



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 187-2021

**PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR SOUTH WINNIPEG
RECREATION CAMPUS - PHASE 1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR SOUTH WINNIPEG RECREATION CAMPUS - PHASE 1

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 5, 2021.

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. PROPONENTS' CONFERENCE

B3.1 The City will hold a virtual Proponents' conference for interested Proponents and their respective Proponent Team Members on June 18, 2021 at 1 p.m.

B3.2 Proponents wishing to attend the Proponents' conference are required to register by notifying the Project Manager identified in D2 by email a minimum of three (3) Business Days prior to the date of the conference with each individual's name, company name and email address.

B3.3 The Proponent conference will be conducted through Microsoft Teams. An email invite will be sent out to registered Proponents two (2) Business Days prior to the date of the conference.

B3.4 The purpose of the Proponents' conference is to present an overview of the Project and to respond to questions regarding the RFP and the Project. Attendance at the Proponents' conference is optional. Proponents and Proponent Team Members are encouraged to attend.

(a) Proponents shall not be entitled to rely on any information, written or oral, or any interpretations or opinions offered at the Proponents' conference unless that information or interpretation is provided formally by the City by addendum to the RFP.

(b) The anticipated agenda for the conference is as follows

- (i) Introductions;
- (ii) Project overview;
- (iii) Phase 1 overview;
- (iv) City's Project Management Manual overview;
- (v) RFP process and schedule;
- (vi) Q&A; and
- (vii) Wrap-up.

(c) The City may disclose the identification/name of Persons attending the Proponent conference.

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) Section A - Form A: Bid/Proposal in accordance with B8; and
 - (b) Section B - Form P: Person Hours in accordance with B9.

- B7.2 The Proposal should also consist of the following Sections:
- (a) Section C – Executive Summary in accordance with B10;
 - (b) Section D – Project Organizational Approach in accordance with B11;
 - (c) Section E – Past Project Experience in accordance with B12;
 - (d) Section F – Qualifications, Experience and Education of Key Individuals in accordance with B13;
 - (e) Section G – Project Management Methodology in accordance with B14; and
 - (f) Section H – Schedule in accordance with B15.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 The Proposal should be submitted in a PDF form; with a font of not less than 11 pt Arial for 8.5"x11" pages and a font of not less than 9 pt Arial for 11"x17"pages; margins of not less than 0.75"; and linespacing of not less than single.
- B7.5.1 Further to B7.5, anything included as an appendix will not be evaluated.
- B7.6 Proposal format should include a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.7 Each Proponent is reminded that the objective of its Submission is to assist the City in selecting the most qualified Proponent. In this regard, Proponents should endeavour to demonstrate in their Submission how the Proponent is highly qualified to address the particular challenges, requirements, and opportunities of the Project and meet the City objectives.
- B7.8 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.8.1 Proposals will **only** be accepted electronically through MERX.
- B7.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).
- B7.10 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 his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- 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 his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- 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 D5 Scope of Services.
- B9.2 The Proponent shall utilize and submit Form P: Person Hours, making all required entries to summarize Fee Proposal for the proposed Services in the following Scope of Services Phases, that will be used in the evaluation of fees:
- (a) Pre-Design Development (PD) phase in accordance with D5.5;
 - (b) Design Development (DD) phase in accordance with D5.6;
 - (c) Contract Document (CD) phase in accordance with D5.7;
 - (d) Tendering/Bidding (TB) phase in accordance with D5.8;
 - (e) Contract Administration (CA) phase in accordance with D5.9; and
 - (f) Closeout (CO) phase in accordance with D5.10.
- B9.2.1 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B9.1.
- B9.2.2 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- 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), but shall exclude the costs of any materials testing, soils and hazardous materials investigation 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).
- B9.7.1 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 D13. Any such costs shall be determined in accordance with D13.

B10. EXECUTIVE SUMMARY (SECTION C)

- B10.1 Proponent to limit Executive Summary to three (3) pages.
- B10.2 Each Proponent may utilize the Executive Summary to present, in summary, its Proponent Team capabilities, experience, strengths and the advantages which it brings to the challenges, risks and opportunities of the Project to meet the City objectives. This section should highlight the information already included in a Proponent's RFP Submission that the Proponent considers most significant to present in this section.

