



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 297-2023**

**PROFESSIONAL CONSULTING SERVICES FOR THE ARLINGTON STREET  
BRIDGE OVER THE CPR YARDS REHABILITATION FEASIBILITY AND  
PRELIMINARY DESIGN**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE ARLINGTON STREET BRIDGE OVER THE CPR YARDS REHABILITATION FEASIBILITY AND PRELIMINARY DESIGN

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 16, 2023.
- B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B5. ADDENDA**

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

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

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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

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

## **B6. PROPOSAL SUBMISSION**

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

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

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

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

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

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

B6.5 Proposal format, including number of pages for each section, font, etc., will not be regulated, except that the number of pages is limited to thirty (30) excluding covers, table of contents, and Form A. All other tables, drawings, photos and appendices are to be included within the thirty (30) pages limit. All pages shall be of size 8.5" x 11" except drawings, tables and schedules can be 11" x 17". Also, the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

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

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B8. FEES (SECTION B)**

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any traffic control, external (i.e. laboratory) materials testing, rental of elevated access equipment, geotechnical investigation, and contaminated soils and hazardous materials investigation. An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement, which is to be included in the evaluated Fee.
- B8.5 Further to B8.4, Proponents shall submit a budget estimate for any traffic control, external (i.e. laboratory) materials testing, rental of elevated access equipment, geotechnical investigation, and contaminated soils and hazardous materials investigation in their proposal which will be considered as Type 2 Disbursement and not included in the evaluated Fee. Also, an allowance of up to 5% may be made for subconsultant handling charges and shall be shown on Form P: Person hours as Type 2 Disbursement, which will not be included in the evaluated Fee. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- B8.6 Comprehensive structural cleaning, if required, by pressure washing or other methods, of selected areas or components of the bridge to facilitate inspections will be undertaken or contracted out separately by the City. Proponents are expected to undertake hand cleaning/sweeping to facilitate inspections.
- B8.7 Further to B8.4, the Fee Proposal shall not include disbursement costs for CPR property access & flagging. Proponents shall arrange for CPR access & flagging but the associated costs shall be invoiced directly to the City by CPR.
- B8.8 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.9.1 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 D26. Any such costs shall be determined in accordance with D26.

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs as applicable; the year the project was completed; the project owner; and reference information (one current name with telephone number per project).
- B9.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.

- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (two current names with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 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.
- B11.2 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the role that CPR would play during the preliminary design and during construction, and the strategy for enabling effective participation and minimizing negative impact to the project;
  - (c) the proposed Project budget;
  - (d) 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>; and;
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.
- B11.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4.
- B11.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.7 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.1.1B10.1.1 , list the percent

of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B12. PROJECT SCHEDULE (SECTION F)**

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations. Reasonable times should be allowed for completion of these processes.

**B13. DISCLOSURE**

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

B13.2 The Persons are:  
(a) N/A

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

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

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

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

that could or would be seen to:

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

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

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

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

B14.4 Without limiting B14.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

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

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

## **B15. QUALIFICATION**

B15.1 The Proponent shall:

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

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 The Proponent shall submit, within five (5) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

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

## **B17. IRREVOCABLE OFFER**

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

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

**B18. WITHDRAWAL OF OFFERS**

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

**B19. INTERVIEWS**

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

**B20. NEGOTIATIONS**

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

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

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

**B21. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 40%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.2.

- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Mohamed Mady, Ph.D., P.Eng.

Bridge Planning & Operations Engineer

Telephone No. 204 986-4046

Email Address: [mmady@winnipeg.ca](mailto:mmady@winnipeg.ca)

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

#### D3. INTRODUCTION AND 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 On March 22, 2023, Council adopted the 2023 Capital Budget which includes \$850,000.00 for the Arlington Bridge Rehabilitation feasibility study.

D3.3 In 2018, a preliminary design for a new Arlington bridge was completed that was to improve the level of service for all modes of traffic. The project is on the City's unfunded project list with no indication of when the replacement will be funded. The bridge is currently nearing the end of its service life and requires higher than normal maintenance.

