



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 643-2021**

**PROFESSIONAL CONSULTING SERVICES FOR DOWNTOWN URBAN DESIGN  
GUIDELINES, STREETScape DESIGN STANDARDS MANUAL AND FUNCTIONAL  
DESIGN OF BIKE ROUTES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR DOWNTOWN URBAN DESIGN GUIDELINES, STREETSCAPE DESIGN STANDARDS MANUAL AND FUNCTIONAL DESIGN OF BIKE ROUTES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 15, 2022.

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

### **B3. PROPONENTS' CONFERENCE**

B3.1 The City will hold a virtual Proponents' conference for interested Proponents and their respective Proponent Team Members on June 16, 2022 at 9:30 a.m.

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

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

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

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

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

- (i) Introductions;
- (ii) Project context overview;
- (iii) Scope of work overview;
- (iv) Q&A; and
- (v) Wrap-up.

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

### **B4. ENQUIRIES**

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

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

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

- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B6. ADDENDA**

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

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
  - (b) Fees (Section B) in accordance with B9.

- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and phases identified in D5 Scope of Services.

B9.1.1 The Proposal shall show a breakdown of fees for components of the work identified in D5.1.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 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.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.6.1 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 D18. Any such costs shall be determined in accordance with D18.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing public engagement, urban design and transportation planning services on three relevant projects or projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

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

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Identify the following Key Personnel assigned to the Project (please note that Key Personnel can be the lead for more than one of the following):

- (a) Project Manager;
- (b) Urban Design Lead;
- (c) Bicycle Facilities Design Lead;
- (d) Transportation Planning Engineer; and
- (e) Public Engagement Lead;

B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for relevant projects or projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers, and public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, 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 (one current name with telephone numbers per project).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 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.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the Proponent's practical understanding of the Project, including the team's understanding of:
  - (i) the broad functional and technical requirements;
  - (ii) complete streets roadway design and transportation modes within a downtown context;



- (iii) downtown planning and urban design, including urban design for heritage buildings and districts;
  - (iv) bicycle and pedestrian planning and facility design issues, including active transportation in the downtown specifically and how it relates to the overall city system;
  - (v) placemaking strategies, including equity-based placemaking, and reinforcing local identity;
  - (vi) the team's approach in developing the proposed Fee schedule; and
  - (vii) the planned communication strategies for engaging stakeholders and the public.
- (b) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (c) the teams' knowledge and experience working with the Red River Métis, First Nations and Inuit;
- (d) the proposed Project budget;
- (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>; and
- (f) any other issue that conveys your team's understanding of the Project requirements.
- B12.5** Further to B12.4(b), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B12.6** The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.
- B12.6.1** The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.7** Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.6.
- B12.8** A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.9** For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.
- B13. PROJECT SCHEDULE (SECTION F)**
- B13.1** Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2** The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.
- B14. DISCLOSURE**
- B14.1** Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

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

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

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

that could or would be seen to:

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

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

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

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

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

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

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

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

## **B16. QUALIFICATION**

B16.1 The Proponent shall:

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

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, planning, architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D9).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subcontractors have obtained (or will obtain prior to beginning the project) training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

#### **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

#### **B18. IRREVOCABLE OFFER**

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

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

#### **B20. INTERVIEWS**

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

#### **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 10%         |
| (d) Experience of Proponent and Subconsultant; (Section C)   | 15%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 35%         |
| (f) Project Understanding and Methodology; (Section E)   | 35%         |
| (g) Project Schedule. (Section F)  | 5%          |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.9.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project within reasonable timeframes, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 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 D18 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. PROJECT MANAGER

D2.1 The Project Manager is:

Richard Mahé

Telephone No. 204-986-8631

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

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

#### D3. BACKGROUND

D3.1 The City is currently undertaking the creation of a Downtown Plan By-Law (secondary plan). This is an opportunity to implement key OurWinnipeg and Complete Communities Direction Strategy 2.0 (CCDS 2.0) visions for Winnipeg's downtown. We expect this plan to be graphically and visually rich to captivate the imagination of the public and stakeholders about downtown's potential. Our intent with the Downtown Plan is that it becomes a living document which is used as a cross-departmental work plan. It will also be used as a communication tool that the City can use to:

- (a) coordinate actions and municipal investments among city departments;
- (b) identify opportunities for collaboration and partnership with our external stakeholders and the private sector;
- (c) promote the city's actions and municipal investments to the public and create a sense of pride and ownership with our downtown; and
- (d) raise awareness with, and get buy-in from, elected officials on the direction for municipal investments in the downtown.

