



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 93-2026

**PROFESSIONAL CONSULTING SERVICES FOR WAVERLEY WEST FIRE
PARAMEDIC STATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR WAVERLEY WEST FIRE PARAMEDIC STATION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 25, 2026.
- B2.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Proponent may view the Site without making an appointment. The Site is approximately 1.34 acres.
- B3.2 The Proponent is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the Plant needed to perform the Work;
 - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (f) all other matters which could in any way affect their Proposal or the performance of the Work.
- B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict

correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8; and
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:

- (a) Project Organization and Approach (Section C) in accordance with B10;
- (b) Experience of Proponent and Subconsultants (Section D) in accordance with B11;
- (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
- (d) Project Understanding and Methodology (Section F) and Form P: Person Hours in accordance with B13;
- (e) Project Schedule (Section G) in accordance with B14; and
- (f) Social Procurement Questionnaire (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 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

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

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

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all phases identified in D3 Scope of Services. The Fixed Fee shall be itemized per each phase.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. PROJECT ORGANIZATION AND APPROACH (SECTION C)

B10.1 The Proposal should briefly describe the approach to overall team formation, a summary of 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.

B10.2 Provide the following information for the Proponent Team, including all Subconsultants, specialists, and other Key Personnel in a tabular format:

- Name of Proponent or Subconsultant Organization: e.g. ABC Firm
- Address: mailing address, telephone number, and website
- Project Role: e.g. Sustainability Lead
- Summary Scope of Work/Responsibilities in Project: e.g. Responsible for developing the project's sustainability approach and coordinating the LEED certification process
- Lead Key Personnel: name, title

B10.3 Provide a Team organizational chart showing:

- (a) each of the Key Personnel and role/job function in the Project, including Subconsultants specialists and critical support staff. Identify the Principals-in-Charge, Project Manager,

Contract Administrator, Design team and leads for all disciplines (including, but not limited to, any specialists/required consultants such as Cost Estimator (Quantity Surveyor), Public and Stakeholder Engagement Lead, Accessibility Consultant, and any other Key Personnel and critical support staff.

- the City requires that the Proponent's designated Contract Administrator and Public & Stakeholder Engagement Lead are individual, dedicated, and separate roles from that of the Design Lead and other roles.
- The City requires that the Proponent's Principal-in-Charge and Lead Architect are dedicated and separate roles, and are separate from other project roles.

(b) Indicate the personnel reporting relationships.

B10.4 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.

B10.5 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. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

B11.1 General Information: Proposals should include general firm profile information including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11.2 History and Experience: Proposals should include details of three (3) projects, completed within the past 10 years or currently underway in Manitoba or elsewhere in Canada, of similar size, complexity, scope and value. Projects should demonstrate the history and experience of the Proponent and Subconsultants in providing public engagement, programming, design, management of the project, contract administration and post construction services.

B11.3 For each project listed in B11.2, the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost, including information demonstrating ability to successfully deliver projects on budget relative to the Owner's requirements;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately), including information demonstrating ability to successfully deliver projects on schedule relative to the Owner's requirements;
- (e) project owner;
- (f) reference information (two current names with telephone numbers and email addresses per project).

B11.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B12.1 Team Formation: The Proposal should briefly describe the approach to overall team formation, a summary of 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.

B12.2 Identify Key Personnel in the Project, including Subconsultants specialists and critical support staff. 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 D5.3), Cost Estimator (Quantity Surveyor), Public and Stakeholder Engagement Lead, and any other Key Personnel and critical support staff. Include role/job function in the Project and summary of the work/responsibilities they will perform.

- B12.2.1 The City requires that the Proponent's Principal-in-Charge, Lead Architect, Public & Stakeholder Engagement Lead and Contract Administrator are dedicated and separate roles, and are separate from other project roles.
- B12.3 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 B10.3.
- B12.4 Indicate the personnel reporting relationships, hourly rates for each person, and the percentage of each person's time to be dedicated to the Project in accordance with D3 Scope of Services and in consideration of their workload on other projects.
- B12.5 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.
- B12.6 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.
- B12.7 For each person identified in B12.2, list at least two (2) 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 B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers and email addresses per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