D3.4 The intent of the current study is first to determine the feasibility of rehabilitating the existing structure to extend its service life a minimum of 25 years. This shall include an assessment of current condition, determination of the appropriateness of the current posted 9.1 tonne loading in its current condition, identify immediate repair requirements, and provide an opinion on the viability of the Arlington Bridge in the short term without extensive rehabilitation.

D3.5 Subject to the feasibility phase, the second objective is to develop a preliminary design to rehabilitate the bridge to extend the service life a minimum 25 years with modest improvements to the level of service, where feasible. In consultation with the City, this phase will include development of concepts for consideration and evaluation, followed by preliminary design of the preferred alternative.

D3.6 The Arlington Street Bridge over the CPR Yards is a 37-span, 611.8m long, steel girder and steel truss bridge built in 1910 that is in a very poor condition. The 37 spans are composed of the South Approach spans 1 -13, the Pratt Truss spans 14- 18, the Camel-Back Truss spans 19-21, and the North Approach spans 22-37. The bridge provides 13.1 m roadway width (3.8 m lane width in each direction) in addition to two sidewalks with variable clear widths ranging between 1.56 m and 1.65 m. The bridge consists of 38 substructure units (SU), including 36 piers. SU 13 – 22 are large concrete piers. The remainder of the SUs are steel column bents. The bridge is currently nearing the end of its service life and requires higher than normal maintenance. The bridge is being inspected bi-annually and it can be closed at any time.

- D3.7 During the replacement study, a full set of investigations were completed; including geotechnical investigation, environmental investigation, CCTV inspection, materials testing, and noise analysis, which are part of the supplementary information to be provided during the Tender period as indicated in D6.5. Completed investigations are not expected to be re-done during the current assignment. Additional testing may be warranted upon justification by the Proponent in their Proposal.
- D3.8 Over the last 30 years, the bridge was subjected to several rehabilitation assignments; 1992, 2002, 2010, and 2022, in addition to several emergency/planned repairs in between. The structure is also closed every year for scheduled maintenance.

#### D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**CPR**" means Canadian Pacific Railway;
  - (b) "**ROW**" means Right-of-Way;
  - (c) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

#### D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of Professional Consulting Service in accordance with D4.1(c) to D11 and the following phases:
- (a) Phase 1 – Bridge condition assessment and rehabilitation feasibility assessment as outlined in D9.
  - (b) Phase 2 – Conceptual rehabilitation alternatives as outlined in D10.
  - (c) Phase 3 – Preliminary Design as outlined in D11.
- D5.2 The funds available for this Contract are \$700,000.00, including the evaluated fee and all Type 1 Disbursements but excluding Type 2 Disbursements as described in B8.
- D5.3 The Services required under D5.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D5.4 Notwithstanding that a 25-year rehabilitation project will not achieve all the desired improved levels of service identified in the 2018 Study, the following shall be considered as they pertain to the Services in consultation with the City:
- (a) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
  - (b) Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
  - (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
  - (d) City of Winnipeg's Transportation Standards Manual (Draft 2012);
  - (e) Transportation Master Plan 2011;  
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>

- (f) Transportation Master Plan 2050 (ongoing), refer to;  
<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- (g) Winnipeg Transit Master Plan, as submitted to the Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW) on Thursday, March 11, 2021 (Report #4);  
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=20797&SectionId=&InitUrl=>
- (h) City of Winnipeg's Accessibility Design Standards (latest edition);  
[http://winnipeg.ca/ppd/Universal\\_Design.stm](http://winnipeg.ca/ppd/Universal_Design.stm)
- (i) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (j) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (k) The current edition of The City of Winnipeg Standard Construction Specifications.
- (l) The current edition of The City of Winnipeg Standard Construction Specifications.
- (m) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (n) Current and best practices in pedestrian and cycling infrastructure design.
- (o) Canadian Highway Bridge Design Code, CSA S6-14.
- (p) Ontario Structures Inspection Manual (OSIM), latest edition.
- (q) City of Winnipeg's Project Management Manual and associated templates and processes;  
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (r) City of Winnipeg's Investment Planning Manual and associated templates and processes;  
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (s) City of Winnipeg Zoning By-law (200/2006);
- (t) The Accessibility for Manitobans Act;  
[http://www.accessibilitymb.ca/pdf/accessibility\\_for\\_manitobans\\_act.pdf](http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf)
- (u) The Railway Safety Act; <https://laws-lois.justice.gc.ca/eng/acts/r-4.2/>
- (v) Any CP Rail documents applicable to the work may include but not limited to:
  - (i) Grade Separation Application (2022)
  - (ii) Operational Constraints (2019)
  - (iii) Flagging Protocol (2019)
  - (iv) CP Crash Wall Requirements
  - (v) Proposed Overhead Structure Clearances for New Construction
  - (vi) Minimum Safety Requirements for Contractors Working on CP Property in Canada ("CP Safety Requirements"), available online <https://www.cpr.ca/en/about-cp-site/Documents/safety-requirements-contractors-Canada-Oct-2018.pdf>

