



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 477-2023

**PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF
NORTH WINNIPEG PARKWAY IMPROVEMENTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF NORTH WINNIPEG PARKWAY IMPROVEMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 5, 2023.

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

B3. ENQUIRIES

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

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

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

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 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.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

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

B6. PROPOSAL SUBMISSION

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

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

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

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

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B6.5 Proposal format, including number of pages for each section, font, etc., will not be regulated, except that the number of pages is limited to twenty five (25) excluding covers, table of contents, and Form A. All other tables, drawings, photos and appendices are to be included within the twenty five (25) pages limit. All pages shall be of size 8.5" x 11" except drawings, tables and schedules can be 11" x 17". Also, the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.1.1 The Proponent shall provide a breakdown of the Fixed Fee, either directly on Form P as phase subtotals and/or a fee summary table of their own design, indicating the fixed fee for each of the following items in the scope of services, the total of which shall equal the Fixed Fee:
- (a) D6 General Requirements and Project Management (fixed fee)

- (b) D7 Access, Traffic Control and Survey (fixed fee)
- (c) D8 Geotechnical and Hydraulic Design (fixed fee)
- (d) D9 Environmental (fixed fee)
- (e) D10 Utilities and Water and Waste Department Assets (fixed fee)
- (f) D11 55 Redwood Avenue Phase 1 Environmental Site Assessment (fixed fee)
- (g) D12 Active Transportation Design (fixed fee)
- (h) D13 Landscaping and Restoration Design (fixed fee)
- (i) D14 Stakeholder Communication (fixed fee)
- (j) D15 Preliminary Design Report (fixed fee)

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 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.

B8.4 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, geotechnical investigation, and contaminated soils and hazardous materials investigation.

B8.5 The Fee Proposal shall not include costs for the following:

- (a) Geotechnical investigations as per D8.1;

B8.5.1 Proponents shall submit with their proposal a budget estimate for the cost of the exclusions listed in B8.5. For Contract Award, an allowance may be added to the evaluated Fee Proposal to cover these costs. Costs for allowances shall be incurred on an actual-cost basis, with proponent-markup of up to 5% for handling charges.

B8.5.2 For greater clarity, for those exclusions listed in B8.5, the fees associated with planning, overall management, direct or indirect supervision, coordination, monitoring, analysis of results, reporting of results, and incorporating the results into the project design and execution shall be included in the Total Evaluated Fee Proposal.

B8.5.3 For the purposes of the budget estimate for geotechnical investigations, the following should be included in the budget estimate and excluded from the Total Evaluated Fee Proposal: mobilizing and site access for drilling equipment (exclusive of traffic control), on-site observation, soil sampling, laboratory testing, sample transport, and instrument installation, and monitoring.

B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 (Preliminary Design) **as well as possible future phases as noted in D3.7 (Public Engagement)**, for up to three projects of similar scope and complexity and/or similar size and

complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs; the year the project was completed; the project owner; and reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members for the Project **and possible future phases as noted in D3.7 (Public Engagement)**.

B10.1.1 Include an organizational chart for the Project. For clarity, the organizational chart shall show the organization of the project team for this Project (preliminary design study) **and for possible future phases as noted in D3.7**.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project **and possible future phases as noted in D3.7** for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative (project manager), managers of the key disciplines, lead designers/coordinators, and public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1. For public engagement professionals, the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project, **and for possible future phases as noted in D3.7**. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide a description of project, role of the person, project owner; and reference information (one current name with telephone number and email address per project).

B10.4 For all personnel assigned to **possible future phases as noted in D3.7**, provide hourly rates which may be used as the basis for negotiation and award of future phases. Assume future phases will occur in 2024.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 For clarity, Section E shall not include possible future phases as noted in D3.7.

B11.2 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.4 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.5 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues in general and with emphasis on those issues specific to the project location;

- (c) the proposed Project budget;
- (d) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ;
and;
- (e) any other issue that conveys your team's understanding of the Project requirements.
- (a) The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4.1 Scope of Services. **For clarity, Form P should not include person hours for possible future phases as noted in D3.7.**

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12. PROJECT SCHEDULE (SECTION F)

B12.1 For clarity, Section F should not include possible future phases as noted in D3.7.