- B13.1 Proposals should clearly address and provide information regarding:
- (a) Describe your firm's project management approach and provision of services, and highlight any innovative ideas your firm may have to provide to the City;
 - (b) Project Team's project methodology with respect to D3 Scope of Services and the information provided in the RFP;
 - (c) Describe the collaborative process/method to be used by the Key Personnel in the various phases of the Project;
 - (d) Project Team's understanding of the Project's functional and technical requirements, project budget, and any design issues, strategies, challenges and opportunities;
 - (e) Project Team's understanding of the environmental and sustainability objectives for the Project;
 - (f) Any assumptions made with respect to deliverables and Scope of Services;

- B13.2 Proponents are encouraged to describe their unique skills, connection with the neighbourhood, strategies, experience in community engagement, or any other additional information that the Proponent may feel would be pertinent.
- B13.3 Person Hours: The Proposal should include a table showing Person Hours for all disciplines and phases identified in D3 Scope of Services. The total Fees on the Person Hours table should match Fees submitted in response to B9.
- B13.3.1 The Proponent should submit Form P: Person Hours to detail their Fee Proposal by providing pricing and detail for the following Scope of Services Phases:
- (a) Schematic Design in accordance with D6;
 - (b) Detailed Design in accordance with D7;
 - (c) Construction Documents in accordance with D8;
 - (d) Construction and Contract Administration in accordance with D9; and
 - (e) Post Construction in accordance with D10.
- B13.3.2 For each person identified in B12.2, list their hourly rate and the percentage of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3 and in consideration of their workload on other projects.
- B13.3.3 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information per Form P: Person Hours template and as requested in B13.3.
- B13.3.4 A sample of Form P: Person Hours can be found at:
<https://winnipeg.ca/matmgt/templates/information.stm>

B14. PROJECT SCHEDULE (SECTION G)

- B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B14.2.1 Proponents should allow a minimum of two (2) weeks for reviews by the City unless otherwise agreed. The review period should be commensurate to the number of pages and complexity of the document.
- B14.3 The City of Winnipeg desires Substantial Performance and Occupancy by July 2028.

B15. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION H)

- B15.1 The Proponent should fill in the questionnaire in accordance with the instruction in Appendix 10.

B16. DISCLOSURE

- B16.1 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.
- B16.2 The Persons are:
- (a) Epp Siepmann Engineering Inc. – preliminary mechanical/electrical design
 - (b) JR Cousin Consultants Ltd. – preliminary civil design
 - (c) Dean Spearman Landscape Architect – preliminary landscape design

- (d) Postma Consulting – quantity survey cost estimate

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 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.
- B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B17.3 In connection with their Proposal, each entity identified in B17.2 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.
- B17.4 Without limiting B17.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B18. QUALIFICATION

B18.1 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.

B18.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B18.3 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 B18.4 and D14).

B18.4 Further to B18.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B18.5 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.

- B18.6 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.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 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.
- B19.3 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).
- B19.3.1 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. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 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.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

- B22.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

- B23.1 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.
- B23.2 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.
- B23.3 If, in the course of negotiations pursuant to B23.2, 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.

B24. EVALUATION OF PROPOSALS

B24.1 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 B18: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Project Organization and Approach; (Section C) 10%
- (e) Experience of Proponent and Subconsultant; (Section D) 15%
- (f) Experience of Key Personnel Assigned to the Project; (Section E) 20%
- (g) Project Understanding and Methodology (Section F) 20%
- (h) Project Schedule. (Section G) 10%
- (i) Social Procurement Questionnaire (Section H) 5%

B24.2 Further to B24.1(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.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24.5 Further to B24.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B24.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points

B24.6 Further to B24.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.3.

B24.7 Further to B24.1(d), Project Organization and Approach will be evaluated considering the Proponent's plan regarding Team coordination and collaboration, the Proponent Team capabilities, experience and strengths, as well as other information requested, in accordance with B10.

B24.8 Further to B24.1(e), 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 B11.

B24.9 Further to B24.1(f), 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 B12.

B24.10 Further to B24.1(g), 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 B13.

B24.11 Further to B24.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.