D3.2 The success of our collective planning efforts will be strengthened by a coordinated approach to municipal investments. The policies, actions and guidelines within the Plan will promote a forward-looking 30-year vision for the area. This plan will guide development in a context sensitive manner, and proactively implement a vision for growth and change downtown in partnership with other city departments and community stakeholders.

D3.3 This plan will identify and prioritize appropriate infrastructure upgrades and improvements to facilitate growth, provide urban design policies to enhance different districts downtown, and promote a pedestrian-oriented downtown that is the heart of the city. Creating a downtown plan is reflected in the draft CCDS 2.0, which includes policy to pursue a district, destination and cluster approach to development downtown, and to develop a downtown area plan.

D3.4 The boundaries of the planning area reflect existing downtown boundaries as described in the City of Winnipeg Downtown Zoning By-law (100/04). The planning area will contain sub-areas or districts; each with its own character, vision for the future, policies, and urban design guidelines. This district approach reflects feedback received from downtown stakeholders.



Ultimately, the Downtown Plan will help city-builders, decision-makers, investors, citizens understand the vision for the downtown for the future and help coordinate municipal priorities beyond the pandemic.

D3.5 The timelines associated with the Downtown planning process, led by City of Winnipeg staff, will overlap with the timelines associated with this RFP. The intent is that the three components within this RFP (Urban Design Guidelines as outlined in D6, Downtown Streetscape Design Standards Manual as outlined in D7 and Functional Design of Downtown Bike Routes as outlined in D8) will be appendices to the new Downtown Plan. Consequently, coordination between the Consultant Team and the City's Downtown Plan Project Lead will be critical to the success of both projects. The Project Manager for the creation of the Downtown Plan is the same Project Manager identified in D2.

D3.6 In addition to the creation of a Downtown Plan, the City is also in the process of completing, or has completed, other major strategies and plans that will have an impact on the creation of the Downtown Plan and the deliverables within this RFP. These include:

(a) Winnipeg Transit Master Plan

The Winnipeg Transit Master Plan (WTMP) was adopted by Council on April 29, 2021 as the long-range strategic plan for public transit in the City of Winnipeg. The plan includes an entirely new transit network to better respond to the needs of residents, with a system that is designed to be resilient, changing and adapting as the city grows. The new network is based on a frequent transit network concept adapted to fit Winnipeg which will more than double the number of Winnipeg households within a short walk of frequent transit service once completed.

Rapid Transit infrastructure expansion serves as the core of the system. The planned Rapid Transit network is comprised of six rapid transit corridors linked together to form three Rapid Transit lines that extend throughout the city. In turn, shorter routes within neighbourhoods will link up to the frequent and rapid transit networks to create an integrated network. The first priority for Rapid Transit is the downtown infrastructure, including an elevated transitway that would establish Union Station as the city's flagship mobility hub.

With the approval of the Winnipeg Transit Master Plan, Council has also approved [six corresponding capital projects](#). These projects have been put forward for consideration under the Investing in Canada Infrastructure Program (ICIP) and are pending approval by the Provincial and Federal Governments. Other future capital projects resulting from the Master Plan will also be subject to funding and Council approval.

(b) Transportation Master Plan 2050

The City is currently in process of reviewing and updating the [Transportation Master Plan](#) (last updated in 2011).

The vision of Transportation Master Plan: 2050 is to ensure the transportation system supports quality of life and economic vitality through safe, efficient, connected and barrier-free movement of people and goods using a choice of modes and sustainable infrastructure.