B12.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

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

B14.3 In connection with their Proposal, each entity identified in B14.2 shall:

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

B14.4 Without limiting B14.3, the City may, in 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.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B14.4 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.

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

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).
- B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by

other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B17. IRREVOCABLE OFFER

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 35%

(g) Project Schedule. (Section F) 5%

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;

- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Cameron Ward, P.Eng.

Telephone No. 204 986-3508

Email Address: cward@winnipeg.ca

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

D3. BACKGROUND

D3.1 General

- (a) The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- (b) The objective of this study is to carry out preliminary design of improvements to the North Winnipeg Parkway (“NWP”) within the project study area.
- (c) The study area is separated into two segments as described in D3.2 and as shown in Appendix A. When referred to herein, “project area” shall include both Segment 1 and Segment 2.
- (d) Advancing this project to detailed design and construction may be subject to Council approval and adoption of future Capital Budgets.
- (e) Additional background documents are available upon request to the Consulting Contract Administrator.

D3.2 Background to the North Winnipeg Parkway (“NWP”)

- (a) The NWP is an important north-south active transportation route that connects communities located in the northern part of the City along the west bank of the Red River.
- (b) Starting on the upstream end in the vicinity of The Forks, the route runs generally north (downstream) along Waterfront Drive in the East Exchange District as a riverbank pathway system.
- (c) In Point Douglas, the route then proceeds north along Annabella Street, crossing Higgins Avenue, going under the Annabella Underpass of the CP Keewatin Subdivision, crossing Sutherland Avenue, and connecting to Rover Avenue.
- (d) The route then proceeds along Rover Avenue and offers a connection to Elmwood via the Disraeli Pedestrian Bridge, and passing under the Disraeli vehicular bridge. In March 2023, Council approved Rover Avenue to be designated as a permanent neighbourhood greenway with a reduced speed limit of 30 km/h in effect full time.
- (e) Proceeding north along Rover Avenue, the pathway enters Michaëlle Jean Parc, a community City park. A portion of pathway through the park was paved in 2021.
 - (i) In 2023, an existing slope failure and associated headscarp located in Michaëlle Jean Parc retrogressed and extended upstream along the west bank, impacting the

newly paved pathway as well as pavement in the vicinity of Rover Avenue at Hallet Street. Geotechnical investigation, analysis, and preliminary design of potential pathway re-routing and stabilization works are required at this location.

- (ii) This will be referred to as **Segment 1** of the Study Area, and is intended to encompass the west riverbank from vicinity Rover Avenue at Hallet Street to approximately 200 m downstream, generally understood to be the extents of recent riverbank instability.
- (f) After proceeding through Michaëlle Jean Parc, the route then connects with and crosses Selkirk Avenue, and connects to the next block (Pritchard Avenue) via the city-owned property at 109 Selkirk Avenue.
- (g) **Segment 2** of the Study Area is intended to begin where the route enters the Pritchard Avenue right-of-way's south limit.
- (h) The route proceeds north to Burrows Avenue via Pritchard Point Park ("Pritchard Plaza"), a linkage City park. This segment of the route takes the path closer to the Red River due to property constraints.
 - (i) Refer to D3.3 for more background on the Pritchard Point Park.
- (i) The route then connects to the eastern terminus of Burrows Avenue. The route extends along Burrows Avenue for approximately 80 metres. This segment of the route requires improvement. The riverbank in the vicinity of Burrows Avenue was previously stabilized.
- (j) The route then proceeds north, connecting to Alfred Avenue via the City-owned properties at 145 Burrows Avenue and 148 Alfred Avenue, and a back-lane crossing. This segment of the route requires review for possible improvement.
- (k) The pathway crosses Alfred Avenue and enters the Aberdeen Adventure Playground (also known as Redwood Park), a neighborhood City park. The playground is scheduled for renewal in the near term. Development of multiple pathway alignments/concepts through the playground is desired, with review and coordination with Parks and Open Spaces personnel to accommodate future alterations to the park, and its connections to/along Alfred Avenue and Aberdeen Avenue. Additionally, this segment requires slope stability review for the segment of pathway/riverbank between Alfred Avenue and Redwood Avenue. The vehicular turnaround/terminus of Aberdeen Avenue and Alfred Avenue requires review for potential improvement.
- (l) The path continues north of the Aberdeen Avenue right-of-way (while remaining within the Aberdeen Adventure Playground) as informal trails, connecting it to Redwood Avenue at-grade, as well as passing below the Harry Lazarenko Bridge's west approach span.
 - (i) Refer to D3.4 for additional background to the Redwood Avenue crossing.
- (m) Immediately north of Redwood Avenue the path continues along the west bank of the Red River as informal trails through the private property at 55 Redwood Avenue to the north property line.
 - (i) Refer to D3.5 for additional background to this site.
- (n) The informal trails continue north and connect with existing pathways in Saint John's Park, a community City park.
- (o) **Segment 2** of the study area is intended to end at the south property line of Saint John's Park.
- (p) The route continues to the north via St. Cross Street and Scotia Street, eventually connecting to Kildonan Park (a regional City park) and the Chief Peguis Trail Greenway.