B11. PROJECT ORGANIZATIONAL APPROACH (SECTION D)

- B11.1 The Proposal should briefly describe the approach to overall team formation and coordination of team members.
- B11.2 The Proponent should provide the following information of the Proponent and Individual Proponent Team Members, in tabular form:
- (a) Proponent Representative and Proponent Representative Contact Individual:
 - (i) Name of Proponent e.g. ABC Joint Venture;
 - (ii) Name of Proponent Representative i.e. Business Organization e.g. ABC PM Canada;
 - (iii) Proponent Representative: mailing Address, telephone number, email address, and web-site address;
 - (iv) Proponent Representative: number of years in business, average volume of work in the last five (5) years, number of employees globally, corporate and office location(s),
 - (v) Name and Title of Proponent Representative Contact Individual e.g. John Doe, PMP, ABC PM Canada;
 - (vi) Proponent Representative Contact address, telephone number, and email address; and
 - (vii) Role and summary Scope of Services in Project.
 - (b) Proponent and Proponent Lead Team Members(s) Composition:
 - (i) Name of Proponent e.g. ABC PM Canada;
 - (ii) Name of Company/Firm e.g. XYZ Environmental Canada Ltd.;
 - (iii) Role e.g. Environmental Team Lead;
 - (iv) Anticipated Equity Participation (%) e.g. 10%;
 - (v) Summary Scope of Work/Responsibilities in Project e.g. Responsible for overseeing all the environmental components for the Project; and
 - (vi) Name/Title of Lead Individual e.g. Jane Doe, Senior Vice Principal
- B11.3 The Proponent should provide its proposed Proponent and all Proponent Team organizational structure as follows:
- (a) provide an organizational chart of the Proponent and all Proponent Team Members that identifies the name(s) of the Proponent and the Proponent Team Members; role and proposed reporting relationships pertaining to the following:

- (i) the Proponent reporting to the City of Winnipeg, and direct reports to the Proponent; and
 - (ii) Project Management Team Lead and any related Proponent Team Members, and direct reports to the Project Management Team Lead, including Subject Matter Experts (SME), such as but not limited to, Schedule, Cost, Quality, Resource, Communications, Risk, Procurement, and Stakeholders.
 - (b) include in the organizational chart the names of the Key Individuals in each Proponent Team, performing the various functions, personnel reporting relationships and per cent of their time to be dedicated to the Project in accordance with the Scope of Services identified in D5.
 - (c) Key Individuals assigned should have:
 - (i) similar role as in this Project with similar complexity, scope and value; and
 - (ii) carried out the work within the last ten (10) years.
 - (d) other critical support staff that may be required under the Project should be identified.
- B11.4 The Proponent should describe the relationship to be established by including the following:
- (a) a brief description of the Proponent and Proponent Team Members explaining the management structure, interface arrangements, dispute resolution mechanisms including roles and responsibilities;
 - (b) the Proponent communication plan and coordination among the Proponent and their Proponent Team;
 - (c) the planning, supervision and decision-making responsibilities of the Proponent, Proponent Team Leads and Proponent Team Members;
 - (d) indicate the risk allocation plan for the Project among the Persons comprising the Proponent;
 - (e) provide a chart or table that lists the projects where the Proponent and Proponent Team Members have previously worked together, and in what role/capacity; and
 - (f) describe the commercial relationship(s) to be established between the Proponent and Proponent Team Members.
- B11.5 The Proponent should describe the following capabilities or capacities substantiating with projects where applicable:
- (a) approach to ensuring suitable and effective integration of the functions of the Proponent and Proponent Team Members;
 - (b) how the Proponent intends to take on the challenge of successfully completing this Project at every stage of the Work and why the City should select their team. Address the advantage that the Proponent and the Proponent Team brings to the City indicating key differences and value proposition; and
 - (c) the Proponent's approach to developing a successful working relationship with the City and City Project Team.

B12. PAST PROJECT EXPERIENCE (SECTION E)

- B12.1 Proponent should describe past project experience to demonstrate similar complexity, scope and value on three (3) projects.
- B12.1.1 For each project listed, the Proponent should submit:
- (a) past project name, include City Bid Opportunity/Tender number if applicable or other Bid Opportunity/Tender information as reference;
 - (b) past project owner, location and contact information;
 - (c) past project overall scope description;

- (d) relevance of past project to the Project and accomplishments on past project that may relate to this Project;
- (e) Proponent/Proponent Team members role and responsibility on past project;
- (f) how implemented Client's internal project management policies and procedures;
- (g) how integrated a record management document system with client and other Proponents;
- (h) how met project quality objectives;
- (i) total project cost: original vs. final, explain difference; and
- (j) total project schedule (start-finish dates): original vs. actual project delivery, explain difference.

B12.1.2 For each past project, the project should:

- (a) be carried out within the last ten (10) years in which the project has reached Total Completion and the warranty period has lapsed;
 - (i) consider to include City of Winnipeg past projects.
- (b) be a large municipal construction project; > \$30 million CAD.

B12.1.3 Reference information (two current names with telephone numbers and email addresses per project) must be made available upon request of the Project Manager.

