



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 481-2022

**PROFESSIONAL CONSULTING SERVICES FOR LYNDALE DRIVE PARK,
HIGHFIELD TO BIRCHDALE: EROSION PROTECTION AND RIVERBANK ACCESS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR LYNDALE DRIVE PARK, HIGHFIELD TO BIRCHDALE: EROSION PROTECTION AND RIVERBANK ACCESS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 11, 2022.

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

B3. SITE INVESTIGATION

B3.1 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B3.2 The Site is a public park and bidders are able to inspect the site at their leisure during the hours the Park is open.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

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

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

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

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their design approach, team, and project implementation strategy. Proponents may use tables to efficiently present information such as experience of the proponents or personnel. The proposal

addressing all the components of B7.2 should be limited to 25 pages, though additional un-evaluated content may be provided as an appendix.

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

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

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

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

B8. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services except as follows in B9.2.

B9.2 The Proposal shall include a Time Based Fee schedule calculated on a time basis for the phases identified as noted below in B9.2(b), B9.2(c), and B9.2(d).

- (a) The Fees included in B9.2(b), B9.2(c) and B9.2(d) below will be excluded from the calculation of Fees in B22.1(c) used in the proposal evaluation.
- (b) The Proposal shall include a Time and Expenses based fee for Resident Contract Administration services, as described in D7.2 and Appendix A 7.5.
- (c) The Proposal shall include a Time and Expenses based fee Allowance for services required to carry out the recommendations of the Heritage Resource Impact Assessment as detailed in D7.3.
- (d) The Proposal shall include a Time and Expenses based fee Allowance in the amount for services required to undertake mussel relocations or other measures required to mitigate impacts to fisheries or fish habitat as per D7.4.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), including for any materials testing during construction.

B9.6 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.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include details demonstrating the history and experience of the Proponent and key Subconsultants in providing programming, design, project management, and contract administration services on up to three projects of similar complexity, scope, and value. At least two of the Proponent's projects should include the design and contract administration of riverbank works in Winnipeg, or in similar geological conditions.

B10.2 For each project listed in B10.1, the Proponent should submit a brief description of the project, the role of the consultant, the project value, the project owner, and reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and key Subconsultant project listings.

B10.3 The Proposal should include general firm profile information including years in business, average volume of work, number of employees and other pertinent information for the Proponent and any key Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members and identify the following and other Key Personnel assigned to the Project:

- (a) project manager;
- (b) lead geotechnical engineer;
- (c) lead hydraulics engineer;
- (d) heritage resources lead;
- (e) environmental sciences and regulatory approvals lead;
- (f) lead landscape architect.

An individual may be identified for more than one the above roles.

- B11.1.1 Include an organizational chart for the Project showing the Key Personnel and important supporting roles of the Proponent and any subconsultants.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. 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 current employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.
- B11.3 For each person identified, list up to two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects, provide a brief project description, the role of the person, the project owner, and reference information (one current name with telephone number per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management and team collaboration 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. The proposals should address the project delivery methodology with consideration for 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>.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Proposals should address the team's understanding of: the broad functional and technical requirements; the proposed Project budget; the Project schedule; project risks; the City's Project methodology with respect to the information provided within this RFP; and any other items or issues that convey your team's understanding of the Project requirements.
- B12.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.4
- B12.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key personnel and contract administrators), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for the completion of these processes.

B14. DISCLOSURE

- B14.1 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.

B14.2 The Persons are:

- (a) N/A

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

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

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;

- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B16.2 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>

B16.3 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 B16.4 and D9).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subcontractors 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.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 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.

B17.3 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).

B17.3.1 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Project Manager.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 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.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Project Manager may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

B22.1 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 B16: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultants; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 40%
- (g) Project Schedule. (Section F) 10%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.

B22.7 Further to B22.1(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 B10.

B22.8 Further to B22.1(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 B11.

B22.9 Further to B22.1(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 B12.

B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B22.13 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.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 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.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B23.4 The City may, at its discretion, award the Contract in phases.