D3.3 Background to Pritchard Point Park ("Pritchard Plaza")

- (a) Pritchard Plaza is designated as a linkage park. It features amenities including signage, a hardscaped seating area, flower bed, and lighting.
- (b) The pathway alignment through Pritchard Plaza and the connections to it require review and improvement.
- (c) Geotechnical analysis is required to confirm slope stability issues and support pathway alignment improvements.

- (d) An old dock structure exists adjacent to the riverbank in the vicinity of the Plaza. The dock area needs to be assessed for condition and hazards. Hydraulic analysis of the Red River in the vicinity of the Pritchard Plaza is required to determine effects of the structure. Removal, modification or abandonment of the structure may be required as part of pathway and riverbank improvements.

D3.4 Background to crossing of Redwood Avenue

- (a) Improvements to the NWP crossing of Redwood Avenue need to be assessed. Options for crossing Redwood Avenue include an at-grade crossing immediately west of the bridge, and an under-bridge crossing, and a combination of both. Either or both connections may be desirable.
 - (i) The City has determined that a half-signal in close proximity to the west bridge abutment is likely feasible but needs further analysis and review.
 - (ii) An under-bridge connection requires review for stability, vertical clearance, frequency of inundation by flooding, crime-prevention-through-environmental-design (“CPTED”) concerns, lighting, etc.
- (b) Connecting the NWP to the existing sidewalks on both sides of Redwood Avenue is desirable.
- (c) Pathway improvements in this area may require design of miscellaneous structures such as accessible ramps, stairs, guards, retaining structures, drainage elements, etc. as well as public-realm amenities such as landscaping, seating nodes, and lighting.

D3.5 Background to 55 Redwood Avenue and Redwood Docks

- (a) The property located at 55 Redwood Avenue supported a brewery for over 120 years, originally the Herchmer and Batkin Brewery circa 1877, and finally operating by the Molson Brewing Company before being closed in 1997. The buildings on the site were demolished circa 2000. The property has been vacant since.
- (b) Likely throughout the history of the property, some form of docks was present to provide access to the river for commercial purposes. More recently, the Paddlewheel Queen used the docks for passenger boarding generally between 1965 and 2013.
- (c) There is currently no public property between 55 Redwood Avenue and the Red River. Extension of a public pathway along the west bank of the Red River at this location will result in property impacts. A Phase 1 Environmental Site Assessment (“ESA”) is required for the property.
- (d) To the extent that the existing Redwood Docks may be impacted by riverbank alterations required for pathway improvements through 55 Redwood Avenue, hydraulic analysis of the river in the vicinity of the docks is required to assess options related to their potential modification or abandonment.
- (e) Geotechnical analysis of the riverbank in the vicinity of this property is required to review possible pathway alignments and related property alterations.