B13. QUALIFICATIONS, EXPERIENCE AND EDUCATION OF KEY INDIVIDUALS (SECTION F)

B13.1 Proposal should include, in tabular form:

- (a) names of Key Individuals assigned to the Project as identified in B11.3(b), who shall not be substituted without written permission from the Project Manager;
- (b) the qualifications, experience and education of the Key Individuals assigned to the Project including:
 - (i) current employer – Proponent/Proponent Team member;
 - (ii) job title;
 - (iii) educational background, degrees and specialized training;
 - (iv) professional affiliations;
 - (v) proposed role and scope of responsibility in this Project;
 - (vi) years of experience administering government projects for the in the past 10 years;
 - (vii) years of experience in current position;
 - (viii) total years of experience; and
 - (ix) years of experience similar to the proposed role for this Project.
- (c) For each Key Individual identified in B13.1(a), list two (2) past projects, comparable in scope, size, and complexity, in which the person listed did comparable work and played a comparable role to this Project and provide the following:
 - (i) name and location of past project (include Tender Number as reference);
 - (ii) past project owner;
 - (iii) description of past project;
 - (iv) role and responsibility on past project; and
 - (v) percentage of time assigned to past project.

B13.1.1 Further to B13.1(c), and upon request of the Project Manager, the Proponent must be able to provide, for each Key Individual identified in B13.1(a), one current reference for each past project listed, including contact name, title, role on past project, telephone number, and email address.

B13.2 The City considers Key Individuals in the Project Management Team to have formal Project Management training with corresponding certifications and designations such as Project Management Professional (PMP).

B13.3 The Proposal shall include all Key Individuals assigned to the Project as identified in B11.3(b) and other critical support staff as identified in B11.3(d) in Form P: Person Hours in accordance to B9.2 for all phases identified in D5 Scope of Services.

B14. PROJECT MANAGEMENT METHODOLOGY (SECTION G)

B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Methodology should be presented in accordance with the Scope of Services identified in D5.

B14.2 Proposals should address:

- (a) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>;
- (b) the collaborative process/method to be used by the Proponent in all phases of the Project;
- (c) the team's understanding of working in a political environment;
- (d) the team's understanding of the broad functional and technical requirements and urban design issues;
- (e) the team's understanding of communication and record keeping strategies;
- (f) the team's understanding of Climate Change goals and Accessibility principles and how they apply to the Project;
- (g) all activities and services to be provided by the City and the proposed budget;
- (h) the deliverable(s) of the Project;
- (i) any assumptions made with respect to the Scope of Services, and
- (j) any other relevant information that conveys your team's understanding of the Project requirements.

B15. PROJECT SCHEDULE (SECTION H)

B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Individuals), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B15.2 The Proponent's schedule should include a clear understanding of the critical stages as outlined in D11 and consideration of review and approval times by the City and other stakeholders anticipated during each of the phases of the Project. Reasonable times should be allowed for completion of these processes.

B15.3 Resource Assignment on Form P: Person Hours should match B15.1.

B16. SUBSTITUTIONS

B16.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Individual, or change the role or scope of work of any Proponent Team Member or Key Individual after the RFP Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.

B16.2 If a Proponent submits a request pursuant to this provision, the following shall apply:

- (a) provide, in detail, the ramifications of the substitute or removal of a Proponent or Key Individual to the change to the Proponent's structure and a justification for such proposed change; and
- (b) the replacement of a Proponent Team Member or Key Individual has equal or better qualifications and experience than the original Proponent Team Member; or
- (c) the proposed change in scope of work is likely to result in equal or better performance by the Proponent.

B16.3 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Individual pursuant to B18.5. Any such replacement Proponent Team Member and/or Key Individual is at the City's sole discretion, and shall require the City's prior written consent.

B17. DISCLOSURE

B17.1 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.

B17.2 The Persons are:

- (a) Colliers International
 - (i) Assisted the City in developing and exploring financial business case options for operation of the new facility including potential third party operations
- (b) Braid Solutions Inc.
 - (i) provided recreation service and community needs assessments in Appendix A and Appendix B
- (c) Gibbs Gage Architect
 - (i) provided preliminary design and building program options through the feasibility study document in Appendix C
- (d) David Hewko Planning + Program Management
 - (i) provided preliminary business plan and governance options in conjunction with the Gibbs Gage feasibility study
- (e) fBLOK Architectue Inc
 - (i) assisted the City in exploring additional building and site planning options in conjunction with the planned developments on the adjacent 25 acre school site

B18. CONFLICT OF INTEREST AND GOOD FAITH

B18.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B18.2 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.
- B18.3** In connection with its Proposal, each entity identified in B18.2 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.
- B18.4** Without limiting B18.3, 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.
- B18.5** Without limiting B18.3, 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 B18.4 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.
- B18.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B19. QUALIFICATION

B19.1 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.
- B19.2 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>
- B19.3 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 project management 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; and
 - (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; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B19.4 The Proponent shall submit, within two (2) 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.
- B19.5 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.
- B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B20.1 Proposals will not be opened publicly.
- B20.2 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.
- B20.3 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).
- B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B21. IRREVOCABLE OFFER

- B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B21.2 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.

B22. WITHDRAWAL OF OFFERS

- B22.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B23. INTERVIEWS

- B23.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B24. NEGOTIATIONS

- B24.1 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.
- B24.2 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.
- B24.3 If, in the course of negotiations pursuant to B24.2, 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.