## **D6. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT**

- D6.1 The requirements stated herein shall apply to all phases of work.
- D6.2 Consulting Services shall be generally consistent with Type 1 and Type 2 service as outlined in Appendix A.
- D6.3 Project Management, Quality Control / Quality Assurance
  - (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.

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

#### D6.4 Monthly Status Reports

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

#### D6.5 Review Information Provided by the City

- (a) Information will be provided to the Consultant upon request to the Consulting Contract Administrator will include but may not be limited to:
  - (i) Arlington Street Bridge over the CPR Yards Replacement Preliminary Design Report dated December 2018.
  - (ii) Structural Finite Element SAP-Model that was completed as part of the 2018 study to assess the location of pick up points during decommissioning of the trusses. Proponent shall note that this model is based on conditions and information existing at the time the scope of work was conducted and does not take into account any subsequent changes. This model relates solely to the specific project for which Stantec Consulting Limited was retained and the stated purpose for which the model was prepared. Stantec exercised a customary level of judgment and care in the use of the information provided to Stantec to prepare the model and is not responsible for errors or omission contained in that information. The files may be rendered unreadable or unusable as issues can arise during transmission or access for reasons beyond Stantec's control (software updates, revisions, etc.). The files are not locked and therefore could be modified or reused by other parties. Therefore, Stantec assumes no responsibility for data files supplied in electronic format. The use of altered or revised files or the use of the files for a purpose other than that for which they were originally intended is at the user's risk. Furthermore, no retransmission of the files is permitted.
  - (iii) Drawings of existing structures and record drawing of previous major repairs/rehabilitation works where available.
  - (iv) Existing technical reports and memos including latest inspection reports.
  - (v) Underground Structures Records within the study area.
  - (vi) Aerial photography will be supplied to the successful proponent.

#### D6.6 Utilities

- (a) Review existing utilities from the Arlington Street Bridge over the CPR Yards Replacement Preliminary Design Report (as indicated in D6.5) at and near the bridge and within the project area and hold meetings with representatives from the utilities as necessary.
- (b) Specifically, Manitoba Hydro involvement will be required in regards to the proposed lighting on the rehabilitated structure.

- (c) Provide recommendations regarding rehabilitation, renewal, abandonment or relocation of existing underground utilities in conflict with the proposed bridge works upon consultation with the Water & Waste Department at the City of Winnipeg.

#### D6.7 Cost Estimates

- (a) Produce cost estimates using the City of Winnipeg – Basis of Estimate template, to be supplied by the City.
- (b) Cost estimates prepared for conceptual designs shall be to a Class 5 level of accuracy.
- (c) Cost estimates prepared for preliminary designs shall be to a Class 3 level of accuracy.
- (d) Use the Class of Estimate template provided by the City to confirm any class of estimate produced by the proponent meets City expectations.

### D7. ACCESS, TRAFFIC CONTROL, AND SURVEY

#### D7.1 Access

- (a) For elevated bridge components and substructure units:
  - (i) Perform condition assessment using access from the ground/bridge deck using lifts or scaffolding, and/or if required from the top of the bridge deck surface.
  - (ii) The consultant shall be responsible for providing access from the ground/bridge deck including provision of appropriate lift devices, etc. as a Type 2 disbursement.