- B24.12 Further to B24.1(i), Social Procurement Questionnaire will be evaluated considering the information provided in response to B15. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B24.1(i).
- B24.13 Notwithstanding B24.1(d) to B24.1(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.
- B24.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.15 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.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 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.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4 The City may, at their discretion, award the Contract in phases.
- B25.5 Further to B25.4 where future phases are identified in D3 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.6 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
- B25.6.1 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.
- B25.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B25.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B25.9 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 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is:
Kathy Roberts, Project Coordinator
Municipal Accommodations Division
Assets and Project Management Department
Telephone No. 204-470-7380
Email Address: kathyroberts@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. SCOPE OF SERVICES

- D3.1 The Services required under this Contract shall consist of Professional Consulting Services for an approximately 3,110 SM 3-bay fire paramedic station on approximately 1.34 acres. Phases of Work shall include:
- (a) General Services Requirements per D5;
 - (b) Schematic Design/Program of Requirements completion per D6;
 - (c) Detailed Design per D7;
 - (d) Contract Documents per D8;
 - (e) Construction and Contract Administration per D9; and
 - (f) Post Construction Services per D10.
- D3.1.1 The Services required under D9 and D10 shall be in accordance with the City's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D3.1.2 Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.
<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>
- D3.2 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
 - (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines

<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D3.3 The funds available for this Contract are \$550,000.

D4. APPLICABLE SPECIFICATIONS AND DRAWINGS

D4.1 The following are applicable to the Work:

- (a) Appendix 1 - WFPS Functional Requirements
- (b) Appendix 2 - WFPS Station Standards
- (c) Appendix 3: WFPS Station Standard Finish Matrix
- (d) Appendix 4: Topographical Survey Mar-17-2025
- (e) Appendix 5: SWRC Topographical Survey Nov-17-2024
- (f) Appendix 6: Geotechnical Report WWFPS Jul-18-2025
- (g) Appendix 7: Phase 1 Environmental Site Assessment
- (h) Appendix 8: SWRC Long-Term Groundwater Monitoring Jan-2025
- (i) Appendix 9: SWRC Geotechnical Report Jan-2023
- (j) Appendix 10: Social Procurement Questionnaire
- (k) 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>
- (l) City of Winnipeg Accessible Design Standard <https://www.winnipeg.ca/media/3338>
- (m) City of Winnipeg Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (n) Manitoba Building Code (National Building Code with Manitoba Amendments)
- (o) Manitoba Energy Code for Buildings, or the requirements of Manitoba Building Code 9.36 'Energy Efficiency'
- (p) National Fire Code of Canada
- (q) National Plumbing Code
- (r) Canadian Electrical Code

D4.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A0	Title Sheet
A1	Site / Roof Plan
A2	Basement Plan & Exterior/Interior Wall Types
A3	Main Floor Plan & Door Schedule
A4	High Level Floor Plan
A5	Reflected Ceiling Plan - Basement
A6	Reflected Ceiling Plan – Main Floor
A7	Exterior Elevations
A8	Building Sections
A9	Finish Schedule
C1	Site Servicing Plan
C2	Grading Plan
LS-1	Landscape Plan
LS-2	Zoning Analysis

LS-3	Planting Plan
LS-4	Planting Notes
LS-5	Details
LS-6	Fence Details
S1	Specifications and General Notes
S2	Foundation / Basement Plan and Details
S3	Main Floor Framing Plan
S4	Mezzanine and Lower Roof Framing Plan
S5	Upper Roof Framing Plan
S6	Structural Details
M1.0	Roof & Site Plan
MH2.0	Basement Floor – HVAC
MH2.1	Main Floor Plan – HVAC
MH2.2	Mezzanine Floor - HVAC
E1.1	Electrical Site Plan
E5.1	Electrical Diagrams
EP2.0	Basement Floor – Power Plan

Specification Name/Title

Architectural – Basis of Design

Electrical – Basis of Design

Mechanical – Basis of Design

D5. GENERAL SERVICES REQUIREMENTS

- D5.1 Consultant will be responsible for managing and coordinating its team of designers and Subconsultants throughout the duration of the project.
- D5.2 The Consultant shall coordinate the work of the City's Consultants, including but not limited to environmental consultant, commissioning consultant(s).
- D5.3 The Consultant's Contract Administrator and Design Lead shall work with the City to review and make recommendations on project scope, budget, timeline, and advise of project risks and provide recommendations on how to mitigate those risks.
- D5.4 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 D11;
 - (b) attend and participate in regular City, stakeholder and construction meetings;
 - (c) provide monthly progress reporting;
 - (d) assist the City with the preparation of reports and presentations to the City Council, City staff, public, and other project stakeholders/partners;
 - (e) plan and implement all public engagement requirements as per D22;
 - (f) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
 - (g) provide access to digital graphics and professional renderings to support project communication and engagement activities;
 - (h) schedule, chair and minute all design related meetings, including Integrated Design Process (IDP) team meetings and external stakeholder meetings throughout the design;
 - (i) schedule, chair and minute construction progress meetings throughout the Project;

