



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 509-2023

**PROFESSIONAL CONSULTING SERVICES FOR PEMBINA HIGHWAY OVERPASS
AT ABINOJII MIKANAH (BISHOP GRANDIN) REHABILITATION AND RELATED
WORKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR PEMBINA HIGHWAY OVERPASS AT ABINOJII MIKANAH (BISHOP GRANDIN) REHABILITATION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 7, 2023.
- B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

B4. CONFIDENTIALITY

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

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

B5. ADDENDA

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

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

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

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

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

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

B6. PROPOSAL SUBMISSION

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

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

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

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

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

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

B6.5 Proposal format will not be regulated, except that:

- (a) The number of pages is limited to thirty-five (35), including all tables, drawings, photos, etc. Forms A, P, the Project Schedule, proposal title page, cover letter, table of contents, and Appendices will not count towards the page limit.
- (b) All pages should be of size 8.5" x 11", except drawings, tables and schedules, which may be 11" x 17". When used where permitted, 11" x 17" pages will count as a single page.
- (c) Font, type size, and spacing may be selected by the proponent and should be reasonably similar to or larger than 11-point Arial font, single spaced.

- (d) Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

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

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

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

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

- B8.1.1 The Proponent shall provide a breakdown of the Fixed Fee, either directly on Form P as phase subtotals and/or a fee summary table of their own design, indicating the fixed fee for each item in the scope of services, the total of which shall equal the Fixed Fee.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). 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 a Type 1 Disbursement.
- B8.5 Proponents shall submit a budget estimate for the associated costs of the following tasks excluded from the evaluated Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. Costs for allowances shall be incurred on an actual-cost basis, with proponent-markup of up to 5% for handling charges.
- (a) Condition Assessment and related costs (D7)
 - (b) Stakeholder Information Materials and related costs (D9.4)
- B8.5.1 For clarity, the exclusions listed in B8.5, the fees associated with planning, overall management, direct or indirect supervision, coordination, analysis of results, reporting of results, and incorporating the results into the project design and execution shall be included in the Total Evaluated Fee Proposal.
- B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 as well as possible future phases as noted in D3.5, 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; the year the project was completed; the project owner; and reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.1.1 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members for the Project and possible future phases as noted in D3.6.

- B10.1.1 Include an organizational chart for the Project. For clarity, the organizational chart shall show the organization of the project team for the current phase of preliminary design and also for possible future phases as noted in D3.6.
- 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 Consultant's Representative (project manager), managers of the key disciplines, lead designers, contract administrator, and resident inspector(s). 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, and for possible future phases as noted in D3.6. 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).
- B10.4 For all personnel assigned to possible future phases as noted in D3.6, provide future hourly rates during Detailed Design (projected to occur in 2024), Contract Administration (projected to occur in 2025 and if required in 2026), and Post-Construction Services (assumed to occur in 2026), which may be used as the basis for negotiation and award of future phases.

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 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team during the various phases of the Project. Proponents should describe their methods for quality control and quality assurance.
- B11.4 Proposals should address the team's understanding of the broad functional and technical requirements; including but not limited to the team's understanding of forecasted project budget, previous bridge inspection and rehabilitation work, existing transportation and mobility issues, active transportation network planning, efficacy of grouping work items to optimize traffic staging and construction duration; the City's Project methodology with respect to the information provided within this RFP; 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 any other issue that conveys your team's understanding of the Project requirements. 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.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services. The total Fees on Form P: Person Hours should match Fees submitted in response to B8. Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with D3.1. A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

- B11.5.1 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, 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 provide a brief methodology including the key issues and criteria that establishes the proposed construction schedule. The methodology should address any relevant information that convey the Proponent's understanding of the Project requirements with respect to how the Project schedule has been developed.
- B12.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) AECOM Canada Ltd. completed a bridge deck investigation in 2017-2018 and submitted final report dated December 18, 2022.
 - (b) Stantec Consulting Ltd. completed preliminary design of Bishop Grandin Greenway Over Pembina Highway and submitted final report dated October 6, 2017.