#### D7.2 Traffic Control

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

#### D7.3 Survey

- (a) Perform a topographic survey of the study area sufficient to complete the preliminary design of all components. Topographic survey where required and if appropriate may be deferred to Phase 2 when conceptual alternatives are being considered.

### D8. RAILWAY COORDINATION AND FLAGGING

#### D8.1 General

- (a) The requirements of this section shall apply to all aspects of the work.
- (b) The Consultant, and applicable subconsultants, shall enter into a Limited Access Agreement with CPR to obtain permission to enter the railway ROW for the purpose of inspection and testing as required. The City will pay the application fee(s), if any.
- (c) Consultant shall review and comply with the requirements of the documents listed in D5.4(v), and other CPR requirements as may be identified throughout all phases of the work.
- (d) Early in the course of the study, prepare a CPR Grade Separation Application including all supporting material. The City will pay the application fee, if any.

#### D8.2 Flagging

- (a) Consultant shall comply with CPR Safety Requirements at all times. Consultant personnel and their agents shall be deemed the “Contractor” and “Contractor Personnel” for the purposes of the CPR Safety Requirements.
  - (i) CPR has advised that registration with the E-RailSafe system is not required; however, Consultant personnel must be accompanied by CPR personnel or flagperson at all times when on CPR property.

- (b) Consultant to obtain and comply with the requirements of the Limited Access Agreement or similar approvals from CPR prior to entering CPR property for the purposes of performing site work.
- (c) Consultant shall arrange and coordinate provision of Flagging Protection with CPR as required by CPR during the course of the Consultant's site works. The City of Winnipeg will bear the costs of Flagging Protection services provided by CPR. Consultant shall make every reasonable effort to minimize the duration of flagging protection, and complete all works that may require flagging protection in consecutive order such that flagging is performed in a single operation.

#### D8.3 Design Liaison

- (a) Throughout the course of the work, liaise with CPR on all aspects of the planning and design including but not limited to: vertical and lateral clearances, crash wall requirements, geotechnical matters, drainage, ROW security, sightlines, operational impacts, regulatory and safety requirements, impacts to CPR-owned utilities and signals infrastructure, impacts to third party utilities in the CPR ROW, constructability and risk, and construction methods, staging and schedule, etc.
- (b) Produce rail-specific drawings and reports as may be required to support applications, submissions, design reviews, and general coordination with CPR.

### **D9. PHASE 1 – BRIDGE CONDITION AND REHABILITATION FEASIBILITY ASSESSMENT**

D9.1 This phase of work will include the following key deliverables:

- (a) Undertake a comprehensive condition assessment of the bridge.
- (b) Subject to authorization from the Consultant Contract Administrator, the consultant may complete geotechnical investigation and subsurface contaminated soils and/or hazardous materials testing at this time, as described in D11.2 and D11.3.
- (c) Undertake a limited structural assessment.
- (d) Recommend short term immediate repair requirements.
- (e) Determine the feasibility of successfully undertaking a rehabilitation of the bridge to extend the service life a minimum of 25 years.
- (f) Short term bridge viability without rehabilitation.

#### D9.2 Bridge Condition Assessment

- (a) Undertake an OSIM inspection on both superstructure and substructure components focussing primarily on the Pratt-truss and Camelback-truss spans over the CPR Yards (Spans 14 to 21).
- (b) For feasibility of the rehabilitation, condition assessment focus should be on the truss elements including above-deck elements, floor beams, bearings and sidewalk overhang brackets as well as substructure elements.
- (c) Confirm steel elements sizes, remaining steel thicknesses, and connection details of the elements expected to remain in a rehabilitation scenario. Deterioration of elements not expected to remain shall be noted to assess short term posted loading.
- (d) It is not expected that any remaining deck components and sidewalk surface elements will be salvageable.
- (e) Inspection of the remaining north and south ramp approach spans should be sufficient to assess the posted load, identify short term repairs, and provide an opinion on the short-term viability of the bridge. It is not expected that these spans would be re-used in a 25-year rehabilitation.
- (f) The most current available OSIM inspection reports will be provided to the consultant.