D3.6 Background to previous work and related studies in the vicinity of the project area

- D3.6.1 Previous works and studies have been carried out in the vicinity of the project area as listed below. Information related to these are available upon request to the Consulting Contract Administrator.
 - (a) Underwood McLellan Ltd., February 1980 report titled “Redwood Bridge Stabilization of Westerly Pier”. Record drawings are also available.
 - (b) AGRA Earth & Environmental, May 5, 1995 report titled “Riverbank Characterization Proposed Bicycle Path Norquay Park to St. John’s Park”.
 - (c) Circa 2005, UMA Engineering Ltd. Was the consultant for major rehabilitation of the Redwood Bridge. Record drawings are available. Included as part of this work was the June 27, 2005 report titled “Redwood Bridge Report on Stability of East Riverbank”.

- (d) KGS Group, December 2005 report titled “St. John’s Park Riverbank Stability Study Preliminary Design Memorandum”. Stabilization was completed however record drawings may not be available at this time.
- (e) KGS Group, November 2011 report titled “Riverbank Stability Improvement Works and Outfall Replacement Burrows Avenue Outfall (RR76)”. Record drawings are also available.
- (f) Tetra Tech, circa 2014 prepared preliminary drawings “West Side of Red River at Redwood Bridge” showing proposed pathway improvements.
- (g) TREK Geotechnical, May 24, 2016 report titled “Proposed Redwood Bridge Multi-Use Path Preliminary Riverbank Assessment”.

D3.7 Background to Possible Future Public Engagement

- (a) The City of Winnipeg is seeking completion of the current study with an emphasis on technical analysis and preliminary design of engineering requirements and feasibility of potential future improvements to the NWP.
- (b) The findings of the present study may inform future public engagement needs. Feasible pathway improvements may be developed which may require additional community consultation to support the evaluation of alternatives and selection of a recommended design. Thus, the scope and methodology of public engagement is presently unknown, and is considered a possible future phase of work.
- (c) Award of Contract or Contract Change for future phases may be carried out in accordance with B22.5 and/or C8.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

- (a) The Preliminary Design of North Winnipeg Parkway Improvements (RFP 477-2023) as outlined in D6 through D15:

D4.1.1 The Services provided shall be in accordance with the City’s Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for 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.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy;
- (b) City of Winnipeg Writing Style Guide and Brand Standards;
- (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (d) City of Winnipeg’s Transportation Standards Manual (Draft 2012)
- (e) Transportation Master Plan 2011;
 - (i) <https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (f) Transportation Master Plan 2050 (ongoing), refer to www.winnipeg.ca/tmp2050;
- (g) Winnipeg Transit Master Plan (2021), as adopted by Council on April 29, 2021;
 - (i) <https://winnipegtransit.com/en/major-projects/transit-master-plan>
- (h) City of Winnipeg’s Accessibility Design Standards (latest edition);
 - (i) http://winnipeg.ca/ppd/Universal_Design.stm
- (i) City of Winnipeg’s Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);

- (j) City of Winnipeg's Tree Removal Guideline (latest edition);
- (k) City of Winnipeg Standard Construction Specifications (latest edition);
- (l) Winnipeg Pedestrian and Cycling Strategies, www.walkbike.winnipeg.ca;
- (m) Current and best practices in pedestrian and cycling infrastructure design;
- (n) Canadian Highway Bridge Design Code, CSA S6 (latest edition);
- (o) City of Winnipeg's Project Management Manual and associated templates and processes;
 - (i) <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (p) City of Winnipeg's Investment Planning Manual and associated templates and processes;
 - (i) <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (q) City of Winnipeg Zoning By-law (200/2006);
- (r) The Accessibility for Manitobans Act;
 - (i) http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- (s) Environmental Assessments in Manitoba, June 2016 Guideline published by Manitoba Sustainable Development and the standards and guidelines referenced therein;
 - (i) https://www.gov.mb.ca/sd/envprograms/contams/pdf/guidlines/environmental_site_assessments_in_manitoba_e.pdf

D4.3 The funds available for this Contract are \$350,000.00.

D4.3.1 For greater clarity, Proponents are advised that to be compliant with B21.6, the total fee proposal plus the budget allowances listed in B8.5 should not exceed the amount stated in D4.3.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **Supply Chain Disruption** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

D6.1 The requirements stated herein shall apply to all phases of work.