B25. EVALUATION OF PROPOSALS

- B25.1 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 B19: (pass/fail)
 - (c) Fees (Section B); 10%
 - (d) Executive Summary (Section C); 5%
 - (e) Project Organizational Approach (Section D); 15%
 - (f) Past Project Experience (Section E); 15%
 - (g) Qualifications, Experience and Education of Key Individuals (Section F); 20%
 - (h) Project Management Methodology (Section G); 30%
 - (i) Project Schedule (Section H). 5%
- B25.2 Further to B25.1(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.

- B25.3 Further to B25.1(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.
- B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 Further to B25.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B25.6 Further to B25.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.12.
- B25.7 Further to B25.1(d), the information will be evaluated considering the requirements set out in B10.
- B25.8 Further to B25.1(e), the Proponent will be evaluated considering the requirements set out in B11; and the information submitted in response to B11.
- B25.9 Further to B25.1(f), the Proponent will be evaluated considering the requirements set out in B12 and the information submitted in response to B12 on Projects of comparable size and complexity.
- B25.10 Further to B25.1(g), the Proponent will be evaluated considering the requirements set out in B13 and the information submitted in response to B13 on Projects of comparable size and complexity.
- B25.11 Further to B25.1(h)B25.1(g), the Proponent will be evaluated considering the requirements set out in B14 and the information submitted in response to B14 and considering firm's understanding of the City's Project and project management approach.
- B25.12 Further to B25.1(i), the Proponent will be evaluated considering the requirements set out in B15 and the information submitted in response B15 and considering the Proponent's ability to comply with the requirements of the Project.
- B25.13 Notwithstanding B25.1(e) to B25.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B25.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B26.14.1 The City may, in its sole discretion, interview any or all Proponents and Proponent Team Leads and other Proponent Team Members during the evaluation process to provide clarification in relation to its RFP Submission. The City may adjust its scoring of a Proponent RFP Submission based on the clarification information received by the City during the interview.
- B25.15 The City has full power to conduct an independent verification of information in any RFP Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed Team Members.
- B25.15.1 Reference checks may be used to confirm information provided and may not be restricted to only those submitted by the Proponent or Proponent Team Member, and may include organizations representing Persons known to have done business with the Proponent or Team Member.
- B25.15.2 References submitted by the Proponent or Proponent Team Members are expected not to be employed by any Proponent or any Proponent Team Member or to financially benefit from the reference or success of the Proponent or Team Member in the RFP process.
- B25.15.3 Incorrect or out of date contact information for a reference may negatively impact the evaluation.

B25.15.4 References provided by the Proponent or Proponent Team should be able to communicate in English either directly or through a translator.

B25.16 In the event of a tie in the final aggregate score of two or more Proponents, their respective ranking will be re-established based on their total score for B25.1(h).

B26. AWARD OF CONTRACT

B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B26.2 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.

B26.2.1 Without limiting the generality of B26.1, 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.

B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B26.4 The City may, at its discretion, award the Contract in phases.

B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B26.6 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

B26.6.1 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.

B26.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B26.8 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 D13 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B26.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B26.10 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 2017-03-24) 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. PROJECT MANAGER

D2.1 The Project Manager is:

Brent Piniuta, P.Eng.

Telephone No. 204 986-3816

Email Address: bpiniuta@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.

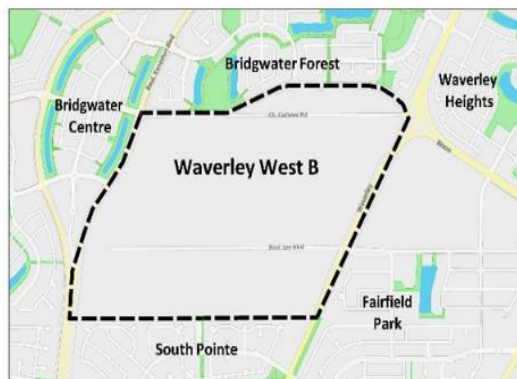
D3. BACKGROUND

D3.1 With an anticipated population of approximately 40,000 to 50,000 people once fully developed, the Waverley West area currently has no public recreation facility, community centre or community library. In order to meet level of target service requirements, new program space is required, including gymnasium/multi-purpose space, indoor pool, library and parks space.