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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

- 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 D4.2(s))
- B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 10% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (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(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.
- B21.7 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.
- B21.8 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.
- B21.9 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.
- B21.10 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.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 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 D22 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Vaibhav Banthia, M.Sc., P. Eng., CIM, PMP

Telephone No. 204 986-5008

Email Address: VBanthia@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 General

- (a) The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- (b) The Regional and Local Streets Program is the annual Capital street renewal program of the City of Winnipeg Capital Budget as adopted by Council.
- (c) On March 22, 2023, Council adopted the 2023 Capital Budget which includes \$1,000,000 in funding for a feasibility design study of rehabilitating Pembina Highway Overpass (Bishop Grandin).
- (d) Five-year budget forecasting as stated in the 2023 Capital Budget include future projections for subsequent design and construction phases. Advancing this project to detailed design and construction in future years is subject to Council approval and adoption of future Capital Budgets.
- (e) The broad objectives of this study are:
 - (i) An investigation to document the existing condition of the overpass structure and to determine bridge management options to extend the service life by 50 years.
 - (ii) An investigation to document various alternatives of accommodating transit and AT within the project limits.
 - (iii) Subject to the condition assessment and evaluation of various alternatives, develop a preliminary design to rehabilitate the overpass to extend its service life and to accommodate ped/cycling facilities and transit improvements within the project limits. The preliminary design will also need to integrate the previously completed Bishop Grandin Greenway crossing design across Pembina Highway.
- (f) Additional background documents are available upon request to the Consultant Contract Administrator, including deck investigation report noted in B13.2(a) and preliminary design of Bishop Grandin Greenway Over Pembina Highway noted in B13.2(b).
- (g) Throughout this Request for Proposal, the terms overpass and bridge, proponent and consultant, functional and conceptual, Bishop Grandin and Abinojii Mikanah have been used interchangeably but carry the same meaning.

D3.2 Background of Pembina Highway Overpass Structure and Study Objectives

- (a) The existing skewed concrete bridge over Bishop Grandin (Abinojii Mikanah) Blvd is a 4-span continuous structure, comprised of a cast-in-place concrete multi-cell box deck with a high-density concrete top slab supported by concrete abutments and piers. The bridge is approximately 47 m in width, 87 m in length and provides a total of 10 lanes of traffic (4 and 6 lanes in NB and SB directions, respectively, separated with a 4.0 m wide concrete median curb) and two 1.53 m sidewalks and shy distances. The structure was constructed in 1990 and is currently 33 years old. The roadway widths are approximately 15.5 and 23.0 m in the NB and SB directions, respectively. The approach slabs at either end of the bridge are 9.0 m in length.
- (b) In addition to the routine maintenance for the structure over the course of its life, an extensive maintenance program was completed in 2014 to repair the delaminated concrete areas on the deck and median curb. All delaminated areas were removed up to 100 mm deep and patched with standard concrete mix including galvanic anodes.
- (c) In 2017 and 2018, a bridge deck investigation of the Pembina Highway Overpass was performed to establish the current condition of the bridge and to determine the short-term repairs needed. The identified spot repairs were carried out in the 2018 maintenance program. A copy of the investigation report is available upon request to the Consultant Contract Administrator.
- (d) In 2020, slope stabilization works that included rockfill rib construction and trench drain construction was completed in the southwest corner of the Pembina Highway and Bishop Grandin Boulevard Interchange.
- (e) A follow-up bridge deck investigation is required to update the previous deck investigation report along with determining bridge management options to extend the service life by 50 years with the preferred option determined based on a Life Cycle Cost Analysis (LCCA) and associated Sensitivity Analysis.
- (f) A key objective of the proposed major rehabilitation will be to incorporate an AT facility on the bridge and provide connections to the surrounding existing AT infrastructure. This inclusion will result in modifications to the bridge structure. Appendix B-1 illustrates the surrounding AT network and includes a conceptual plan for the potential of achieving 3.0 m shared sidewalks on the structure through a combination of reducing the lane widths, narrowing the median curb, relocating the shoulder barriers, and widening of the bridge.