- (j) submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the City for distribution to the project team;
 - (k) 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; and
 - (l) upon contract award, the Consultant shall verify all current development parameters and requirements with the Authority Having Jurisdiction and establish project schedule and design impacts as warranted.
- D5.5 Public Art: Consultant shall 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.
- D5.6 Budget: Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.
- D5.7 Commissioning: Consultant shall coordinate design and specification requirements related to building commissioning, quality assurance and quality control testing with the independent commissioning consultant(s).
- D5.8 Stakeholders: Consultant shall meet with, coordinate and deliver the requirements of project stakeholders throughout the entire design process respecting facility programming, maintenance and operational considerations/requirements of the new facilities. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.
- D5.9 Communication: Consultant shall establish an electronic folder system on a ShareFile site where project documents and reports from the field will reside for the Team's reference.
- D5.9.1 Consultant shall 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.

D6. SCHEMATIC DESIGN

- D6.1 Encompasses phase from existing Preliminary Drawings to 40% design completion (Schematic Design).
- D6.2 Finalization of Schematic Design/Program of Requirements
- (a) Validate and confirm Preliminary Design, to be based on the 2017 preliminary design and associated Cost Estimate provided by the City;
 - (b) Validate and confirm Program of Requirements;
 - (c) Complete a detailed list of requirements for each room;
 - (d) Verify and finalize the functionality of the schematic design with the Project Team.
- D6.3 Submission to the City:
- D6.3.1 Building on the Preliminary Drawings provided by the City, provide design development documents for the City's approval that would be considered **40% completion**, including an electronic document submission, and 5 full-size hard copy sets including the following at minimum;
- (a) site plan;
 - (b) floor plans;
 - (c) building sections; and

(d) exterior elevations.

D6.3.2 Prepare a comprehensive WADS compliance document that summarizes all analysis, application, limitation and challenges introduced by existing conditions (if applicable), implementation of solutions, complete with WADS Consultant professional taking responsibility for the Work.

D6.4 Other work to be completed in this phase:

- (a) Project schedule development and **submit initial schedule to City;**
- (b) Project budget development and **submit initial budget to City;**
- (c) Review of any proposed alternative design approaches;
- (d) Integrated Design Process;
- (e) Design concepts for: structural, mechanical, electrical, civil, landscaping, data/communication, security, universal design/accessibility, furnishings and equipment, instrumentation/control; and
- (f) Authorities Having Jurisdiction – consultation, review and approval (if available/appropriate).

D6.5 **Systems Commissioning:** Third-party commissioning is required for HVAC equipment and controls, domestic hot water systems, lighting, and lighting control systems. The Consultant shall:

- (a) Obtain competitive prices for a commissioning agent who will be paid for by the City;
- (b) Make recommendations on the engagement of a commissioning agent; and
- (c) Work with the agent as part of the project team to incorporate commissioning into the project design and construction.

D6.6 **Building Envelope Commissioning:** Third-party commissioning is required for Building Envelope. The Consultant shall:

- (a) Obtain competitive prices for a commissioning agent who will be paid for by the City;
- (b) Make recommendations on the engagement of a commissioning agent; and
- (c) Work with the agent as part of the project team to incorporate commissioning into the project design and construction.

D6.7 **Accessibility Consultant:** Consultant's Team shall include an Accessibility Sub-Consultant to provide expertise on compliance with the City of Winnipeg Accessibility Design Standard (WADS) throughout all phases of the project by:

- (a) Reviewing the Redevelopment Plan/Supporting information;
- (b) Documenting accessibility issues and decisions in a table or spreadsheet;
- (c) Participating in IDP meetings and presenting resolution alternatives;
- (d) Providing the City with all associated compliance decision-making information and reporting;
- (e) Reviewing milestone design submissions (40%, 70% & 99%);
- (f) Reviewing tender package;
- (g) Inspecting work during Construction phase to ensure WADS compliance; and
- (h) Participating in Substantial and Total Performance reviews.