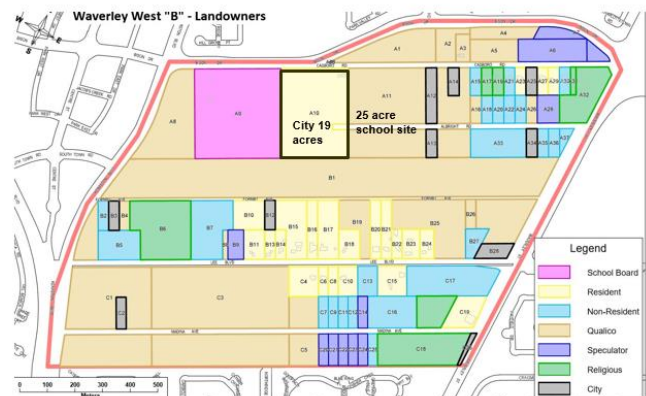
D3.2 The City of Winnipeg has acquired 19 acres in Waverley West Neighbourhood 'B' for the purpose of developing the South Winnipeg Recreation Campus. The vision for the site includes the development of a phased multi-use-generational recreation facility with regional leisure pool with lap tank, multiple gymnasiums and multi-purpose rooms, fitness space, a community library, a community spray pad, adjacent park space and athletic fields and potential future twin arena. The site is to also include a future new firehall to service this growing community.

D3.3 The diagram below on the left shows the entire Waverley West Neighbourhood 'B'. The diagram below on the right shows the location of the 19 acres.

Waverley West Neighbourhood B- Context Map



Waverley West Neighbourhood B- Property Ownership



D3.4 At an estimated cost of \$80M to \$100M, the 19-acre South Winnipeg Recreation Campus (SWRC) will be the largest investment in recreation in Winnipeg's history. As such, project management oversight and resourcing has been carefully considered in order to ensure timely and cost-effective delivery.

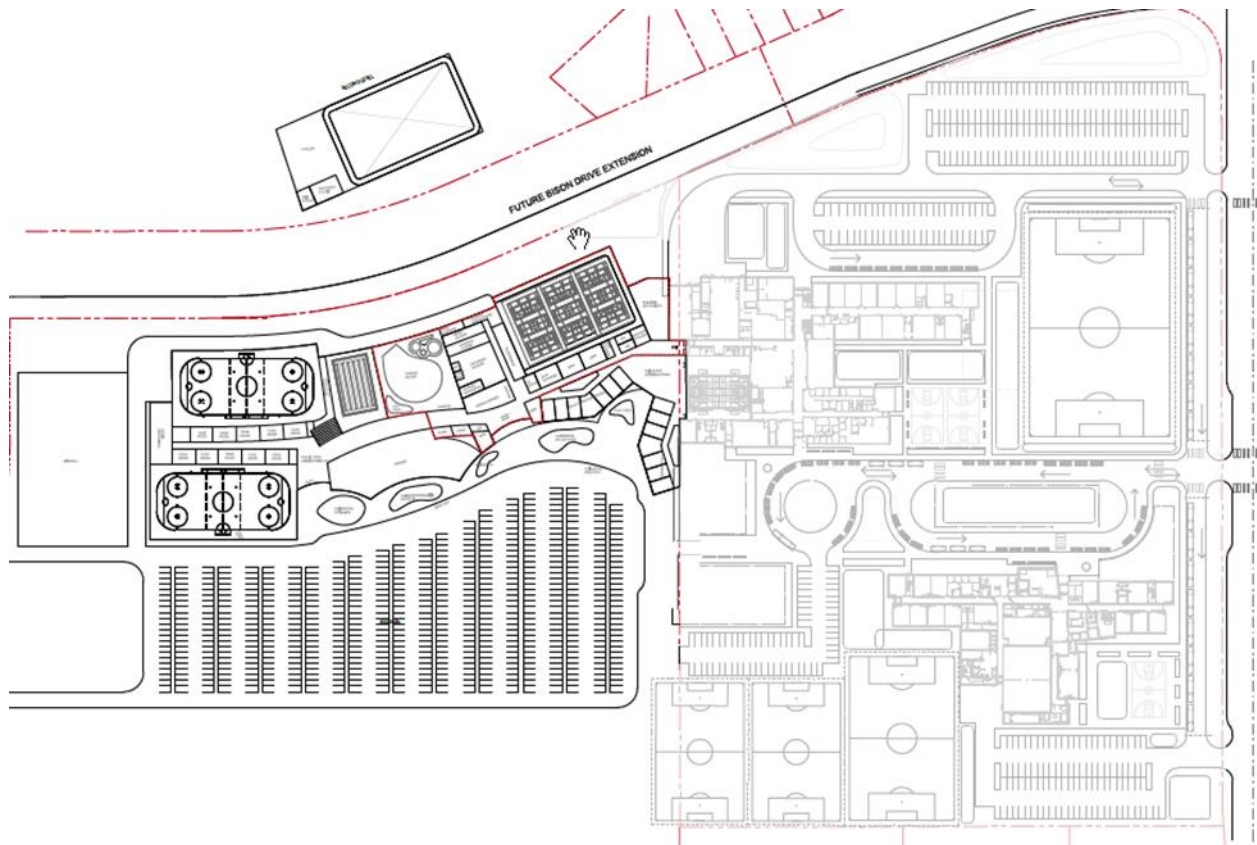
D3.5 The following documents provide further background information:

- (a) Braid – South Winnipeg Recreation Initiative – Stakeholder Consultation and Recommendations, October 31, 2014 (Appendix A);
- (b) Braid – SWRC Planning and Feasibility Project – Project Charter, October 24, 2016 v1.9 (Appendix B);
- (c) Gibbs Gage Architect - SWRC Feasibility Study – Final Report, July 4, 2019 (Appendix C); and
- (d) SWRC Revised Layout – June 22, 2020 (Appendix D)

D3.6 Due to funding limitations, the City contribution to Phase 1 was approved by Council on July 23, 2020 which includes:

- (a) three (3) gymnasiums with mezzanine walking/running track and fitness areas;
- (b) several multi-purpose program meeting spaces of various sizes;
- (c) change rooms, offices, washrooms and lobby/common space to support the above;
- (d) potential tenant lease space compatible with the use which could include food service, or health related support spaces (e.g. physiotherapy);
- (e) parking and related site development for Phase 1;
- (f) a community spray pad;
- (g) an attached daycare facility; and
- (h) a vocational school addition attached to the adjacent high school but to be delivered by the City as part of this Phase 1 Project.

D3.7 The diagram below depicts the latest site development plan (see Appendix D):



- D3.8 The Phase 1 construction costs are estimated at \$66,000,000. Consultant fees, furniture/fixtures and equipment expenses, contingencies, and overhead costs are extra. Other phases of the overall campus will be developed as funding is identified and approved.
- D3.9 The site is adjacent to a 25-acre parcel acquired by Pembina Trails School Division which is being planned for a new high school with a vocational wing and a K-8 school. As part of the funding arrangement between the City and the Province, a daycare building (to be attached to the recreation centre) and vocational wing (to be attached to the high school) will be constructed by and owned by the City of Winnipeg. These additional components will be integral components of the Phase 1 work.
- D3.10 The City has been working collaboratively with area stakeholders on the development of the proposed recreation campus, including the Pembina Trails School Division and South Winnipeg Action Team (SWAT). Opportunities to allow for shared site amenities with the school division have been explored to reduce duplication of spaces and the intent is that the new South Winnipeg Recreation Campus will be attached to or be directly adjacent to the new high school.
- D3.11 The City is currently considering two operating models for the new South Winnipeg Recreation Campus, one City run, the other through a long-term lease with the YM/YWCA. The YM/YWCA may be an operating partner in the facility.
- D3.12 In order to meet the City of Winnipeg's Climate Change goals, the project team will meet the City's Green Building Policy and explore opportunities for a low carbon or zero carbon facility and site development respecting City Sustainability Initiatives.
- D3.13 The City of Winnipeg client groups for the Project, Phase 1, include but not limited to:
- (a) Community Services Department (CmS) – recreation and library programming (future library);
 - (b) Assets and Project Management Department (APM), Municipal Accommodations Division (MA) – facility maintenance and operations;
 - (c) Planning, Property and Development Department (PPD), Urban Planning & Design Division (UPD) – spray pads and park planning;
 - (d) Public Works Department (PWD), Parks and Open Space Division (POS) – parks maintenance and service provision;
 - (e) Winnipeg Fire and Paramedic Services (WFPS) – future firehall.
 - (f) Planning, Property and Development Department (PPD), Real Estate and Land Development – site access easements;
 - (g) Water and Waste Department (WWD) – water and sewer services; and
 - (h) Public Works Department (PWD) – roads and active transportation.
- D3.14 The City's Assets and Project Management Department, Project Delivery Office (PDO) has the overall management and authority of the delivery of the Project on behalf of the City's client groups.
- D3.15 The City's Project Manager within PDO has the following duties and responsibilities:
- (a) manage the contracts of the Project Management Services Consultant, Architectural Design Consultant, Contractor, Commissioning Agent, and Environmental Consultant;
 - (b) administer any other client initiated sub-task outside the mandate of the Architectural Design Consultant and Contractor;
 - (c) provide project assistance for contract management, communications, and administration;
 - (d) prepare project updates and reports to the client groups on all aspects of the Project as required; and
 - (e) chair Joint Project Team (JPT) and/or Sub-Working Group (SWG) meetings including distribution of agenda, minutes and action/recommendation items.

D3.16 Appendix E shows a SWRC Project Management structure chart. Updates to this structure may occur throughout the Project.

D4. OBJECTIVE OF PROJECT MANAGEMENT SERVICES CONTRACT

D4.1 The City requires a Project Management firm to provide professional project management services from now to the end of Phase 1 which includes the design, construction, commissioning, and occupancy of the South Winnipeg Recreation Campus and site development.

D4.2 The Proponent will work closely with the Project Manager to deliver the Project on time, within the assigned budget, 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> and Major Capital Project reporting requirements.

D4.3 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise and oversight capability; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Proponent is of the opinion is not consistent with good industry practice.