D6.2 Consulting Services shall be generally consistent with Type 1, Type 2 and Type 5 services as outlined in Appendix B.

D6.3 Project Management, Quality Control / Quality Assurance

- (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.
- (b) Coordinate with all stakeholders throughout the project. The City will establish a Project Steering Committee.
- (c) A list of key meetings with dates should be included in the Proposal.
- (d) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
- (e) Prepare minutes of all meetings conducted for the project record.
- (f) Implement QC / QA program during the course of the project.

D6.4 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report every month to the City Project Manager during the course of the project. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) List concerns, potential problems, risks, etc., for the project.

D6.5 Information Provided by the City

- (a) The following information will be provided to upon request to the Project Manager:
 - (i) As-built drawings of existing structures and works where available;
 - (ii) Existing technical reports and memos;
 - (iii) Underground Structures Records within the study area;
 - (iv) Property lines and City Services (base plans) in CAD format.
- (b) The following information will be provided to the successful proponent:
 - (i) Aerial photography and LIDAR data;
 - (ii) HEC-RAS model of Red River.

D6.6 Cost Estimates

- (a) Produce cost estimates using the City of Winnipeg – Basis of Estimate template, to be supplied by the City.
- (b) Cost estimates prepared for preliminary designs shall be to a Class 3 level of accuracy.
- (c) Use the Class of Estimate template provided by the City to confirm any class of estimate produced by the proponent meets City expectations.

D7. ACCESS, TRAFFIC CONTROL AND SURVEY

D7.1 Access

- (a) Proponent is responsible for gaining access to the study area.
- (b) Where access to private property is required, the City will assist the Consultant in obtaining approval from the property owner.

D7.2 Traffic Control

- (a) Consultant is responsible for provision of all temporary traffic control and obtaining all necessary approvals in accordance with the Manual of Temporary Traffic Control on City Streets (“MTTCCS” – 2022) where required for completing site work.

D7.3 Survey

- (a) Perform a topographic survey of the study area sufficient to complete the preliminary design of all components.
- (b) Perform a bathymetric survey of river as may be required to conduct geotechnical stability analysis, hydraulic analysis, erosion control design, etc.
- (c) LIDAR data will be provided to the Proponent for the purposes of preliminary design. Consultant is reminded that riverbank areas are dynamic environments and LIDAR data may not represent current topographical conditions.

D8. GEOTECHNICAL AND HYDRAULIC DESIGN

D8.1 Geotechnical Investigation

- (a) Obtain utility clearances for any subsurface investigations.

- (b) Review existing geotechnical reports and data, and develop an investigation program to supplement existing information as required to undertake the geotechnical analysis and design.
- (c) Undertake geotechnical investigations as necessary, to complement existing data and instrumentation, and sufficient to support the analysis and design for current preliminary design and possible future detailed design. Carry out geotechnical drilling, sampling, material testing, and instrumentation installation that may be required.
- (d) Undertake regular monitoring of geotechnical instrumentation over the duration of the assignment as required to characterize conditions and capture seasonal fluctuations.
- (e) Subsurface investigation may be required on the site of 55 Redwood Avenue (private property). If needed, the City will assist in seeking approval of such investigation, and coordinating access with the property owner. Prior to drilling, consultant shall obtain locates on the property as well as review any existing owner-provided information regarding the existence of unmarked private buried assets, and clear such potential conflicts prior to drilling on the property.
- (f) Refer to B8.5 regarding geotechnical investigation expenses.

D8.2 Geotechnical Design

- (a) Review historical slope stability data, issues and repairs.
- (b) Perform slope stability analysis of existing conditions.
- (c) Perform slope stability analysis of proposed works. Multiple cross sections may require analysis to confirm the optimal improvement strategy.
- (d) Prepare preliminary design of any proposed works required to address gaps in the geotechnical performance, pathway alignment and grading, etc.
- (e) Conduct preliminary geotechnical design of miscellaneous earth retaining or related structures and foundations, pavement structure, etc., as may be identified through the course of the study.
- (f) Analysis of multiple riverbank configurations and/or path alignments may be required to assess the feasibility and benefits of a variety of potential improvements/treatments.