D7. DETAILED DESIGN

D7.1 Encompasses phase from 40% design completion (Schematic Design) to 70% design completion (Detailed Design).

- D7.2 Provide complete design development services for architectural, structural, mechanical, electrical, civil/site, landscaping, data/communication, security, universal design/accessibility, instrumentation/control, and interior design including furniture and fittings.
- D7.3 **Submission to the City:** Building on Schematic Design, provide design development documents for the City's approval that would be considered **70% completion**. Submission to the City shall include an electronic document submission, 5 full-size hard copy sets, and shall also include the following at minimum:
- (a) site plan;
 - (b) floor plans;
 - (c) building sections;
 - (d) exterior elevations;
 - (e) room data sheets identifying all proposed finish materials, IT, AV, Building Automation, FF&E, and Security requirements;
 - (f) cut and fill requirements;
 - (g) hoarding requirements and any temporary site access requirements;
 - (h) project brief detailing area calculations, building systems and design specifications;
 - (i) 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;
 - (j) three dimensional (3-D) renderings of the exterior of the project and key interior elements.
 - (k) complete specifications for all building elements; and
 - (l) a comprehensive WADS compliance document that summarizes all analysis, application, limitation and challenges introduced by existing conditions (if applicable), implementation of solutions, complete with WADS Consultant professional taking responsibility for the Work.
- D7.4 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;
- D7.5 Submit a facility life cycle cost analysis to permit the City to assess the comparative merits of alternative mechanical and electrical building systems;
- D7.6 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;
- D7.7 Assist the City with fire safety plans;
- D7.8 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;
- D7.9 Construction Cost Estimate at 70% design completion – provide Class 2 estimate, plus Class of Estimate validation/analysis (refer to City Investment Planning documentation).
- D7.10 Other work to be completed in this phase:
- (a) Project Schedule confirmation to be submitted to the City;
 - (b) Continue to review and confirm that the design is in conformance with all sustainability requirements from D11, including City's Green Building Policy, Accessibility Policy, Climate Action Plan, and Climate Change Goals;
 - (c) Consult with Authorities Having Jurisdiction
 - (i) make Development Permit application; continue to coordinate and provide the lead role with the authorities having jurisdiction for the Development Permit responding to

and resolving any outstanding conditions of Development Permit in a timely manner. Allow for minimum of three (3) iterations in support of Development Permit submissions;

- (ii) Land development if required: closing, re-zoning and/or variance application

D8. CONSTRUCTION DOCUMENTS

D8.1 Encompasses phase from 70% design completion (Detailed Design) to 100% design completion and 100% construction documents (Construction Documents).

D8.2 Finalize, coordinate, and incorporate the design by resolving all constructability issues, and provide complete contract documentation services, including;

- (a) Finalize the proposed phasing and sequencing plan;
- (b) 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. Include sustainable protocols, including waste diversion and management protocols and requirements listed in D11;
- (c) submit to the City a list of proposed warranties applicable to building and construction components;
- (d) verify specified materials and equipment are available within the required schedule;
- (e) identify appropriate cash allowances for items such as signage;
- (f) determine allowances for testing agencies to be engaged by the construction contractor and paid for by the City;
- (g) 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);
- (h) 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;
- (i) provide colour board samples and finish material selection sample boards including presentations to the City, along with the final room data sheets for approval; and
- (j) Prepare a comprehensive WADS compliance document that summarizes all analysis, application, limitation and challenges introduced by existing conditions (if applicable), implementation of solutions, complete with WADS Consultant professional taking responsibility for the Work.

D8.3 Consult with Authorities Having Jurisdiction and submit applications:

- (a) review statutes, regulations, codes, and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction;
 - (b) 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; and
 - (c) 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.
- D8.4 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.
- D8.5 **Submission to the City:** Building on Detailed Design, provide design development documents for the City's review and approval that would be considered **99% completion**. Submission to the City shall include an electronic document submission, 5 full-size hard copy sets.
- D8.5.1 Following City approval of the 99% set, provide the 100% construction document set (electronic PDF format and 5 full-size hard copy sets).
 - (ii) all City comments must be reflected in the 100% Issue for Tender package;
 - (iii) 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.
- D8.6 Tendering/Bidding Phase:**
- D8.6.1 The project will be bid using City of Winnipeg procurement procedures.
- D8.6.2 Prepare Addenda to the bid opportunity documents as needed;
- D8.6.3 Hold pre-bid meetings and site tours as required;
- D8.6.4 Review and evaluate substitution requests;
- D8.6.5 The Consultant shall:
 - (a) prepare the construction bid opportunity using the City's templates, processes, and General Conditions for Construction. Coordinate with the various City Departments, including Purchasing and Insurance Branch, and the City to finalize the construction bid opportunity;
 - (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 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 Purchasing and Insurance Branch.
 - (d) finalize the Furniture, Fixture, and Equipment (FF&E) program 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 City with the examination and evaluation of bid submission, including valuation of itemized prices and advise on acceptance;
- (g) provide support during the selection of the contractor including attending City 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.