D5. SCOPE OF SERVICES

D5.1 The services to be provided by the Project Management (PM) Team shall be as required to support the City's Project Delivery Office (PDO) in the oversight, execution, and control of all aspects of the Project for Phase 1.

D5.2 The primary responsibility of the PM Team will be to support the City's PDO in the successful delivery of the Project. Successful delivery of the Project includes that it is delivered within the assigned budget and schedule and the Project meets the quality of standards expected by the client groups, public and elected officials.

D5.3 The PM Services will be delivered from Pre-design to the completion of the Construction and Warranty for Phase 1, with the following general responsibilities:

- (a) support the PDO in the oversight of the Architectural Design Consultant;
- (b) support the PDO in the oversight of the Contractor; and
- (c) provide services as project liaison to oversee and manage communications, coordination and resolution of project matters between all project parties and stakeholders including the City Project Manager, Architectural Design Consultant, External Stakeholders, and Technical Advisory Committees (refer to Appendix E - SWRC Project Management Structure).

D5.4 The general services to be provided throughout the Project include but not limited to:

- (a) implement, control and maintain a document management system that allows the flow of information amongst all parties;
- (b) provide monthly update report to PDO respecting project status including budget and schedule and provide options analysis/recommendation as required to ensure compliance with the Project's budget and schedule;
- (c) review monthly deliverables and invoices submitted by the Architectural Design Consultant and make recommendations to PDO on acceptance;
- (d) implement a Risk Management Plan, provide associated monthly updates, and advise recommended actions to be taken on critical risk;
- (e) attend biweekly PDO and JPT meetings, including preparing agenda, minutes, action items and upcoming work;
- (f) attend weekly check-in meetings with the PDO and Architectural Design Consultant as required; and

- (g) engage Project Management oversight by undertaking:
 - (i) project planning and document control;
 - (ii) production of monthly status report and regular monitoring of project work;
 - (iii) project scheduling monitoring including look ahead schedules and detailed workplans;
 - (iv) project Cost Control process including forecasting costs to complete;
 - (v) cash flow management, including earned value management;
 - (vi) quality control management and assurances;
 - (vii) manage project records; and
 - (viii) update and oversight of Risk management process.

D5.5 In the Pre-Design Development (PD) phase, services include but not limited to:

- (a) assist with Project Charter;
- (b) develop Project Delivery Plan (PDP);
- (c) develop Stakeholder Assessment and Communication Plan;
- (d) complete Risk Event Identification checklist;
- (e) develop Risk Management Plan (RMP);
- (f) complete Environmental Impact checklist;
- (g) set up Issue and Decision log;
- (h) assist the City in procuring the Architectural Design Consultant by undertaking responsibility for RFP development and tendering in coordination with Materials Management; and provide coordination and oversight of the RFP evaluation process; and
- (i) implement a document and file management system that tracks documents with access available to all parties involved in the project.

D5.6 In the Design Development (DD) phase, services include but not limited to:

- (a) attend biweekly JPT meetings (City, client groups, Architectural Consultant Design Team);
- (b) assist PDO with the review and response to Architectural Design Consultant "Design Information Requests" (DIR), including outreach to internal and external stakeholders as required to formulate the appropriate response;
- (c) assist in coordination of City's requirements for Building Automation, Security, Information Technology (IT), Accessibility, including Furniture, Fixtures and Equipment (FF&E);
- (d) oversee the Architectural Design Consultant's work respecting public and stakeholder engagement activities;
- (e) oversee the Architectural Design Consultant's preparation of a schematic design for subsequent phases, which are currently unfunded, that include an aquatic facility addition with leisure pool, lap pool and change rooms, a community library and a possible future twin arena addition. Development of athletic fields and a location for a firehall also must be considered for future phases;
- (f) oversee the Architectural Design Consultant's work to meet City's Green Building Policy, Accessibility Policy, Climate Action Plan and Climate Change goals;
- (g) oversee the Architectural Design Consultant's preparation of cost estimates; and
- (h) oversee the Architectural Design Consultant in their development and tendering of a Request for Qualification (RFQ) for General Contracting Services for the shortlisting of prospective Contactors for construction services.

D5.7 In the Contract Document (CD) phase, services include but not limited to:

- (a) assist PDO staff with the day to day needs of the Project including budget, schedule, quality, and risk;