#### D9.3 Structural Assessment

- (a) Load rating of the structure should focus on elements that are reasonably expected to be re-used in a rehabilitation including but may not be limited to steel truss elements including above-deck elements, floor beams, bridge bearings and concrete piers within the CPR Yards. The baseline load carrying capacity of these rehabilitated elements will determine if increase load carrying capacity can be achieved on the rehabilitated bridge.
- (b) The Load rating Model for the existing Pratt-truss spans and Camelback-truss spans (spans 14 to 21) shall be completed to form the baseline for the strengthening design needed to extend the service life of these spans by at least 25 years with minimal maintenance intervention. Should the project proceed to Phase 2, the Consultant shall investigate the opportunity to raise the bridge capacity to withstand a posted load of 36.5 tonnes.
- (c) The above bridge components as well as the remaining structural components shall be assessed on a limited basis based on current condition (considering short term repairs) with the intent of confirming the short term posted load carrying capacity or 9.1 Tonnes. There is no intent to raise this posting until a rehabilitation is undertaken but a lowered posting may be required.

#### D9.4 Short Term Repair Requirements

- (a) Recommend short term localized bridge repair requirements that will affect safety or the recommended posted load requirements including a reasonable timeframe for implementation.

#### D9.5 Feasibility of Rehabilitation

- (a) Based on the condition assessment and structural assessment undertake an assessment on the feasibility of successfully completing a bridge rehabilitation that will provide a minimum 25-year service life.
- (b) The feasibility assessment shall outline the pros, cons, and risks associated with undertaking a bridge rehabilitation.

#### D9.6 Short Term Bridge Viability without Rehabilitation

- (a) Provide an opinion on the viability of the Arlington Bridge in the short term without extensive rehabilitation

#### D9.7 Interim Report

- (a) An interim report shall be prepared outlining the findings of Phase 1.

### **D10. PHASE 2 – CONCEPTUAL REHABILITATION ALTERNATIVES**

#### D10.1 General

- (a) Phase 2 will be subject to the findings and recommendations of Phase 1.
- (b) The City will provide confirmation in writing to proceed with Phase 2. This may occur before finalization of the interim report noted in D9.7.

#### D10.2 Conceptual Design Alternatives

- (a) Conceptual design alternatives shall be developed in consultation with the City with the primary goal of developing an economical rehabilitation with modest improvements to the level of service and accessibility, if feasible, for a minimum 25-year service life. It is expected that development of conceptual alternatives will be highly interactive with the City.
- (b) It is envisioned that the overpass grade separation limits remain between Logan Avenue and Dufferin Avenue. Project limits will include any required intersection improvements at Logan Avenue and Dufferin Avenue to compatible with the bridge rehabilitation. The extent of roadwork shall extend to the limits of any proposed grade and/or safety improvements that may be required.

- (c) There is no expectation to salvage and re-use the existing approach ramp spans, existing bridge deck components on Truss Spans 14 to 21, nor sidewalk surface components on Truss Spans 14 to 21.
- (d) Considerations in the conceptual alternatives, subject to feasibility, shall include but may not be limited to:
  - (i) CPR operations need to be accommodated in rehabilitation of Span 14 to 24. If the trusses are to remain, consideration shall be given to temporarily lifting them to install work platforms and maintain vertical clearance. The 2018 study identifies numerous constraints to working in the CPR Yards.
  - (ii) Various bridge deck types and protection methods may be considered on the truss spans consistent with the load capacity with durability a primary concern.
  - (iii) Metallizing is the preferred method of preserving existing structural steel to remain especially below the deck and up to 3 m above the deck surface. However, various coating methods will be considered.
  - (iv) Replace the existing north and south ramp structures with a combination of earth retaining structures and bridge spans where required.
  - (v) Flatten the north and south ramp grades from the existing grade of approximately 7% to a grade that is reasonably achievable. Within the current limits of Logan to Dufferin, it is not expected to achieve 5%.
  - (vi) Consideration for flattening the grade at the north ramp structure may include raising the grade of the Dufferin intersection.
  - (vii) Consideration for flattening the grade at the south ramp structure may include raising the grade at the Logan intersection and/or abandoning the CPR L-Lead line similar to the 2018 Study. Abandoning the L-Lead line could allow for the removal or lowering/modification of the Pratt truss at Span 14 in order to start the grade change further north. Determination of whether it is still feasible to abandon the L-Lead would need to be done in consultation with CPR.
  - (viii) Further Logan Avenue intersection improvements may be able to be accommodated similar to the 2018 Study (i.e. southbound left turn lane) with a new south ramp.
  - (ix) Widening the existing sidewalks to 2.5 m or wider to accommodate a mixed-use facility for pedestrians and cyclists. Wider sidewalks, possibly with rest areas, may be viable on the new north and south ramps.
  - (x) If some or all of trusses are not salvageable or if deemed more economical, consideration can be given to replacing them on the existing concrete piers including any required substructure improvements.
- (e) Various combinations of conceptual alternatives should be considered. The most advantageous concepts shall be sufficiently developed to document pros, cons, and risks as well as to prepare Class 5 cost estimates.
- (f) An interim report or technical working paper shall be prepared outlining the conceptual alternatives.