B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B23.6 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

B23.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B23.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C1.1.1 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.
- C1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Kendall Thiessen, Ph.D., P.Eng.
Riverbank Management Engineer
Telephone No. (204) 986-5159
Email Address: kthiessen@winnipeg.ca

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

D3. BACKGROUND

- D3.1 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.
- D3.2 The general project area should be taken as the riverbank area along Lyndale Drive Park South in the City of Winnipeg, generally from Birchdale Avenue at the upstream end to Highfield Street at the downstream (i.e. north) end. The length of the project area is approximately 830m.
- D3.3 The Lyndale Drive Park Erosion Protection Project was approved on June 2, 2022, under the Province of Manitoba's Disaster Prevention and Climate Change Resilience program.
- D3.4 Riverbank erosion and the associated slope instabilities are evident along the Lyndale Drive Park project area. A substantial portion of the Park area has been lost to riverbank processes in the decades since the neighbourhood was established. Considering the dominant geomorphological processes, and the characteristics of the river and riverbank, it is expected that the erosional processes will continue if unabated, resulting in the continued loss of Park space, eventually placing other City infrastructure assets at risk. Lyndale Drive is a local street that is also designated as part of the City of Winnipeg's Primary Line of Defense (PLD), and as such, is a key component of the City's flood protection strategy.
- D3.5 The project area has been identified as a priority site based on the City of Winnipeg's Riverbank Asset Management System which has been used to evaluate City-owned riverbank lands through risk-based assessments.
- D3.6 To address riverbank erosion and stability issues, various riverbank works have been completed along Lyndale Drive upstream of the project, including most recently:
- (a) 2021 – Rockfill Columns, granular ribs and slope re-grading were undertaken between Birchdale Avenue and Claremont Avenue.
 - (b) 2000 - A 96 m length of timber-pile retaining wall, complete with tiebacks and a pre-cast concrete façade, was constructed upstream of Claremont Avenue.
 - (c) 2000 – Granular ribs were constructed along approximately 140 m of riverbank between Lawndale Avenue and Birchdale Avenue.
 - (d) 2000 – Limestone riprap was installed between Birchdale Avenue and Gauvin Street.

- (e) 1997 – Rockfill columns were installed over a 25 m length in the mid and upper bank area near the intersection of Lawndale Avenue and Lyndale Drive.

To date, no works have been undertaken to address riverbank issues in the project area.

- D3.7 The primary objectives of the Project are to develop and implement works to provide long-term protection of the riverbank lands. The solution is expected to involve the placement of a riprap blanket along most or all of the riverbank in the project area. The design will not rely on vegetation as the primary source of protection, however, the design should consider ways to maximize the success and complimentary benefits of the revegetation program.
- D3.8 Riverbank stability improvements, possibly including slope re-grading, should be considered at locations where deemed to be particularly beneficial and cost-effective, though not in areas that may serve as habitat for protected bird species. Extensive mechanical stabilization measures such as rockfill columns or tieback retaining walls are not expected to be necessary, cost-effective or affordable within the project budget.
- D3.9 The Project will also include the provision of a riverbank access that will bring pedestrians to the edge of the River. It is expected that the access will consist of an aggregate-surfaced path leading down the slope to a flat landing area situated above the Normal Regulated Summer Water Level. This facility will be designed in accordance with the City of Winnipeg's Accessibility Design Standards. The landing should also accommodate the addition of a floating dock system in the future. The successful consultant should consider how the riverbank access might be aligned with re-grading efforts and the construction access in order to minimize impact to the park area.
 - (a) The riverbank access component will be removed from the scope of the construction contract should the overall project costs exceed the available project budget.
- D3.10 The Project may include incidental path re-alignments to accommodate the riverbank works and riverbank access. The project will also include the addition of up to three additional path connections to Lyndale Drive to improve connectivity between the Park and the neighbourhood across Lyndale Drive.
- D3.11 It is expected that the City of Winnipeg will undertake the design, installation and maintenance of the site vegetation following the substantial completion of the Project. However, the Project will include the site grading, including the placement of appropriate growing media for the subsequent site naturalization.
- D3.12 The purpose of this Request for Proposal is to engage a Consultant to undertake an engineering study to evaluate the need for riverbank improvements, and develop a preliminary design, followed by detailed design, the provision of contract administration services and post-construction services for:
 - (a) Riverbank erosion protection along a length of 830 m,
 - (b) Riverbank stability improvements at various locations within the project area,
 - (c) River access and landing at the water's edge,
 - (d) Path realignment and new path connections,
 - (e) Associated landscaping.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
 - (a) Preliminary Design Services (D5);
 - (b) Detailed Design Services (D6);

- (c) Contract Administration Services, including resident and non-resident inspection services; (D7);
- (d) Post Construction Services (D8).

