Our File No.: # delete if no file number

Date Do not use an automatic date)

Company Name (Legal Entity)if you are unsure as to the proper legal name of the Consultant, contact Legal Services for assistance

Company Address

City, Province  Postal Code

Attention: Consultant's Representative's Name

|  |  |
| --- | --- |
| **RE:** | **AWARD OF CONTRACT FOR PROFESSIONAL CONSULTING SERVICES FOR Project Name****MATERIALS MANAGEMENT REFERENCE NO. #(delete if inapplicable)** |

This will advise that your Proposal dated xxdate, in the estimated amount of $amount, GST and MRST extra as applicable ensure tax wording is modified as necessary, submitted for the above-mentioned Services has been accepted.

Note- if the Consultant’s proposal contains anything that appears to be a legal term or condition or which contradicts the City General Conditions, then Legal Services should be contacted to perform a review of the proposal

This letter confirms a legal contract is formed between the City and Type Company Name for the execution of the above-mentioned Services, upon such terms and conditions as are outlined in this letter, your Proposal, and the Invitation to Submit a Proposal for Professional Consulting Servicesensure wording is updated to reflect accurate wording for your Department’s invitation. This letter will be your authorization to begin the Services upon providing the required insurance as outlined in the attached Consultant Agreement Insurance Requirements document to:

The City of Winnipeg

Insurance Branch

3rd Floor, 185 King Street

Winnipeg, MB R3B 1J1

or by pdf to insurance@winnipeg.ca

These Services are to be provided in accordance with the Invitation for Professional Consulting Services ensure wording is updated to reflect accurate wording for your Department’s invitation and the latest version of the City of Winnipeg General Conditions for Consultant Services, available at <https://www.winnipeg.ca/matmgt/gen_cond.stm> , which are hereby incorporated by reference into this letter.

The Project Manager for this project is Enter Consultant name if applicable in the format of "company name, represented by" OR enter individual City employee's name, and all inquiries should be directed to the Project Manager at Enter the Phone number. The Consultant shall contact the Project Manager prior to the commencement of the Services.

Please direct all consultant progress estimates (invoices) to the Type Appropriate Addressee Name at the following address:

**Type Dept. Name**

**Type Division Name**

**Type Address**

**Attention: Type Appropriate Title**

I would like to thank you for your participation in this project.

Yours truly,

Type Department Head Name

XX/xx *initials (report writer and clerk-delete if unneeded)*

Attachment

cc: Director of Legal Services – **SPEC NOTE**: use Email address **ONLY** if required Legal-Purchasing@winnipeg.ca

 Manager of Purchasing - purchasing@winnipeg.ca

 Corporate Risk Manager – FIN-Insurance@winnipeg.ca

Enter Your Name, Project Manager



## CORPORATE FINANCE DEPARTMENT • SERVICE DES FINANCES GÉNÉRALES

# RISK MANAGEMENT DIVISION • DIVISION DE LA GESTION DES RISQUES

**Consultant Agreement Insurance Requirements**

If desired, a Consultant may opt to provide the City of Winnipeg with annual evidence of insurance rather than providing evidence of insurance on an individual contract basis. Commercial General Liability and Automobile Liability limits are pre-set, however the City will review the Consultants existing Professional Liability limit against the scope and risk of each project to determine if the current limit carried is satisfactory, or if additional Professional Liability limits will be required. Expected warranty periods will reflect the nature of the contract.

Participating in this plan is optional and Consultants do retain the right to supply evidence of insurance on an individual contract basis. It is likely that large, high-risk, or unique projects may require additional limits, terms and conditions.

Consultant shall provide and maintain:

Commercial General Liability insurance, in the amount of at least two million dollars ($2,000,000) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause(otherwise known as severability of interest), contractual liability, contingent employers liability ( if not otherwise covered) to remain in place at all times during the performance of the Services.

Automobile Liability insurance for owned and non-owned automobiles used for or in connection with the Services in the amount of at least two million dollars ($2,000,000) to remain in place at all times during the performance of the Services; such insurance may be met through the Commercial General Liability cover where applicable.

Evidence of Professional Liability or Errors and Omissions Liability insurance; please indicate the limit of insurance that you currently maintain. Evidence to remain in place during the performance of the work and 12 months after substantial completion.

Consultant shall not cancel, or cause any such policy to lapse without a minimum of thirty (30) days prior written notice to the City.

Consultant shall provide written notice of the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

Consultant shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies.

Certificates of Insurance shall be provided to The City on an annual basis. In the case of occurrence based policies the Consultant shall ensure that the insurance is maintained, at the minimum, from the inception of the Contract until Services are fully complete; or in the case of claims made policies expiry of any warranty, or other agreed to period, whichever is longer.

The City shall have the right to alter the limits and/or coverage as reasonably required from time to time, provided that the City shall give the Consultant reasonable notice and shall request reasonable change.

The City shall have the right to received or review certified copies of the policies if requested.

The above insurance should be supplied in the form of a certificate or certificates of insurance. The certificates should be submitted annually to:

 Mail PDF:

 City of Winnipeg insurance@winnipeg.ca

 Risk Management

 Insurance Section

 3-185 King Street

 Winnipeg, MB R3B 1J1

 Any insurance questions may be directed to:

 Donna Letain, CIP Lori Mondor, CIP, CRM

 Insurance Underwriter OR Supervisor of Insurance & Risk Financing

 (204) 986-5265 (204) 986-3294

Updated August 2012

Confirmed January 2020