D9. CONSTRUCTION AND CONTRACT ADMINISTRATION

- D9.1 The Consultant shall 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.
- D9.2 The Consultant shall:
- (a) coordinate services of Subconsultants as applicable;
 - (b) serve as the “Consultant” as per the City’s Construction Contract;
 - (c) provide continuity of resources from the design phases;
 - (d) perform weekly site visits to review progress, provide full time Inspection Services during piling and foundation work;
 - (e) consult and coordinate with Commissioning Agent(s);
 - (f) Quality Assurance Plan:
 - (i) at beginning of this phase, 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;
 - (ii) monitor the testing and inspection program; review all reports and issue direction where remedial action is necessary;
 - (g) 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;
 - (h) render interpretations regarding technical queries and Contractor Request for Information (RFI) in written and graphic form as may be required with timely and reasonable promptness;
 - (i) furnish supplemental instructions to the Contractor with reasonable promptness in accordance with a schedule for such instructions agreed by the Consultant and the Contractor;
 - (j) 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;
 - (k) render interpretations and findings consistent with the intent of and reasonably inferable from the contract documents;
 - (l) 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;
 - (m) review and validate the Contractor’s project schedule and provide comment to the City;
 - (n) Contractor Safety: ensure Contractor develops and submits all required safety documentation prior to respective construction activities taking place. Review any submitted safety documentation from the Contractor, including Safe Work Plans;

- (o) Change Control and Documentation:
 - (i) maintain an electronic record of changes as the project progresses;
 - (ii) using the City's templates, prepare proposed change notices (PCN), field instructions (FI), and change work orders (CWO) for the City's recommendation and approval; maintain electronic logs to accurately document the status of all PCN's, FI's and CWO's;
 - (iii) Consultant to prepare the estimated cost for each PCN and review against Contractor fee proposal; and
 - (iv) Provide rationale with each proposed change to City, along with comments regarding the Contractor's fee proposal.
- (p) Contractor Progress Payments:
 - (i) determine the amounts owing to the Contractor based on the Consultant's observations and evaluation of the Contractor's work;
 - (ii) review the Contractor's draft invoice to confirm the value of work and note any corrections;
 - (iii) issue a Certificate for Payment for the value of work completed each month within three (3) Business Days of receipt of the Contractor's proper invoice;
- (q) FFE Program: 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.
- (r) a month prior to issuing Substantial Performance, obtain the Operation and Maintenance Manuals (O&Ms) from the Contractor and review for completeness. Consultant to submit to the City four (4) approved sets of O&M binders and one electronic format acceptable to the City;
- (s) receive written warranties and related documents from the Contractor and forward for the City's review;
- (t) determine the date of Substantial Performance, issue the appropriate Certificate of Substantial Performance of the Work, and oversee the building handover to the City;
- (u) perform required services to expedite granting of Building Occupancy including provision of all required sign offs and certifications;
- (v) 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;
- (w) create a comprehensive deficiency list (all disciplines) in addition to the list prepared by the Contractor and estimate values for finishing holdbacks;
- (x) 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 D12;
- (y) 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;
- (z) 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.

D9.3 Project Closeout. 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 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 D12;
- (g) confirm the date of Total Performance in accordance to the contract and issue the appropriate Certificate of Total Performance of the work; and
- (h) verify the validity of the Contractor's application for final payment and issue a certificate for final payment.

D10. POST-CONSTRUCTION SERVICES

- D10.1 During the warranty period, Consultant shall review on site any defects which have been observed and reported during that period;
- (a) the City will issue Warranty Work Orders to the Contractor;
 - (b) Consultant shall maintain Warranty Work Order log and provide the City with monthly updates of the log.
- D10.2 Consultant shall 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.
- D10.3 Upon confirmation that all defects and warranty items are complete, issue a Certificate of Acceptance.