D8.3 Hydraulic Design

- (a) Conduct hydraulic analysis of the Red River in the vicinity of the project site. The City will provide a HEC-RAS model to the successful proponent.
- (b) Determine the water elevation for a variety of return periods.
- (c) Consider impacts to the Primary Line of Defense (PLD). Liaise with the Water and Waste Department as required.
- (d) Design erosion control protection where required.
- (e) Assess the hydraulic characteristics of the channel in connection with any proposed riverbank stabilization work.
- (f) Assess the hydraulic characteristics of the channel restriction associated with the old dock structure located in the vicinity of the Pritchard Point Park (Pritchard Plaza). Provide recommendations and preliminary design of alterations as may be necessary to address any issues.
- (g) Assess the hydraulic characteristics of the channel restriction associated with the old dock structure located in the vicinity of the 55 Redwood Ave. Provide recommendations and preliminary design of alterations as may be necessary to address any issues.

D9. ENVIRONMENTAL

D9.1 Determine all Regulatory requirements including but not limited to the following:

- (a) Canadian Navigable Waters Act
- (b) Fisheries Act

- (c) Species at Risk Act
- (d) Designated Floodway Fringe Area Regulation 266/16
- (e) Heritage Resources Act
- (f) Migratory Birds Convention Act
- (g) City of Winnipeg Waterway By-law 5888/92
- (h) City of Winnipeg Secondary Dyke By-law 91/2010

- D9.2 Perform an aquatic and terrestrial habitat assessment of the project area to support regulatory assessments and possible future applications for regulatory approval/authorization.
- D9.3 Perform a desktop Heritage Resources scan of the project area. Liaise with the Province of Manitoba Heritage Resources Branch to identify potential existence and risks to heritage resources, and develop a management strategy.
- D9.4 Conduct a tree survey (type, condition, size, location) of major trees that may be impacted by the proposed works. Liaise with City Forestry personnel regarding existing and proposed trees.
- D9.5 Identify areas for potential naturalization and landscaping. Liaise with City Naturalist Services personnel.
- D9.6 Develop a preliminary design for erosion control and sedimentation protection.
- D9.7 Anticipating that future construction work may require a Fisheries Act Authorization, prepare a preliminary compensation plan and associated cost estimate.

D10. UTILITIES AND WATER AND WASTE DEPARTMENT ASSETS

- D10.1 Identify any and all underground and above ground utility infrastructure (including both City of Winnipeg assets and third-party utility infrastructure located in the public right-of-way) that may be impacted by the work. Coordinate with utility agencies throughout the project for any protection, modification or relocation that may be required.
- D10.2 The following Water and Waste Department Assets (in order starting upstream) are present in or near the Study Area:
 - (a) Primary Line of Defense dike system (varies throughout project area);
 - (b) A 450 mm combined sewer is present in the vicinity of Rover Avenue at Hallet Street;
 - (c) 1800 mm combined sewer outfall at Selkirk Avenue;
 - (d) 300 mm combined sewer outfall at Pritchard Avenue;
 - (e) 2400 mm combined sewer outfall at Burrows Avenue;
 - (f) 200 mm combined sewer outfall at Aberdeen Avenue;
 - (g) 600 mm Disraeli/Henderson feeder main crossing just north of Redwood Avenue;
 - (h) 2x 300 mm force mains from Hart Avenue (east side) to just north of property at 55 Redwood Avenue;
- D10.3 Carry out Preliminary Design for any alterations or modifications of existing utilities as may be required to accommodate any proposed works.

D11. 55 REDWOOD AVENUE PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

- D11.1 General
 - (a) Environmental Site Assessment (ESA) shall be performed in general accordance with "Environmental Site Assessments in Manitoba" June 2016 Guideline published by Manitoba Sustainable Development, and to the standards generally referenced therein.
- D11.2 Phase 1 ESA for 55 Redwood Avenue

- (a) Conduct a non-intrusive Phase 1 ESA for the property located at 55 Redwood Avenue.
- (b) Review of the site history through the use of historic and current aerial photographs, insurance maps, land title searches, regulatory agency records, previous ESA reports, company records, geological and hydrogeological reports and maps, etc.
- (c) Conduct interviews with present and past site occupants, government officials (federal, provincial and municipal), neighbours, etc.
- (d) With assistance from the City, obtain authorization from the property owner and conduct site visits to inspect site conditions, hazardous materials/dangerous goods storage and handling procedures, and to “ground-truth” assessments made in the historical review.

