator.

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.4 For each person identified, list at least three comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

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

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (e) any other issue that conveys your team's understanding of the Project requirements.

B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.

B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.8 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B13. DISCLOSURE**

- B13.1 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.
- B13.2 The Persons are:
- (a) AECOM Canada Ltd.
- B13.3 Additional Material:
- (a) "Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final – 2021"

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 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.
- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B14.4** Without limiting B14.3, 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.

**B14.5** Without limiting B14.3, 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 B14.4 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.

**B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

**B15.1** 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.

**B15.2** 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>

**B15.3** The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D11).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 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).

B16.3.1 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.

B16.4 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 Consulting Contract Administrator.

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 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.

**B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

**B19. INTERVIEWS**

B19.1 The Consulting Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B20. NEGOTIATIONS**

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, 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.

**B21. EVALUATION OF PROPOSALS**

B21.1 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 B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(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.

B21.3 Further to B21.1(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.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B21.6 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.8 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.9 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 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
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. CONSULTING CONTRACT ADMINISTRATOR**

D2.1 The Consulting Contract Administrator is:

Jurgen Friesen, C.E.T.

Telephone No. 204 986-8063

Email Address: jfriesen@winnipeg.ca

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

#### **D3. BACKGROUND**

D3.1 The Hawthorne Combined Sewer District (CSD) encompasses an area of 245 ha based on the district boundary and includes a combined sewer (CS) system with a relatively small portion of separated wastewater sewer (WWS) and land drainage sewer (LDS) in the southwestern corner of the district. The CSD is approximately bounded by Frasers Grove, Colvin Avenue, and Cameo Crescent to the south, the Red River to the west, Springfield Road to the north, and Raleigh Street to the east.

D3.2 Most of the Hawthorne CSD is residential with portions of commercial and greenspace land use. Most of the residential units consist of single-family dwellings; multi-family and two-family units are located along Edison Avenue and Henderson Highway. Several parks are located throughout the district, with greenspace areas and parks bounding portions of the district. Approximately 17 ha of the district is classified as greenspace.

D3.3 The Hawthorne CSD also contains an older LDS system, which flows through what was previously McLeod Creek in the northwestern corner of Hawthorne district. In this document this system will be referred to as the "McLeod Creek Land Drainage System".

D3.4 The McLeod Creek Land Drainage System services approximately 7.1 ha of residential area within the district. The LDS network is comprised mostly of shallow bury 750 mm corrugated steel pipe (CSP), and connects into the McLeod Creek LDS north of the Bergen Cut-Off.

D3.5 Flooding concerns have been identified in the existing McLeod Creek Land Drainage System. The existing McLeod Creek Land Drainage System piping network is failing and needs to be redesigned and reconstructed to provide suitable land drainage for the area.

D3.6 In 2021 a preliminary conceptual study and report - "Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final – 2021", was completed by AECOM to review the existing physical condition and hydraulic performance of the McLeod Creek system, and provide preliminary/conceptual level of designs for a long-term and interim servicing solution for the affected drainage area.

D3.7 To address the deficient existing level of service for the McLeod Creek Land Drainage System, the City of Winnipeg Water and Waste Department prefers the "Long Term Servicing Solution" of "Option 2 – Scenario 2", as recommended in the report- See Appendix "A"

- D3.8 A pdf copy of the 2021 report entitled “Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final – 2021”, by AECOM Canada Ltd. will be made available for proponents by the Consulting Contract Administrator upon request to assist them in preparing their proposal.
- D3.9 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

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

- D4.1 The Services required under this Contract shall consist of engineering services for improvements to the McLeod Creek Land Drainage System in accordance with the following:
- (a) Preliminary Design Services;
  - (b) Detailed Design and Specification Development;
    - (i) Contract Document Preparation and Procurement Process
  - (c) Contract Administration and Construction Services;
    - (i) Non-Residential Services
    - (ii) Residential Services
  - (d) Post Construction Services.
- D4.1.1 The Services required under D4, shall be in accordance with the City’s Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Consulting Contract Administrator’s attention any aspect of the City’s Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

#### **D5. RELEVANT DOCUMENTS**

- D5.1.1 The following design standards shall be applicable to this project:
- (a) Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards and templates can be found here:  
[https://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://winnipeg.ca/waterandwaste/dept/cad_gis.stm);
  - (b) Modeling Guidelines
    - (i) See Appendix B for specific modeling requirements as part of the scope of work.