D4.1.1 The Services required under D5, D6, D7 and D8 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (c) City of Winnipeg's current Tree Removal Guidelines;
- (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (e) The current edition of The City of Winnipeg Standard Construction Specifications;
- (f) Winnipeg Pedestrian and Cycling Strategies;
- (g) Current and best practices in pedestrian and cycling infrastructure design;
- (h) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (i) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (j) Best Management Practices Handbook for Activities In and Around the City's Waterways and Watercourses (2005).

D4.3 The funds available for this Project, including all phases and contracts, including for construction, are approximately \$2,500,000.

- (a) The funds available for Consulting Services, including all phases, contracts and allowances is \$375,000.

D5. PRELIMINARY DESIGN SERVICES

D5.1 Preliminary Design services associated with the Contract are described in Appendix A5 and shall include, but not be limited to the following items in D5.2 to D5.9:

D5.2 Data Collection and review

- (a) Review of pertinent background information including LiDAR data, aerial photography, existing reports, and photo library.
- (b) Secure utility locates for any subsurface works.
- (c) Undertake a field program including site reconnaissance, survey and bathymetric survey.
- (d) Undertake an aquatic species habitat assessment.
- (e) In consultation with City of Winnipeg stakeholders, develop mutually agreed-upon design criteria for the project.

D5.3 Geotechnical Investigation and Assessment

- (a) Review existing geotechnical engineering reports, testhole data and instrumentation monitoring results.

- (b) Conduct a geotechnical investigation as required to supplement the available existing information. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to conduct the detailed design of the feasible alternatives.
 - (i) A plan, for the geotechnical investigation shall be submitted and approved by the Project Manager before commencing.
- (c) Evaluate the stability of the existing slopes, along the riverbank considering both existing and proposed conditions. Analyses shall be performed on several cross-sections representative of the range of topographic and subsurface conditions. The analysis shall take into account the available monitoring data and observed conditions.
- (d) Provide recommendations for the detailed design of the erosion protection works, riverbank access and site grading.

D5.4 Hydraulic Review

- (a) Perform a hydraulic analysis to support the design of the erosion protection works.
- (b) Assess channel hydraulics that may result from the works, and provide design recommendations to maximize effectiveness and address potential adverse impacts.

D5.5 Riverbank Access, path realignments and landscaping design

- (a) Develop design concepts for a riverbank access location considering functionality, geotechnical design recommendations, hydraulic design recommendations, safety, maintenance, and durability.
- (b) Options should be evaluated with respect to the project budget, project schedule, constructability, objectionable impacts and performance with the most advantageous option recommended for advancement to detailed design.

D5.6 Regulatory Reviews Approvals and Applications

- (a) Without limiting the generality of C7.17, the successful consultant shall design their works to comply with the following Provincial and Federal regulations and co-ordinate any submissions and applications necessary to obtain requisite approvals.
- (b) Prepare and submit required documentation, and applications to the satisfaction of DFO (Department of Fisheries and Oceans) on behalf of the City of Winnipeg pursuant to The Fisheries Act.
 - (i) In consideration of the milestones and anticipated timelines for the regulatory approvals that may be required to undertake various project design concepts, the proponent should outline, in their proposal, the design and administrative strategies and contingencies that will account for the potential constraints.
- (c) Prepare and submit a Heritage Resource Impact Assessment to the satisfaction of the Historic Resources Branch, on behalf of the City of Winnipeg, pursuant to The Heritage Resources Act.
- (d) If required by the nature of the design, submit required applications and documentation under the Canadian Navigable Waters Act.
- (e) Design and schedule works with consideration of the Migratory Birds Convention Act and Species at Risk Act ensuring the required protections for the species and their habitat.
 - (i) It is believed that the riverbank along Lyndale Drive is a nesting site for Bank Swallows which are listed as a Threatened Species under the Species at Risk Act.