D11.3 Phase 2 ESA

- (a) Depending on the results of the Phase 1 ESA, the City may consider having the consultant carry out a Phase 2 ESA on the subject property. This is outside the scope of work described in this RFP and may be authorized as a Change in Scope of Services.

D12. ACTIVE TRANSPORTATION DESIGN

- D12.1 Develop feasible options and treatments for improving the North Winnipeg Parkway within the study area. Development of a variety of options or treatments may be required for distinct portions of the route.
- D12.2 Consider vehicular operations and safety on streets affected by the proposed works where applicable. Design modifications to streets and alleys as may be required to accommodate improvements to the North Winnipeg Parkway, enhance community connections, improve safety, improve accessibility, achieve slope stability targets, etc.
- D12.3 Identify and assess property impacts. Prepare property requirements drawings.
- D12.4 Develop multiple alignments of the NWP route through the Aberdeen Adventure Playground. In addition to potential alignments connecting the route to Alfred Avenue via the existing route (located immediately west of 135 Alfred Avenue), also consider alignments that may take the route east on Alfred Avenue and then along the riverbank just east of 131 Alfred Avenue. Feasible and desirable alignments through the Aberdeen Adventure Playground may be used as inputs to future planning for park redevelopment.
- D12.5 Explore possible crossing alternatives of Redwood Avenue including an at-grade crossing, an under-bridge crossing, and a combination that provides both crossing methods.
 - (a) Provide accessible connections from the NWP to sidewalks on both sides of Redwood Avenue.
 - (b) The minimum required vertical clearance from an under-bridge pathway to the underside of the Harry Lazarenko bridge structure is expected to be 3.0 m.
 - (c) Review the frequency and duration of river levels exceeding any proposed pathway elevation, maintenance impacts, etc.
 - (d) Explore alteration or relocation of bridge deck drains near the west abutment to avoid draining directly onto any proposed pathway alignment.
- D12.6 Design miscellaneous structures or features such as retaining walls, guards, stairs, ramps, wayfinding signs, slope paving, etc.
- D12.7 Liaise with the City of Winnipeg Street Lighting Engineer and Manitoba Hydro as required to determine pathway lighting and street lighting requirements. Additional under-bridge lighting may be required.
- D12.8 Coordinate with Parks and Open Spaces staff regarding NWP alignment through City Parks with the study area. Consider future park redevelopment, pathway connections at park entrances/exits, connectivity with other active transportation routes, pathways and sidewalks, the proximity of path near park amenities, park user impacts, impacts to trees, etc.

- D12.9 Design drainage improvements or modifications for any proposed works.
- D12.10 Assess property impacts of any potential improvements.
- D12.11 Evaluate potential options and treatments relative to each other on the basis of a variety of owner-supplied criteria, including but not limited to technical feasibility, technical performance/functionality, cost, property impacts, etc. Community input may be gathered at a later date to assist the City in selecting a preferred treatment.

D13. LANDSCAPING AND RESTORATION DESIGN

- D13.1 Prepare preliminary design of landscaping and placemaking features including seating nodes, amenities such as refuse containers, benches, etc.
- D13.2 Prepare preliminary design for restoration of disturbed areas of riverbank which may include landscaping and/or naturalization, tree planting, re-establishing riparian habitat, etc.
- D13.3 Liaise with Naturalist Services staff on potential naturalisation and restoration of disturbed areas, potentially in combination with the requirements of D9.7.