#### **D6. PRELIMINARY DESIGN SERVICES**

- D6.1 Review the conceptual study entitled “Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final – 2021” by AECOM Canada Ltd; verify that the recommended relief options noted therein meet the design criteria for relief works; verify that recommendations and conclusions contained therein are acceptable; verify the InfoWorks hydraulic model is fit for use; verify costs of relief works and that relief options are optimized for cost-effectiveness. Where the above final report or part thereof is not verifiable or acceptable, the Consultant shall provide recommendation(s) to the report findings for review and acceptance by the City.
- D6.2 Collect and review all available information about the site including files, reports, topography, existing facilities and future land use planning. Obtain utility information, and where necessary conduct field surveys and investigations to verify assumptions, existing conditions and to supplement available information.

- D6.3 The hydraulic modeling software to be used is InfoWorks. The City of Winnipeg hydraulic modelling standards as per – “Appendix “B – City of Winnipeg Modeling Guidelines”
- D6.4 The Proponent should allow for a start-up meeting, a site visit with the City of Winnipeg Consulting Contract Administrator and all applicable City of Winnipeg Water and Waste personal involved at this stage.
- D6.5 Preliminary Design Report
- (a) Prior to commencement of Design Services, prepare a report documenting the review of the “Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final – 2021”. The review report should outline methodologies, data, assumptions and techniques used in completing items listed in sub-section 6.1, Preliminary Engineering Design Services. The report should also identify any additional survey requirements, to address missing data, confirm assumptions or to determine site conditions.
    - (a) The estimated CSO volume reduction should be provided for the catchment area once the project has been completed.
  - (b) Prior to commencement of Design Services, a Preliminary Design review meeting is to be held ensure to a robust hydraulically feasible design is developed.

## **D7. DETAILED DESIGN AND SPECIFICATION DEVELOPMENT**

- D7.1 Design Services normally involve preparation of detailed designs, contract specifications and drawings, and analysis of tenders and recommendations for contract award, and include, but are not limited to:
- (a) Address alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to utilities and railways; proposing alternative methods of solution, reviewing same with the responsible utility or railway agencies, and preparing the necessary material for application to the Supervisor of Underground Structures, and to the Railway Transport Committee when applicable. Note that all applications to the Railway Transport Committee shall be made by the City. Note that the term "utility" includes all above and below ground facilities found in public rights-of-way.
  - (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application.
  - (c) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City.
  - (d) Preparation and supply of 40 sets of detailed engineering drawings, specifications and contract documents consistent with the standards and guidelines of the City, securing review of acceptance by the City.
  - (e) Preparation and provision to the City in written form, a fully detailed formal contract estimate.
  - (f) Provision of appropriate response to bidders and advice to the City during the period of tender call and, subject to acceptance by the City, issuing addenda to the contract documents.
  - (g) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received, to the City.
  - (h) Arrangement of and participation by the consulting engineer in a pre-award meeting(s) with the City and the lowest bidder(s), the purpose of which is:
    - (i) to establish that the contractor has received all addenda;
    - (ii) to ascertain that the contractor understands the contract;
    - (iii) to determine that the contractor is capable of meeting the obligations of the contract;
    - (iv) to secure advisement by the contractor of intended methods, materials, stages, timeframes, or sequences to the contract, of interest to the City; and

- (v) to afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the contract, or of any expectation of significant revision thereof, if known at that time.
- (i) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons therefore.
- (j) The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of, and all drawings, reports, recommendations and other documents, originating therefrom involving the practice of professional engineering, shall bear the stamp or seal and signature of a qualified Engineer as required by the Engineering Profession Act of the Province of Manitoba and By-laws of the Association of Professional Engineers of the Province of Manitoba.
- (k) Detailed Design Technical Review meeting is to be held to ensure Complete Design including management of third-party risks.