D3.3 Background of Pembina Highway and Study Objectives

- (a) Pembina Highway is a major arterial road located in Winnipeg. The intersection of Pembina Highway and Bishop Grandin Blvd and University Crescent is one of the busiest and most complex intersections/interchanges in the City. The recent Traffic Flow Map indicates that the structure carries approximately 60,000 vehicles per average weekday.
- (b) The ongoing 2050 Transportation Master Plan (TMP) Study identifies Pembina Highway as a route in need of a "Multi-modal corridor study". The intent is to expand multi-modal transportation options that drive community benefits such as greater health and personal mobility, reduced climatic and environmental impacts, and greater community livability and sociability.
- (c) There are existing buffered bike lanes on Pembina Highway both north and south of the overpass structure. Further to D3.2(f), there is a desire to address this missing link as part of the Study and incorporate an AT facility between Plaza Drive to the north and University Crescent to the south.
- (d) Further to (c), it will be prudent to examine as part of the Study if a 'shared sidewalk' will be an appropriate facility. It should be noted that the facilities beyond the project limits on Pembina Highway are all separated, therefore for consistency, there is a desire to incorporate similar ped/cycling facilities. Upon completion of the bridge investigation, the Consultant should determine if any opportunities exist to improve upon the conceptual design to accommodate a separated cycling/pedestrian facility to a desired width of 3.5 m (1.5m sidewalk and 2 m unidirectional cycle lane).

- (e) Various alternatives of accommodating transit and AT through the jug-handle area on the south side of the structure is required to be explored in this Study based on proposed changes to Transit operations in the area:
 - (i) The number of buses using the southbound to eastbound jug-handle has decreased as a result of the Blue Line, and will decrease again by 2026 as a result of implementing the new transit network. The length of the southbound bus stop platform within the jug-handle could also be reduced.
 - (ii) Southbound buses continuing through to Pembina Highway (i.e. not turning toward University Crescent) currently use the jug-handle platform, and exit via a small channelization island, creating an indirect AT crossing. It may be possible to change this configuration such that southbound buses (either turning onto University Crescent or continuing through) stay in the main lane of Pembina Highway.
 - (iii) There is also a desire of a connection from Chancellor Drive, NB (i.e. bus-only contraflow lane) along the off-ramp to the existing transit-only roadway accessing the jug-handle, along with a layover bay adjacent to the transit operator washroom building (see Appendix B-2). The feasibility of this option should also be explored as part of the Study.

D3.3.1 Preliminary Design for Pavement Renewals

- (a) Refer to Appendix B-3 – Study Limits – Preliminary design of pavement renewals and associated treatments.
 - (i) The existing pavements of the interchange on/off ramps providing vehicular connection from Pembina Highway and Public Street #1 to Bishop Grandin Boulevard (Abinojii Mikanah) require renewal as part of this project.
 - (ii) Portions of the existing pavement on northbound Pembina Highway are in fair condition and may require mill and fill treatment and joint repairs as part of this project.

D3.4 Background of Bishop Grandin Greenway crossing across Pembina Highway and Study Objectives

- (a) The 12 km long Bishop Grandin Greenway is one of Winnipeg's most prominent AT paths. It has multiple intersection crossings along its length, but the crossing at the intersection of Pembina Highway at the interchange is complex and provides a very indirect route for pedestrians and cyclists using the Greenway. Users of the existing pathway east and west of Pembina Highway are currently directed through pedestrian crossings on the south side ramps to signalized intersections at Pembina Highway and University Crescent if they wish to continue on the pathway system.
- (b) Preliminary design of grade separation structures of the Bishop Grandin Greenway over Pembina Highway and adjacent ramps was completed in 2017. This facility when built will provide safe and uninterrupted east-west connectivity for the Greenway system, a key missing connection in fulfilling the Pedestrian and Cycling Strategies (“PCS”) adopted by Council in 2015. This facility will also offer convenient connections between the Southwest Transitway, the IG Field and people on the east side of the Red River and Pembina Highway.
- (c) This new facility will be constructed either as part of the Pembina Overpass project or in subsequent years as a separate project depending on funding availability. In either scenario, the elements of the Greenway crossing design will need to be considered and integrated for the AT network to function as a whole within the project limits.

D3.5 Background of Water and Waste Infrastructure in Project Vicinity

- (a) Sewer Interceptor: The sewer interceptor is located under the pavement on Abinojii Mikanah. It is a 1350 mm concrete pipe built in 1976. It was inspected in 2019 and was found to be in good condition (SPG 3) and has a backlogged (rehab not currently planned) full segment sewer liner assigned to it.
- (b) Branch II Aqueduct: The branch II aqueduct crosses to the north of the bridge, between the Pembina on-ramp and the Abinojii Mikanah off-ramp. It is a 1650 mm PCCP pipe built

in 1988. A condition assessment of this asset was completed in September 2022. The results from this assessment will be provided to the successful proponent.