D14. STAKEHOLDER COMMUNICATION

- D14.1 For clarity, public engagement is not part of the scope of the current study but may be considered as a future phase of work. Refer to D3.7.
- D14.2 The Consultant shall, with City support, conduct stakeholder assessment and develop a communication plan including adjacent landowners and other external community stakeholders with vested interests in the project. Use the City's stakeholder assessment and communication plan template.
- D14.3 Consultant shall, with City support, communicate directly with external project stakeholders. In addition to external regulatory agencies, utility agencies, etc., communication with the following community stakeholders may be required:
 - (a) Owners of 55 Redwood Avenue
 - (b) Owners and/or building management of 131 Aberdeen Avenue
 - (c) Operators of the Norquay Community Centre
 - (d) Others external stakeholders as may be identified in D14.2.
- D14.4 Communication may occur in the form of meetings, letters, notices, phone conversations, etc. The focus of stakeholder communications will be:
 - (a) Obtaining relevant information that may support the study;
 - (b) Obtaining authorization to enter private property for the purposes of survey, investigation, etc.;
 - (c) Informing stakeholders of possible temporary impacts to parks, streets, or private property related to study investigations, etc.

D15. PRELIMINARY DESIGN REPORT

- D15.1 Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimates, risk assessment, proposed construction schedule, and other supporting materials. The preliminary design report shall document all the findings of the preliminary design study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- D15.2 A draft report is to be submitted. The review period will be two (2) weeks. The report is to be finalized after incorporating feedback from the City Project Manager.

D16. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D16.1 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.
- D16.1.1 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.
- D16.1.2 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.

D17. UNFAIR LABOUR PRACTICES

- D17.1 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.
- D17.2 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.
- D17.3 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.).
- D17.4 Failure to provide the evidence required under D17.3, may be determined to be an event of default in accordance with C14.
- D17.5 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.
- D17.5.1 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.

- D17.5.2 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 D17.5. 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

D18. AUTHORITY TO CARRY ON BUSINESS

- D18.1 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.

D19. SAFE WORK PLAN

- D19.1 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.
- D19.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D20. INSURANCE

- D20.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D20.2 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) 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. Such insurance may be met through commercial general liability, where applicable.
 - (c) Professional liability insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$5,000,000 in the aggregate.
 - (ii) The Consultant's professional liability insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D20.3 The policies required in D20.2(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.
- D20.4 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 D20.2(a) and D20.2(b) including the following
- (a) Contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate insuring against claims covering third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City as an additional insured and remain in place for twelve (12) months after Total Performance.
- D20.5 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 D20.2(a) and D20.2(c).
- D20.6 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 D20.9.
- D20.7 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.
- D20.8 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.
- D20.9 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

D21. COMMENCEMENT

- D21.1 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.
- D21.2 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 D18;
 - (ii) the Safe Work Plan specified in D19; and
 - (iii) evidence of the insurance specified in D20.
 - (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 D25.1

D21.3 The City intends to award this Contract by October 3, 2023.

(a) If the actual date of award is later than the intended date, the dates specified for Commencement and Critical Stage will be adjusted by the difference between the aforementioned intended and actual dates.

D22. CRITICAL STAGES

D22.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

(a) Submit draft preliminary design report by July 2, 2024.

D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D23.1 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.

D23.2 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.

D23.3 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.

D23.4 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 D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D23.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.

D23.6 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.

MEASUREMENT AND PAYMENT

D24. INVOICES

D24.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D24.2 Invoices must clearly indicate, as a minimum:

(a) the City's purchase order number;

- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D25. PAYMENT

D25.1 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

D26. DISPUTE RESOLUTION

D26.1 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 D26.

D26.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D26.3 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 Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D26.4 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.

D26.4.1 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.

- D26.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D26.4.3 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.
- D26.4.4 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 D26.4.3, 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

D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D27.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D27.3 For the purposes of D27:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D27.4 Modified Insurance Requirements
- D27.4.1 If not already required under the insurance requirements identified in D20, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D27.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D27.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D27.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D27.5 Indemnification By Consultant
- D27.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract

or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D27.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D27.5.3 in relation to this Contract or the Work.

D27.6 Records Retention and Audits

- D27.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D27.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D27.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D27.7 Other Obligations

- D27.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D27.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D27.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D27.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D27.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on

Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D27.7.6

The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.