## **D8. CONTRACT ADMINISTRATION SERVICES**

D8.1 Contract Administration services are associated with the construction of a project and include the office and field services required to ensure the conduct of the project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications; and include but are not limited to:

D8.2 Non-Resident Services - As defined below:

- (a) Consultation with and advice to the City during the course of construction.
- (b) Review and acceptance of shop drawings and manufacturers drawings supplied by the contractor or supplier to ensure to the City that the drawings are in conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (c) Review and report to the City upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure to the City conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (d) Acceptance of alternate materials and methods subject to prior acceptance by the City, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (e) Provision to the City of a complete current report on the project status on a monthly basis.
- (f) Provision to the City a current update of revised contract-end cost estimate on a monthly basis, or more frequently if found necessary, with explanation and justification of any significant variation from the preceding contract-end cost estimate.
- (g) Definition and justification of an estimate of cost for additions to or deletions from the contract for authorization by the City.
- (h) Furnishing the City with a copy of all significant correspondence relating directly or indirectly to the project, originating from or distributed to, parties external to the consulting engineer, immediately following receipt or dispatch of same by the consulting engineer.
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consultant.
- (j) Establishment prior to construction and submission to the City of written and photographic records of, and assessment of the physical condition of adjacent buildings, facilities, and structures sufficient to equip the consulting engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the project.
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, which meetings shall include representatives of the Contractor and the City.

- (i) The preparation and submission of:
  - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations; and
  - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation Contract required to complete the Works.

D8.3 Resident Services - As defined below:

- (a) Provision of qualified resident personnel acceptable to the City present at the project site to carry out the services as specified immediately below, without relieving the contractor of his contractual and other legal obligations in respect thereof:
  - (i) to inspect all pipe prior to installation;
  - (ii) inspection and acceptance of excavation for, and full-time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - (iv) "full time inspection" and/or testing of watermains and sewers;
  - (v) to inspect all excavations to determine soil adequacy prior to installation of base and sub-base courses for sidewalks, public back lanes, and street pavements;
  - (vi) to inspect, adequately test, and accept each course in the installation of base and sub-base courses prior to placement of the next course for sidewalks, public back lanes, and street pavements;
  - (vii) "full time inspection" during pavement placement, and during finishing of sidewalks, public back lanes, and street pavements;
  - (viii) "full time inspection" during construction of a highway structure; and
  - (ix) It is to be understood that "full time inspection" will require assignment of a qualified person to each specific location when the referenced work is being undertaken by the contractor.
- (b) Without relieving the contractor of his contractual and other legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications.
- (c) Co-ordination and staging of all other works on the project site including traffic signal installations, hydro, telephone, and gas utility work, and railway work forces and City or developer work.
- (d) In conjunction with the City, provision of notice to adjacent residents and businesses of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore.
- (e) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (f) Provision of reference line and elevation to the contractor and checking upon the contractor's adherence thereto, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (g) Responsible, sensitive, and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the City.

- (h) Arranging for and carrying out of testing of materials utilized by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof.
- (i) Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications.
- (j) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or off-site project review meetings including representatives of the contractor and the City.
- (k) Promptly reporting to the City upon any significant and unusual circumstances.
- (l) Promptly arranging for and taking part in a detailed final inspection of the project with the contractor and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract for the project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed project.
- (m) The Consultant shall act as Payment Certifier and shall administer all contracts as required under the Builder's Liens Act of Manitoba.
- (n) Provide, within one month of project completion, final measurements which the City requires for calculation of Local Improvement levy. The final measurements of the local improvements shall be in accordance with the latest revision of the City of Winnipeg Local Improvement Final Measurements Manual, copies of which can be made available to the Consultant upon request.
- (o) The Consultant shall provide final measurements on standard final measurement sheets (forms 62 and 62B) and submit same to the appropriate District of the Operations Department for all Local Improvements except watermains, wastewater sewers and land drainage sewers. In the case of these watermains and sewers, notification of completion will be sufficient, for the purpose of Local Improvement levy and/or general taxation assessment.
- (p) The Consultant shall provide inventory and statistical information in Capital Works areas and Development areas on a street by street, block by block basis by:
  - (i) providing sizes, types, lengths of facilities installed, and;
  - (ii) listing appurtenances such as number of manholes, catch basins, valves, hydrants and lot line connections.
- (q) Preparation and submission to the City of "as-built" drawings for the project within 1 month of project completion.
- (r) Provision of inspection services during the maintenance guarantee period of the contract.
- (s) Undertake a detailed inspection of the project with the contractor and the City prior to the end of the period of contractor maintenance guarantee specified in the contract for the project.
- (t) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works.