- (b) regularly review project budget which must include current status as well as forecasts;
 - (c) validate current project schedule; associated reviews must provide comment to the PDO on critical path and logic relationships;
 - (d) manage major risks specifically related to approvals, schedule and budgets, and provide risk mitigation recommendations to the PDO;
 - (e) maintain oversight of regulatory permit submissions and approval status respecting the Building Permit process;
 - (f) support the PDO on any required alternate resolution strategies related to Authorities Having Jurisdiction;
 - (g) provide weekly reporting to PDO on project budget and schedule briefing in addition to monthly status reporting;
 - (h) assist PDO with the review of cost estimates obtained at the 33%, 66% and 99% intervals provided by the Architectural Design Consultant;
 - (i) assist PDO with design review responses at CD milestones (33%, 66%, 99%, 100%) from client groups and assemble into trackable spreadsheet that is provided to the Architectural Design Consultant;
 - (j) ensure appropriate cash allowances for items such as signage, Security, IT/Cabling and FF&E are established by the Architectural Design Consultant; and
 - (k) ensure all project documents are included and available in the document and file management system.
- D5.8 In the construction Tendering/Bidding (TB) phase, services include but not limited to:
- (a) provide oversight of the construction tendering process including any necessary consultation with Materials Management and the City Insurance Branch.
- D5.9 In the Contract Administration (CA) phase, services include but not limited to:
- (a) review and validate the Contractor's project schedule and provide comment to PDO on critical path and logic relationships;
 - (b) review monthly schedules submitted by the Contractor and highlight any variance or any inherent risks to achieving the desired competition date;
 - (c) review any submitted documentation from the Contractor related to Health and Safety on the Site;
 - (d) ensure that satisfactory construction monitoring/reporting is provided by the Architectural Design Consultant;
 - (e) provide oversight in Contract Administration (Request for Information (RFI's) and Change Management such as Change Work Orders (CWO's);
 - (f) provide Risk Management, Issue Resolution and Decision Log documentation (to support PDO);
 - (g) oversee construction meetings and ensure the Architectural Design Consultant issues timely meeting agendas, and timely issuance of accurate meeting minutes;
 - (h) oversee Commissioning Plan and review reports for compliance; and
 - (i) support in the review of Contractor invoicing and progress reporting.
- D5.10 In Closeout (CO) phase, services include but are not limited to:
- (a) support in obtaining necessary final approvals from Authorities Having Jurisdiction, including occupancy permit;
 - (b) oversee completion of Commissioning process;
 - (c) track construction deficiencies to completion;
 - (d) assist clients with coordination of hand-over and occupancy of the facility;

- (e) provide advice for dispute avoidance and assist in dispute resolution;
- (f) develop and support the completion of Project Close out procedures, and
- (g) assist with the coordination and compilation of facility operation and maintenance manuals, training, warranties and as-built plans.

D5.11 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) City of Winnipeg Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) City of Winnipeg Accessibility Design Standard
https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf
- (d) City of Winnipeg Climate Action Plan
<https://winnipeg.ca/Sustainability/PublicEngagement/ClimateActionPlan/#tab-documents>
- (e) City of Winnipeg: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (f) City of Winnipeg Project Management Manual
https://winnipeg.ca/infrastructure/pdfs/manuals/PMM_Main_Body_V4-0.pdf

D5.11.1 The latest versions shall be applicable throughout the Project's duration.

D5.12 The funds available for this Contract are \$500,000.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "Architectural Design Consultant" means the Proponent who will perform the professional architectural services role for the Project.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

D8.1 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.

D8.2 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>

D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 5,000,000 . per claim and \$ 5,000,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in D9.2(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.
- D9.4 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 D9.2(a) and D9.2(b).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.

- D9.8 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D7;
 - (ii) evidence of the insurance specified in D9.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by September 15, 2021.

D11. CRITICAL STAGES

- D11.1 The hiring of an Architectural Design Consultant and initiation of the design phase is subject to confirmation of project funding from the Provincial and Federal governments and finalization of funding agreements. General project delivery goals, subject to the foregoing, are as follows:
- (a) Hiring of Architectural Design Consultant through an RFP by January, 2022;
 - (b) Posting of Contractor Tender by Spring 2023;
 - (c) Construction start by Summer 2023; and
 - (d) Phase 1 project completion by end of 2024.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 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.
- D12.2 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.
- D12.3 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.
- D12.4 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 D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D12.6 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.

THIRD PARTY AGREEMENTS

D13. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D13.1 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.
- D13.2 Further to D13.1 in the event that the obligations in D13 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.
- D13.3 For the purposes of D13:
- (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.
- D13.4 Modified Insurance Requirements
- D13.4.1 If not already required under the insurance requirements identified in D9, 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.
- D13.4.2 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.
- D13.4.3 Further to D9.5 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.
- D13.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D13.5 Indemnification By Consultant
- D13.5.1 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.
- D13.6 Records Retention and Audits
- D13.6.1 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.

D13.6.2 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 D13.6.1 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.

D13.7 Other Obligations

D13.7.1 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.

D13.7.2 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.

D13.7.3 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.

D13.8 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 – SOUTH_WINNIPEG_RECREATION_INITIATIVE

APPENDIX B – SOUTH_WINNIPEG_REC_CAMPUS_PLANNING_&_FEASIBILITY_PROJECT

APPENDIX C – DRAFT FEASIBILITY STUDY- FINAL REPORT JULY 4, 2019

APPENDIX D – SWRC REVISED LAYOUT JUNE 22, 2020

APPENDIX E - SWRC PROJECT MANAGEMENT STRUCTURE