## **D11. PHASE 3 – PRELIMINARY DESIGN**

### **D11.1 General**

- (a) The City will provide confirmation in writing of which conceptual alternative will be developed into one preliminary design alternative encompassing all required aspects to successfully rehabilitate the bridge rehabilitation including but not limited to adjacent roadworks, land drainage considerations, utility considerations and railway works.
- (b) Identify property acquisition requirements. The City will undertake appraisals as necessary.
- (c) Develop Class 3 costs estimates for the project. Estimates shall be prepared in accordance with the City of Winnipeg Basis of Estimate templates. Contingency amounts shall correspond to the Risk Management Plan.

#### D11.2 Geotechnical

- (a) If required, supplement previous geotechnical investigations from the 2018 Study to complete preliminary design of the bridge rehabilitation and the approach roadways.
- (b) Fees for the geotechnical investigation including sampling, material testing, instrumentation and monitoring shall not be included in the Fee Proposal. A geotechnical drilling, instrumentation, monitoring and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal.

#### D11.3 Contaminated Soils and Hazardous Materials Investigation

- (a) Together with geotechnical subsurface investigations, supplement any previous environmental investigations and sampling from the 2018 Study as required to determine if contaminated soils and/or hazardous materials are present that may impact the preliminary design and/or future construction, project risk, etc.

#### D11.4 Preliminary Construction Schedule and Staging

- (a) Develop preliminary construction methodology, construction staging plan and schedule in consultation with industry representatives, CPR, and the City.
- (b) Identify preferred laydown and staging areas.
- (c) Provide recommendations related to traffic staging, detours, truck route detours, pedestrian detours, and others as required to confirm the feasibility of the proposed traffic staging plans.
- (d) Develop a Risk Management Plan consistent with the construction methodology and staging.

#### D11.5 Stakeholder Relations and Targeted Stakeholder Consultation

- (a) Perform Stakeholder Relation in accordance with D22 and as described herein.
- (b) With the exception of CPR covered under D8 and the applicable City Departments, it is envisioned that targeted stakeholder consultation will occur only in the preliminary design phase after a conceptual option is chosen.
- (c) Develop and execute, in consultation with the City, a comprehensive plan to dialogue with, and inform stakeholders about, the project. This targeted stakeholder consultation program should include identification of stakeholders, coordination of meetings with the stakeholders, and coordination and development of materials required for the consultation. No public events are included in this scope of work.
- (d) City review of materials presented to external stakeholders requires time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
  - (i) The anticipated review period for materials will be minimum two weeks prior to distribution.
- (e) The non-exhaustive list of anticipated stakeholders not including CPR includes:
  - (i) Adjacent residential landowners affected by proposed land acquisition or significantly impacted by construction.
  - (ii) Area businesses
- (f) No public events are included in this scope of work. If they become necessary based on the scope and impact of the Preliminary Design, they will be added as extra work at a later date.