D8.4 The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of, and all drawings, reports, recommendations and other documents, originating therefrom involving the practice of professional engineering, shall bear the stamp or seal and signature of a qualified Engineer as required by the Engineering Profession Act of the Province of Manitoba and By-laws of the Association of Professional Engineers of the Province of Manitoba. Other reports and documents not involving the "practice of professional engineering", such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Engineer and accepted by the City. Progress estimates, completion certificates and other reports related to the technical aspects of a project, must be endorsed by the Engineer in a manner acceptable to the City.

## **D9. POST CONSTRUCTION**

### **D9.1 Final Inspections and Project Acceptance**

- (a) As coordinated with the Department's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (b) Complete and submit record drawings of the completed mechanical, electrical, structural, and civil works to the Department contact for review within two (2) months of the date of Substantial Performance of the Work.

### **D9.2 Record Drawings**

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works
- (b) Record drawings are to include all construction details and materials of the completed works, including the following:
  - (i) All construction details,
  - (ii) Complete materials list for each individual component installed,
  - (iii) Date of installation of Works (Substantial Performance),
  - (iv) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing.

## **D10. GEOTECHNICAL INVESTIGATIONS**

D10.1.1 The Geotechnical Investigations are to be used to validate the constructability of solutions, as required.

- (a) Work items to be considered as part of this Geotechnical Investigations include, but are not limited to:
  - (i) reviewing existing geotechnical information including: Reports, borehole logs, etc.
  - (ii) providing a proposed investigation location plan to be reviewed by the City
  - (iii) procurement of a drilling contractor;
  - (iv) verifying that the contractor has all necessary utility locates and work permits;
  - (v) supervision of the investigation activities by qualified personnel;
  - (vi) collection and testing of samples;
  - (vii) groundwater monitoring;
  - (viii) preparation of a Geodetic Data Report (GDR);
  - (ix) conducting Topographic Land Surveys, including preparation of a Topographic Land Survey Report;
  - (x) any other activities necessary to characterize the geotechnical condition of the subsurface soils/bedrock and groundwater levels.

## **D11. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D11.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service

Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D11.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D11.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **SUBMISSIONS**

### **D12. AUTHORITY TO CARRY ON BUSINESS**

- D12.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

### **D13. INSURANCE**

- D13.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D13.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 5,000,000.00 per claim and \$ 5,000,000.00 in the aggregate.
- D13.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D13.3 The policies required in D13.2(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.
- D13.4 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 D13.2(a) and D13.2(b).
- D13.5 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 D13.2(a) and D13.2(c).
- D13.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D13.9.
- D13.7 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.
- D13.8 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.
- D13.9 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**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 The Consultant shall not commence any Services until:
  - (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D12;
    - (ii) evidence of the insurance specified in D13; and
    - (iii) The direct deposit application specified in D17.1.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;

## **D15. CRITICAL STAGES**

- D15.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design Review completed and accepted by the City February 15<sup>th</sup>, 2023.
  - (b) Final Detailed Design completed and accepted by the City by May 1<sup>st</sup>, 2023;
  - (c) Construction Tender Closing by June 1<sup>st</sup>, 2023;
  - (d) Commencement of Construction July 1<sup>st</sup>, 2023;
  - (e) Substantial Performance by November 30, 2023;
  - (f) Total Performance by May 31<sup>st</sup>, 2024.

## **D16. COVID-19 SCHEDULE DELAYS**

- D16.1 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 Consulting Contract Administrator.
- D16.2 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.
- D16.3 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.
- D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D16.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## **D17. PAYMENT**

- D17.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **DISPUTE RESOLUTION**

### **D18. DISPUTE RESOLUTION**

- D18.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.
- D18.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

- D18.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D18.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D18.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.4.1 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### **THIRD PARTY AGREEMENTS**

#### **D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D19.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D19.3 For the purposes of D19:

- (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.

#### D19.4 Modified Insurance Requirements

- D19.4.1 If not already required under the insurance requirements identified in D13, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.
- D19.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D19.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D19.5 Indemnification By Consultant

- D19.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D19.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
  - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- D19.5.3 in relation to this Contract or the Work.