- (c) Feeder Main: The feeder main is located just south of the bridge and crosses the Abinojii Mikanah on and off-ramps. It is a 750 mm PCCP pipe that was built in 1988. It was part of a desktop risk assessment project that is being used to drive the Feeder Main and Large Diameter Water Main Condition Assessment project. The proposed RFP is not expected till at least Q4 of 2023, possibly later depending on the allocated budget. The City does not anticipate having physical condition assessment of this asset for a few years.

D3.6 Background to Possible Future Phases

- (a) Detailed Design is expected to take place in 2024, followed by the Contract Administration phase in 2025 and if required also in 2026 based on the extent of required work, concluding with Post Construction Services subsequently. All future phases are subject to Council approval.
- (b) Award of Contract for future phases may be carried out in accordance with D10.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Service in accordance with D5 to D9 and the following phases:

- (a) Phase 1 – Condition Assessment as outlined in D7
- (b) Phase 2 – Options Analysis as outlined in D8
- (c) Phase 3 – Preliminary Design as outlined in D9

D4.1.1 The Services required under D4.1 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 Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) City of Winnipeg Writing Style Guide and Brand Standards;
- (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (d) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (e) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (f) Transportation Master Plan 2050 (ongoing), refer to winnipeg.ca/tmp2050.
- (g) Winnipeg Transit Master Plan (2021), as adopted by Council on April 29, 2021.
<https://winnipegtransit.com/en/major-projects/transit-master-plan>
- (h) City of Winnipeg's Accessibility Design Standards (latest edition);
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) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>

- (m) Current and best practices in pedestrian and cycling infrastructure design.
- (n) Canadian Highway Bridge Design Code, CSA S6 (latest edition).
- (o) Ontario Structures Inspection Manual (OSIM), latest edition.
- (p) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (q) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (r) City of Winnipeg Zoning By-law (200/2006);
- (s) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D5. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

- D5.1 The requirements stated herein shall apply to all phases of work.
- D5.2 Consulting Services shall be generally consistent with Type 1 and Type 2 service as outlined in Appendix A. Services shall include but not be limited to the items listed in D5 through D9.
- D5.3 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.
- D5.4 Monthly Status Reports
- (a) The Consultant shall submit a written Monthly Status Report every month to the 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.
- D5.5 Information Provided by the City
- (a) The following information will be provided to upon request to the Consulting Contract Administrator:
 - (i) As-built drawings of existing structures and works where available.
 - (ii) Existing technical reports and memos.
 - (iii) Underground Structures Records within the study area.
 - (iv) Property lines and City Services (base plans) in CAD format.
 - (v) Aerial photography and LIDAR data will be supplied to the successful proponent.
- D5.6 Cost Estimates

- (a) Produce cost estimates using the City of Winnipeg – Basis of Estimate template, to be supplied by the City.
- (b) Cost estimates prepared for functional designs shall be to a Class 4 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.

D6. ACCESS, TRAFFIC CONTROL, AND SURVEY

D6.1 Access

- (a) For elevated bridge components:
 - (i) Perform condition assessment using access from the ground using lifts or scaffolding, and/or if required from the top of the bridge deck surface.
- (b) For Substructure Condition Assessment
 - (i) Perform all substructure condition assessment from the ground and/or using lift devices operating from the ground surface. Consultant is responsible for provision of access, lift devices, etc. as may be required to complete the work.

D6.2 Traffic Control

- (a) Consultant is responsible for provision of all temporary traffic control and obtaining all necessary approvals in accordance with the Manual of Temporary Traffic Control on City Streets (“MTTCCS” - 2022) where required for completing site work, including but not limited to:
 - (i) accessing bridge elements from above or below for condition assessment
 - (ii) performing any other work that may require traffic control including site reconnaissance, survey work, etc.
- (b) Lane closures on both Pembina Highway and Bishop Grandin Boulevard lasting longer than four (4) hours will require the installation of a Designated Construction Zone (“DCZ”). Consultant is responsible for provision of a DCZ by an Authorized Construction Agency in accordance with the MTTCCS.
- (c) Lane Closures:
 - (i) Single lane closures on Pembina Highway and Bishop Grandin Boulevard are permitted. Maintain a minimum of one lane of traffic in each direction. Traffic shall not be completely obstructed for more than 5 minutes. Maintain access for emergency vehicles at all times.
 - (ii) Single lane closures on Pembina Highway and Bishop Grandin Boulevard are permitted between 9:00 AM and 3:00 PM, Monday to Saturday.