#### D11.6 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback. The preliminary design report shall

document all the findings of the preliminary design study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.

- (b) A draft report is to be submitted. The review period will be four (4) weeks. The report is to be finalized after incorporating feedback from the Consulting Contract Administrator.

## **D12. FUTURE PHASES**

- D12.1 Award of Contract for future phases; including Detailed Design, Contract Administration During Construction, and Post Construction Services, will be carried out in accordance with B22.5 and D20.

## **D13. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D13.1 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.

- D13.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D13.1.2 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.

## **D14. UNFAIR LABOUR PRACTICES**

- D14.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D14.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D14.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D14.4 Failure to provide the evidence required under D14.3, may be determined to be an event of default in accordance with C14.

- D14.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D14.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D14.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D14.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D15. AUTHORITY TO CARRY ON BUSINESS**

- D15.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

### **D16. SAFE WORK PLAN**

- D16.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D16.2 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>

### **D17. INSURANCE**

- D17.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D17.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
- (i) an inclusive limit of not less than \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 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, sudden and accidental pollution liability, consultant's protective, personal injury, 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;
    - (v) Such policy shall not exclude operations on or in the vicinity of the railway right of way.
  - (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. Such coverage may be met through the commercial general liability policy, if applicable.
  - (c) Professional liability insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D17.2.1 The Consultant's professional liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D17.3 The policies required in D17.2(a) shall provide that the City and CPR are named as additional insureds thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City or CPR.
- D17.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D17.2(a) and D17.2(b).
- D17.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D17.2(a) and D17.2(c).
- D17.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D17.1.
- D17.7 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.
- D17.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in the Province of Manitoba.
- D17.9 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**

### **D18. COMMENCEMENT**

- D18.1 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.
- D18.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D15;
    - (ii) the Safe Work Plan specified in D16; and
    - (iii) evidence of the insurance specified in D17.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
  - (c) The direct deposit application specified in D24.1
- D18.3 The City intends to award this Contract by July 31, 2023.

### **D19. CRITICAL STAGES**

- D19.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete D9 by December 20, 2023;
  - (b) Complete D10 by February 29, 2024,
  - (c) Complete D11 and submit a draft preliminary design report including any property requirements for City review by May 3, 2024.
  - (d) Submission of the final preliminary design report by May 31, 2024.

### **D20. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN AND CONTRACT ADMINISTRATION**

- D20.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on this Contract (RFP No. 297-2023), may negotiate and enter into a contract with the Consultant, to undertake the work associated with the detailed design and contract administration for implementation of remedial measures without a public bid solicitation. No compensation will be provided to the Consultant for participating in this negotiation. The City will provide terms to the Consultant if it initiates negotiations with the Consultant. The City of Winnipeg will be under no obligation to initiate or enter into a subsequent contract and may choose to issue a public bid solicitation for the Work with respect to detailed design and contract administration, if the City of Winnipeg wishes to proceed in that manner.

### **D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D21.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption,

including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D21.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3 Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D21.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## **D22. STAKEHOLDER RELATIONS**

- D22.1 The Consultant shall work collaboratively with the Communications Coordinator at Public Works to ensure effective stakeholder and public communications as outlined in D22.2
- D22.2 The Consultant's role in stakeholder relations should include the following:
- (a) The Consultant shall draft, present for review, and refine a stakeholder relations strategy including plans for stakeholder meetings, notifications, and ongoing issues management;
  - (b) The Consultant shall contribute to, review, and assist in delivering a City-developed stakeholder and public relations plan that complements the stakeholder relations strategy;
  - (c) The Consultant shall develop, in consultation with the City, a comprehensive stakeholder list, along with contact information and should update and maintain the list throughout the Project. The stakeholder list will identify key stakeholders in the Project area that may be impacted by the Project. This list will also include groups with a high interest in the outcomes of the Project. The consultants will organize key stakeholders into tiers based on needs, interests, and impacts on stakeholders and stakeholder groups;
  - (d) The Consultant should develop, in consultation with the City, a comprehensive plan to obtain targeted stakeholder input into the project. This targeted stakeholder outreach program should include coordination of three (3) meetings with the stakeholders and coordination and development of materials required for the consultation. These meetings will build relationships and ensure project understanding and that outstanding issues are addressed. The key stakeholders may include but may not be limited to; landowners, business owners, and residents at both bridge ends and along Jarvis Avenue, provincial or federal entities, other City of Winnipeg departments, and with those affected by changes to traffic flow;
  - (e) The Consultant shall develop content for communications with stakeholders, or work with City communications staff to do so. This may include, but may not be limited to website updates, direct mail letters and ongoing project updates for residents and businesses;
  - (f) The review of stakeholder materials and advance notice of meetings require time. The Consultant shall ensure adequate time is accounted for in the Project schedule;
    - (i) The anticipated review period for materials will be minimum two weeks prior to distribution.
  - (g) The City will cover expenses for stakeholder consultation activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events;
  - (h) All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultants and should be returned at the end of the