D11. GREEN BUILDING & SUSTAINABILITY

- D11.1 At a minimum, the Project is expected to meet all requirements stated in the following sustainable standards and regulations, along with being a low carbon building:
- (a) Manitoba's Green Building Program;
 - (b) City of Winnipeg Green Building Policy: New City-owned buildings and major additions;
 - (c) Efficiency Manitoba New Buildings Program 2.2;
 - (d) LEED Silver Certification;

- (e) Requirements listed in the Investing in Canada Infrastructure Program (ICIP) funding application; and
- (f) CSA A460:19 Bird Friendly Building Design Standard.

D11.2 Project requirements:

Energy Design Target

- (a) Building's modelled energy efficiency must be 20% better than Manitoba Energy Code for Buildings.

Planning & Design Standards

- (a) Integrated design approach;
- (b) Permanent space for sorting and storage of recyclables;
- (c) Ventilation systems designed in accordance with ASHRAE 62.1 (sections 4-7);
- (d) Install a permanent meter(s) to measure potable water use for the building and grounds;
- (e) Install a permanent meter(s) to measure natural gas and electricity as per LEED certification requirements;
- (f) Select water efficient fixtures and fittings that meet or exceed ASHRAE 189.1, and integrate other water conservation measures;
- (g) Conduct a life-cycle cost analysis on major building systems;
- (h) Provide active transportation facilities (e.g.: indoor bicycle storage or outside cages or racks);
- (i) Design a sustainable landscape to reduce potable water use, apply low water landscape principles and practices; and
- (j) Provide natural light and views to the exterior from occupied spaces.

Adaption & Resilience Standards

- (k) Consider designing to accommodate future use of renewables.

Sustainable Materials

- (l) Select low-emitting finishes, furnishing, products and materials;
- (m) Give preference to products manufactured in Manitoba;
- (n) Give preference to materials with recycled content; and
- (o) Consider the reuse of existing buildings and salvaged building components.

Responsible Construction

- (p) Require erosion and sedimentation control plan;
- (q) Require air quality management plan; and
- (r) Implement a construction waste management plan, and report construction and demolition waste diverted from landfill.

Transition to Occupancy

- (s) Implement a non-smoking policy in and around the building;
- (t) Participate in local recycling programs;
- (u) Track/monitor building energy use, water use and ghg emissions;
- (v) Purchase energy efficient electronics and appliances;
- (w) Purchase low-emitting products and furnishings when doing building maintenance or renovation; and
- (x) Require green cleaning methods, equipment and products.

D11.3 Specific recommendations that are to be considered and where possible, included in the project design:

- (a) Reduce heating, cooling and lighting loads through climate-response design and conservation practices:
 - (i) Use passive solar design: orient, size and specify high-performance energy-efficient windows (e.g.: U-0.24 including frame); locate landscape elements with solar geometry and building load requirements in mind.
 - (ii) Use high-performance building envelopes; select walls (clear field effective value of R-30 or higher), roofs (clear field effective value of R-40 or higher), and other assemblies based on long-term insulation, air barrier performance and durability requirements.
 - (iii) Limit the fenestration and door areas to the maximum allowable as per National Energy Building Code (NECB) 2017, article 3.1.1.6 (Winnipeg 29%).
 - (iv) Consider an integrated landscape design that provides deciduous trees for summer shading, appropriate planting for windbreaks, and attractive outdoor spaces.
- (b) Specify efficient HVAC and lighting systems:
 - (i) Use energy efficient HVAC equipment and systems.
 - (ii) Use lighting systems that consume less than 0.09 watt/square meter for ambient lighting.
 - (iii) Use Energy Star® approved energy efficient appliances.
- (c) Optimize building performance and system control strategies:
 - (i) Use energy modelling early in the design process.
 - (ii) Use sensors to control loads based on occupancy, schedule, and/or the availability of natural resources such as daylight or natural ventilation if applicable.
 - (iii) Use a comprehensive building commissioning plan throughout the life of the project as per LEED and Efficiency Manitoba New Buildings Program 2.2.

- D11.4 The City is in the process of completing a Climate Lens: Climate Change Resilience Assessment and Greenhouse Gas Mitigation Assessment.
- D11.5 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 is preferred.
- D11.6 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.
- D11.6.1 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.
- D11.7 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).