#### D19.6 Records Retention and Audits

- D19.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D19.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for

inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D19.7 Other Obligations

- D19.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D19.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D19.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

# APPENDIX A – OPTION 2 SCENARIO 2 – LDS DESIGN PLAN

AECOM

City of Winnipeg  
Interim and Long-Term Options Analysis of the McLeod Creek Land Drainage System Report – Final

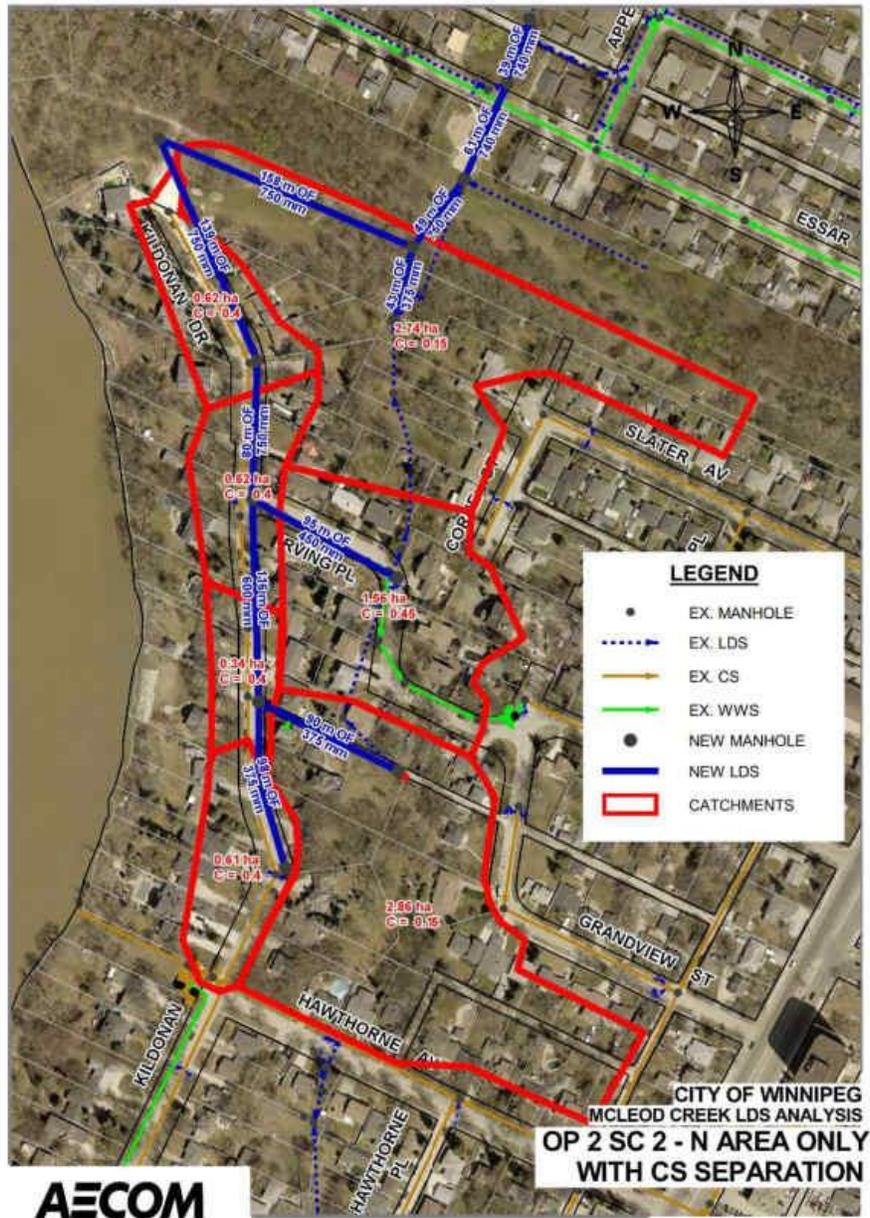


Figure 27: Option 2 Scenario 2 LDS Design Plan

## **APPENDIX B – CITY OF WINNIPEG WATER AND WASTE MODELING GUIDELINES**