D5.7 Coordinate design and construction planning activities with City representatives from various departments and identify Parkland use and opportunities/constraints relative to the undertaking of the riverbank works.

- D5.8 Prepare a Preliminary Design Report discussing the findings of the investigations, the analysis results and proposed measures, including:
 - (i) Background and site information.

- (ii) Presentation of options considered and evaluation of options, including a recommendation for the preferred design.
- (iii) Stability assessment of existing and proposed works.
- (iv) Hydraulics assessment of the proposed works.
- (v) Preliminary design drawings for the recommended option.
- (vi) Cost estimate (class 3).

D5.9 The Preliminary Design Report will be submitted to the Project Manager for circulation and review prior to finalizing and proceeding to the Detailed Design phase. Time for review and feedback should be included in the schedule.

D6. DETAILED DESIGN (INCLUDING TENDER PREPARATION)

D6.1 Detailed Design services associated with the Contract are described in Appendix A6 and shall include, but not be limited to the following items in D6.2 to D6.4:

D6.2 For the purposes of this RFP and the proponent's fee proposal, it should be assumed that a riprap blanket will be the preferred erosion protection technique, and that this approach will be advanced to detailed design and construction.

D6.3 Prepare and submit a Waterway Permit application and Development Permit Application in the requisite form and with supporting documentation pursuant to the City of Winnipeg By-laws.

D6.4 Laisse with City of Winnipeg and external stakeholders through the design process, ensuring interests are appropriately considered and addressed in the project design.

D7. CONTRACT ADMINISTRATION SERVICES

D7.1 Contract administration services including resident and non-resident contract administration services associated with the Contract are described in Appendix A7 and shall include, but not be limited to the following items in D7.2 to D7.5:

D7.2 Resident contract administration services

- (a) Resident contract administration services associated with the Contract are described in Appendix A7.5
- (b) Resident contract administration services shall include full-time inspection of any in-ground or in-water works.

D7.3 Carry out field work and monitoring as recommended by the Heritage Resource Impact Assessment, and/or as required by the Heritage Resources Branch.

- (a) As per B9.2(c) the fee proposal shall include an allowance for on-site monitoring or other measures required to mitigate impacts to Heritage Resources.
 - (i) A detailed plan, including cost estimates, for the heritage resource monitoring shall be submitted and approved by the Project Manager before commencing.

D7.4 Carry out field work and monitoring as required by the Department of Fisheries and Oceans in response to submissions made under D5.6(b).

- (a) As per B9.2(d) the fee proposal shall include an allowance of for undertaking mussel relocations or other measures required to mitigate impacts to fisheries or fish habitat.
 - (i) A detailed plan, including cost estimates, for undertaking mussel relocation or other fisheries mitigation efforts shall be submitted and approved by the Project Manager before commencing.

D7.5 The Consultant shall be responsible for preparing and delivering project and construction related notices to residents, in consultation with City of Winnipeg communications staff and the Project Manager.

D8. POST CONSTRUCTION SERVICES

- D8.1 Post Construction services associated with the Contract are described in Appendix A8 and shall include, but not be limited to D8.2:
- D8.2 Prepare and submit a final construction report including record drawings and geotechnical monitoring results upon completion of construction.

D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D9.1 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.
- D9.1.1 The Contractor 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.
- D9.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D11. SAFE WORK PLAN

- D11.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 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>

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D12.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.
- D12.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D12.2(a) and D12.2(b).
- D12.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D12.9.
- D12.7 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.
- D12.8 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.
- D12.9 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) the Safe Work Plan specified in D11; and
 - (iii) evidence of the insurance specified in D12.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D17.1
- D13.3 The City intends to award this Contract by August 8, 2022.