D12. COMMISSIONING MANAGEMENT

- D12.1 Consultant shall obtain prices and make recommendations on the engagement of the following commissioning agents, who shall be paid for by the City:
- (a) Commissioning agent for HVAC equipment and controls; and
 - (b) Commissioning agent for building envelope.
- D12.2 The commissioning consultants shall:

- (a) Be independent firms with no corporate ties to the building envelope, mechanical and electrical consultants engaged by the Consultant;
- (b) possess the following minimum credentials:
 - (i) Certified Commissioning Professional (CCP); and/or
 - (ii) ASHRAE Commissioning Process Management Professional (CPMP).

D12.3 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(s) independently from the Consultant. The Consultant will work with the agent(s) as part of the project team to coordinate all work and incorporate commissioning into the project design and construction.

D12.4 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.

D13. DEFINITIONS

D13.1 When used in this Request for Proposal:

- (a) **Supply Chain Disruption** means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (b) **SWRC** means South Winnipeg Recreation Complex; and
- (c) **WFPS** means Winnipeg Fire Paramedic Services.

D14. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D14.1 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.

D14.1.1 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.

D14.1.2 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.

D15. SUPPLIER CODE OF CONDUCT

D15.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D15.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D15.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D16. UNFAIR LABOUR PRACTICES

- D16.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D16.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D16.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D16.4 Failure to provide the evidence required under D16.3, may be determined to be an event of default in accordance with C14.
- D16.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D16.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D16.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D16.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D17. AUTHORITY TO CARRY ON BUSINESS

- D17.1 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.

D18. SAFE WORK PLAN

- D18.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D18.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D19. INSURANCE

- D19.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D19.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D19.2.1 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.
- D19.3 The policies required in D19.2(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.
- D19.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D19.2(a) and D19.2(b).
- D19.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D19.2(a) and D19.2(c).

- D19.6 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 D19.9.
- D19.7 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.
- D19.8 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.
- D19.9 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

D20. COMMENCEMENT

- D20.1 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.
- D20.2 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 D17;
 - (ii) the Safe Work Plan specified in D18; and
 - (iii) evidence of the insurance specified in D19.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D24.1
- D20.3 The City intends to award this Contract by May 27, 2026.

D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D21.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D21.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D21.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D21.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

D22. PUBLIC ENGAGEMENT

- D22.1 The Consultant shall work collaboratively with the Office of Public Engagement.
- D22.2 The Consultant shall host one (1) public engagement meeting with the project team.
- D22.3 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.
- D22.3.1 All final versions of public materials must be received by the Office of Public Engagement a minimum of 30 days prior to the in-person event.
- D22.3.2 All public materials must be posted online two (2) weeks prior to an in-person event.
- D22.3.3 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D22.3.4 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D22.4 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 Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

Public & Stakeholder Engagement Deliverables

- D22.5 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:
- (a) a public engagement strategy that clearly identifies:
 - (i) the public's role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
 - (b) event(s) and engagement opportunities;
 - (c) summaries corresponding to engagement phases; and
 - (d) a final public engagement report.

Public & Stakeholder Engagement Outcomes

- D22.6 The execution of the public engagement plan will result in reaching the following objectives:
- (a) participants and the general public have an understanding of the City's current systems and processes;
 - (b) participants and the general public recognize the need for a permanent fire hall to service this area; and
 - (c) type of engagement is INFORM – to provide participants with information regarding the project, and provide participants with the ability to submit comments.

MEASUREMENT AND PAYMENT

D23. INVOICES

D23.1 Further to C11, Consultant:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Consulting Contract Administrator on submission of its invoice.

D24. PAYMENT

D24.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

D25.1 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 D25.

D25.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D25.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D25.4 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.

D25.4.1 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.

- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 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.
- D25.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 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.
- D26.2 For the purposes of D26:
- (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.
- D26.3 Indemnification By Consultant
- D26.3.1 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.
- D26.3.2 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;
- in relation to this Contract or the Work.
- D26.4 Records Retention and Audits
- D26.4.1 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.

D26.4.2 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 D26.4.1 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.

D26.5 Other Obligations

D26.5.1 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.

D26.5.2 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.

D26.5.3 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.

D26.5.4 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.

D26.5.5 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.

D26.5.6 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.