D6.3 Survey

- (a) Perform a topographic survey of the study area sufficient to complete the preliminary design of all components.
- (b) LIDAR data will be provided to the Proponent for the purposes of functional design.

D7. PHASE 1 – CONDITION ASSESSMENT

D7.1 Overpass Condition Assessment

- (a) Undertake an OSIM inspection on both superstructure and substructure components. The most current available OSIM inspection reports will be provided to the proponent for reference.
- (b) Carry out other related materials testing for the deck, barriers, bearings, and substructure units to document conditions, and to assist in determining recommended remedial measures and viability for re-use during major rehabilitation, including but not limited to:

- (i) Visual inspection, delamination survey, and mapping of defects;
 - (ii) Sample extraction to obtain or confirm material properties and condition information relevant to assessing the structural adequacy, feasibility, and cost effectiveness of service life extension.
- (c) Any sample extraction or testing methodology that is destructive in nature (drilling, coring, etc.) as well as the associated repair procedure shall be approved by the proponent's engineer of record.
- (d) Recommend short term immediate repair requirements.

D7.2 In-Service Road Safety Review

- (a) Conduct an In-Service Road Safety Review (ISRSR) of existing conditions within the Roadway Improvements Study Area to inform the options analysis and preliminary design. The ISRSR should be appropriately scoped by the Proponent to characterize existing safety issues and how to address them as part of the Rehabilitation project.

D7.3 Interim Report

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

D8. PHASE 2 – DEVELOPMENT OF CONCEPTUAL ALTERNATIVES

D8.1 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. The confirmation may occur before finalization of the interim report noted in D7.3.

D8.2 Conceptual Design Alternatives

- (a) Produce a design basis memorandum for geometric design criteria including bridge cross-section for rehabilitation and widening to incorporate an AT facility. Confirm requirements with the City of Winnipeg subsequent to completion of tasks associated with Phase 1 and the information provided in D3.
- (b) Develop conceptual design alternatives in consultation with the City with the primary goal of developing an optimal overpass rehabilitation to achieve a minimum 50-year service life through LCCA and Sensitivity Analysis along with analyzing preferred vs. minimum values for medians, lane widths, shy distances, AT facility widths, etc. to understand feasibility of accommodating multi-modal transportation options on the structure and beyond. It is expected that development of conceptual alternatives will be highly interactive with the City.
- (c) The options analysis should include designs for AT improvements of the at-grade connecting legs of the Bishop Grandin Greenway.
- (d) Prepare Class 4 cost estimates to support alternatives evaluation and selection.

D8.3 Functional Design on Plaza Drive West (Public Road) for AT and Transit Improvements

- (a) In preparation for a potential redevelopment on Plaza Drive West, undertake a functional design of an AT connection along Plaza Drive between the BRT station and Pembina Highway.
- (i) This option includes a bi-directional cycling facility on the north side of Plaza Dr and will require a bi-directional cycling crossing at Pembina Hwy. Conduct a review of potential signal phasing enhancements and impacts along with any geometric enhancements required.
- (b) With planned future changes to Transit service, undertake a functional design for installation of a cul-de-sac for improving Transit movement on Plaza Drive. Provided in Appendix B-4 is a conceptual sketch.
- (c) Prepare a Class 4 cost estimate.

D8.4 Interim Report

- (a) An interim report shall be prepared outlining the findings of Phase 2.

D9. PHASE 3 – PRELIMINARY DESIGN

D9.1 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 overpass structure including but not limited to adjacent roadworks, AT and Transit connectivity and improvements, utility considerations and future incorporation of Bishop Grandin Greenway Crossing over Pembina Highway.
 - (i) Modifications to the Plaza and Pembina intersection to accommodate the future Plaza Drive West active transportation infrastructure is to be carried forward to the preliminary design phase.
 - (ii) Design progression of AT and Transit Improvements on Plaza Drive West to a preliminary design level is also required.
- (b) Develop Class 3 cost estimate for the selected alternative. Update Class 3 cost estimate for greenway crossing. Estimates shall be prepared in accordance with the City of Winnipeg Basis of Estimate templates. Contingency amounts shall correspond to the Risk Management Plan.
- (c) Identify property acquisition requirements. The City will undertake appraisals as necessary.
- (d) Identify existing trees and streetscape elements that should be protected and integrated into the project.
- (e) Consult with all major utilities to determine their future plans so they can be integrated into the design.
- (f) Determine regulatory approval requirements and any other approvals that may be necessary. Report on recommended timing to obtain all approvals.
- (g) Develop a comprehensive maintenance plan for the proposed design that includes regular inspections, preventive maintenance, and timely repairs.