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) October 28, 2022: Post Tender;
 - (b) March 15, 2023: Complete any in-water and other winter construction activities;
 - (c) July 31, 2023: Complete path, riverbank access and site restoration.

D15. COVID-19 SCHEDULE DELAYS

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the [Services](#) shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D15.2 If the Consultant is delayed in the performance of the [Services](#) by reason of the COVID-19 pandemic, the [Services](#) schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of [Services](#), the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of [material](#) or work by others.
- D15.4 For any delay related to COVID-19 and identified after [Services have](#) commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The [Services](#) schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D15.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

D16. INVOICES

- D16.1 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

D16.2 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.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

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

THIRD PARTY AGREEMENTS

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D18.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D18.2 For the purposes of D18:

- (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.

D18.3 Indemnification By Consultant

D18.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D18.4 Records Retention and Audits

D18.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents,

copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D18.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D18.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D18.5 Other Obligations

D18.5.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D18.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D18.5.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D18.5.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

Appendix A – Definition of Professional Consultant Services – Engineering

1 DEFINITIONS

- 1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- 1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- 1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- 1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

2 INTRODUCTION

- 2.1 Further to the General Conditions for Consultant Services, it is the intent of this Appendix to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

3 GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- 3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- 3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- 3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- 3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

4 PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- 4.3 Advisory services include, but are not limited to:

- (a) Expert Testimony;
- (b) Appraisals;
- (c) Valuations;
- (d) Rate structure and tariff studies;
- (e) Management services other than construction management;
- (f) Feasibility studies;
- (g) Planning studies;
- (h) Surveying and mapping;
- (i) Geotechnical investigations;
- (j) Hydrological investigations;
- (k) Safety audits;
- (l) Value engineering audits;
- (m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- (n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

5 PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”

5.2 Engineering services for preliminary design normally precede the detailed design of a Project.

5.3 Preliminary design services include, but are not limited to:

- (a) Preliminary engineering studies;
- (b) Engineering investigations;
- (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
- (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
- (e) Functional planning;
- (f) Formal and/or informal consultations with stakeholders and/or the general public
- (g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
- (i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- (j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- (k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

6 PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”

6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.

6.3 Detailed design services include, but are not limited to:

- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
- (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- (c) Formal and/or informal consultations with stakeholders and/or the general public;
- (d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
- (e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
- (f) Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
- (g) Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
- (h) Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
- (i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- (j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- (k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

7 PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”

7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.

7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.

7.4 NON-RESIDENT Contract Administration services include but are not limited to:

- (a) Consultation with and advice to the Project Manager during the course of construction;
- (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
- (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;

- (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
- (e) Provision to the Project Manager of a complete, current monthly Project status report;
- (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
- (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
- (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
- (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
 - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

7.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - (i) Inspection of placement and acceptance erosion control materials and installation
 - (ii) inspection and acceptance of excavations or borings for shear keys and rockfill columns.
 - (iii) inspection and acceptance of rockfill compaction for shear keys and/ rockfill columns
 - (iv) inspection and acceptance of riverbank re-grading works
 - (v) inspection and acceptance of excavations for and installation of all buried utilities;
 - (vi) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- (b) Further to 7.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - (i) full time inspection and/or testing of watermains and sewers;

- (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
 - (iv) full-time inspection during rockfill column or shear-key drilling and backfilling and during any in-water works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
 - (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
 - (e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
 - (f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
 - (g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
 - (h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
 - (i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
 - (j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
 - (k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
 - (l) Promptly report any significant and unusual circumstances to the Project Manager;
 - (m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
 - (n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
 - (o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

8 PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.

8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:

- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format

- (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
- (c) Provision of inspection services during the warranty period of the construction contract;
- (d) Provision of inspection services (as per (a)) for maintenance (paid) items within the warranty period of the construction contract;
- (e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
- (f) Prompt resolution of:
 - (i) deficiencies in design
 - (ii) outstanding construction contract warranty issues
- (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- (h) Provision of record drawings, within three (3) months of Substantial Performance date;
- (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

9 PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”

9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.

9.3 Engineering Services called Additional Services include but are not limited to:

- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Start-up and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City;
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
- (g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.