Project. Stakeholder and public correspondence tracking logs and lists may be requested by the Project team during the Project.

## MEASUREMENT AND PAYMENT

### D23. INVOICES

D23.1 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D23.2 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.

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D24. PAYMENT

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

## DISPUTE RESOLUTION

### D25. DISPUTE RESOLUTION

D25.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.

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

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

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

D25.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the

Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator (“Dispute”):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant’s equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant’s equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
  - (i) The Consulting Contract Administrator;
  - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
  - (iii) Department Head.

- D25.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.4.4 If the Dispute is not resolved to the City and Consultant’s mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### THIRD PARTY AGREEMENTS

#### D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 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.
- D26.2 Further to D26.1, in the event that the obligations in D26 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.
- D26.3 For the purposes of D26:
  - (a) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D26.4 Modified Insurance Requirements
  - D26.4.1 If not already required under the insurance requirements identified in D17, 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.

- D26.4.2 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.
- D26.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D26.5 Indemnification By Consultant
- D26.5.1 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.
- D26.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D26.5.3 in relation to this Contract or the Work.
- D26.6 Records Retention and Audits
- D26.6.1 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.
- D26.6.2 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 D26.6.1 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.

## D26.7 Other Obligations

- D26.7.1 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.
- D26.7.2 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.
- D26.7.3 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.
- D26.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D26.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D26.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## **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 Engineers Geoscientists Manitoba (EGM) in the “Practicing Entity” category.
- 1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Engineers Geoscientists Manitoba (EGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Engineers Geoscientists 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 Engineers Geoscientists Manitoba (EGM).
- 1.4 “Seal” means the impression of the stamp issued by EGM 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 Consulting Contract Administrator, 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 Consulting Contract Administrator. 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 Consulting Contract Administrator.
- 3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Consulting Contract Administrator, 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 Consulting Contract Administrator.

### **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.
- 5.2 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 Consulting Contract Administrator, 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 Consulting Contract Administrator;
  - 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 Consulting Contract Administrator;
  - g) Preparation and provision to the Consulting Contract Administrator in written form, a fully detailed formal construction contract estimate;
  - h) Provision of appropriate response to bidders and advice to the Consulting Contract Administrator during the bid opportunity advertising period and, subject to acceptance by the Consulting Contract Administrator, issuing addenda to the bid opportunity documents;
  - i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Consulting Contract Administrator, 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 Consulting Contract Administrator;
  - 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 Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator;
- (e) Provision to the Consulting Contract Administrator of a complete, current monthly Project status report;
- (f) Provision to the Consulting Contract Administrator 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 Consulting Contract Administrator;
- (h) Supplying the Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator, 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 Consulting Contract Administrator – present at the Project site to carry out the services as specified below:
  - i. inspection of all pipe prior to installation;
  - ii. inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;

- iv. 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 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Consulting Contract Administrator – 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.
- 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 Consulting Contract Administrator, 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 Consulting Contract Administrator 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 Consulting Contract Administrator;
- m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Consulting Contract Administrator prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Consulting Contract Administrator 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 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 Consulting Contract Administrator 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 Consulting Contract Administrator;
  - 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 Consulting Contract Administrator, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.