D9.2 Preliminary Construction Schedule and Staging

- (a) Develop preliminary construction methodology, construction staging plan and schedule in consultation with 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.

D9.3 Independent Road Safety Audit (RSA)

- (a) The City will assign an independent consultant to perform a road safety audit of the Draft Preliminary Design. The consultant is to provide a written response to each finding and address the issues as required. There will be no additional fees for revisions to the design resulting from the safety audit.

D9.4 Stakeholder Relations

- (a) The Consultant shall work collaboratively with the Communications Coordinator at Public Works to ensure effective stakeholder communications as outlined herein.
- (b) The Consultant's role in stakeholder relations should include the following:

- (i) 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.
- (ii) All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultant 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 course of Project.
- (c) 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.
- (d) The non-exhaustive list of anticipated stakeholders includes:
 - (i) Adjacent landowners affected by proposed land acquisition or significantly impacted by construction.
 - (ii) Area businesses
- (e) 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.

D9.5 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 three (3) weeks. The report is to be finalized after incorporating feedback from the Consulting Contract Administrator and the City Project Steering Committee.

D10. FUTURE PHASES

D10.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on this Contract (RFP No. 509-2023), 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 the PD recommendations 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.

D11. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D11.1 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.

D11.1.1 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.

- D11.1.2 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.

D12. UNFAIR LABOUR PRACTICES

- D12.1 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.
- D12.2 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.
- D12.3 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.).
- D12.4 Failure to provide the evidence required under D12.3, may be determined to be an event of default in accordance with C14.
- D12.5 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.
- D12.5.1 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.
- D12.5.2 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 D12.5. 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

D13. AUTHORITY TO CARRY ON BUSINESS

D13.1 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.

D14. SAFE WORK PLAN

D14.1 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.

D14.2 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>

D15. INSURANCE

D15.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D15.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

D15.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

- D15.3 The policies required in D15.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D15.4 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 D15.2(a) and D15.2(b).
- D15.5 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 D15.2(a) and D15.2(c).
- D15.6 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 D15.9.
- D15.7 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.
- D15.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D15.9 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

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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 D13;
 - (ii) the Safe Work Plan specified in D14; and
 - (iii) evidence of the insurance specified in D15.
 - (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 D20.1
- D16.3 The City intends to award this Contract by October 2, 2023.

D17. CRITICAL STAGES

- D17.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete D7 by December 20, 2023;
 - (b) Complete D8 by February 29, 2024;
 - (c) Complete D9 and submit a draft preliminary design report including any property requirements for City review by May 3, 2024; and
 - (d) Submission of the final preliminary design report by May 31, 2024.

D18. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D18.1 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.
- D18.2 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.
- D18.3 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.
- D18.4 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 D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D18.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D19.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Consultant's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

D20.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

D21.1 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 D21.

D21.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D21.3 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.

D21.4 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.

D21.4.1 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.

D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D21.4.3 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.

D21.4.4 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 D21.4.3, 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

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.
- D22.2 Further to D22.1, in the event that the obligations in D22 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.
- D22.3 For the purposes of D22:
- (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.
- D22.4 Modified Insurance Requirements
- D22.4.1 If not already required under the insurance requirements identified in D15, 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.
- D22.4.2 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.
- D22.4.3 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.
- D22.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D22.5 Indemnification By Consultant
- D22.5.1 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.
- D22.5.2 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;

D22.5.3 in relation to this Contract or the Work.

D22.6 Records Retention and Audits

D22.6.1 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.

D22.6.2 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 D22.6.1 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.

D22.7 Other Obligations

D22.7.1 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.

D22.7.2 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.

D22.7.3 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.

D22.7.4 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.

D22.7.5 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.

D22.7.6 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.

APPENDIX B – SKETCHES

B-1 Active Transportation Study Area and Conceptual Plan of Active Transportation on the Bridge

B-2 Chancellor to Jug-handle

B-3 Study Limits – Pavement renewals and associated treatments

B-4 Conceptual Design of Plaza Drive Cul-De-Sac