(c) Pedestrian and Cycling Strategies

On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS), which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Tender must meet the Vision, Goals and Intent set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>.

The PCS is currently under review as part of the Transportation Master Plan Process. Adoption of the updated PCS by Council may take place during this study process and will override the 2015 version.

D3.7 The City of Winnipeg is located in the Homeland of the Métis Nation and on the ancestral lands of the Anishinaabeg, Cree, and Dakota peoples, on Treaty 1 Territory.

We gratefully acknowledge the drinking water we receive comes from the community of Shoal Lake #40 First Nation, in Treaty 3.

D3.8 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.9 Background information is contained in the following appended information:

(a) N/A

D3.9.1 Further to D3.9, the information should be received as background and support documents, rather than prescriptive guides.

#### **D4. PROJECT LIMITS**

D4.1 The Project limits for D6 and D7 will coincide with the boundaries of the Downtown Winnipeg Zoning By-law 100/2004 as per *Appendix A*.

D4.2 The Project limits for D8 will coincide with *Appendix B*.

#### **D5. SCOPE OF SERVICES**

D5.1 **The Services required under this Contract shall consist of the following:**

- (a) Creation of **Urban Design Guidelines** as outlined in D6
- (b) Creation of a **Downtown Streetscape Design Standards Manual** as outlined in D7
- (c) Creation of a **Functional Design for Downtown Bike Routes** as outlined in D8

D5.2 The Project will include:

- (a) Collaboration with various City departments.

D5.3 The Project will not include:

- (a) The creation of site-specific construction drawings, specifications and bid opportunities; and
- (b) Transportation impact analysis as part of D7.

D5.4 The Services required under D5.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D5.4.1 Provide written monthly updates to the Project Manager. Status reports provided to the Project Manager, at a frequency determined by the Project Manager (no less than monthly) should include, but not be limited to:

- (i) Progress on tasks since previous report;
- (ii) Expected progress for the next period;
- (iii) Project schedule update;
- (iv) Project budget update; and
- (v) Identify potential problems, risks and concerns.

D5.5 Unless otherwise specified below, PART E - Definition of Professional Consultant Services – Engineering – Public Works, shall be applicable to the provision of engineering services under this Contract.

D5.6 The following shall apply to the Services:

- (a) The Exchange District National Historic Site of Canada Commemorative Integrity Statement  
<https://www.winnipeg.ca/ppd/Documents/Heritage/ExchangeDistrict/Exchange-District-Commemorative-Integrity-Statement-2001.pdf>
- (b) Winnipeg Streetscape Audit (2021)
- (c) Appropriate geometric design guidelines set by the Transportation Association of Canada (TAC) including the current edition of the *Geometric Design Guide for Canadian Roads*;
- (d) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>;
- (e) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604> ;
- (f) City of Winnipeg's *Accessibility Design Standards* (2015)  
[https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access\\_Design\\_Standards.pdf](https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf)
- (g) City of Winnipeg's *Downtown Urban Design Guidelines* (2005)  
<https://winnipeg.ca/ppd/Documents/CityPlanning/Downtown/UrbanDesignReview/Urban-Design-Guidelines.pdf>
- (h) *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009)  
[http://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Principles\\_and\\_Guidelines.pdf](http://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Principles_and_Guidelines.pdf);
- (i) City of Winnipeg's *Tree Removal Guidelines*  
[http://winnipeg.ca/publicworks/parksopenspace/UrbanForestry/PDF/2014\\_Tree\\_Removal\\_Guidelines.pdf](http://winnipeg.ca/publicworks/parksopenspace/UrbanForestry/PDF/2014_Tree_Removal_Guidelines.pdf) ;
- (j) The current edition of The City of Winnipeg Standard Construction Specifications;
- (k) Current practices in pedestrian and cycling infrastructure design;
- (l) *Winnipeg Pedestrian and Cycling Strategies* (2015)  
<http://www.winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/WalkBikeWinnipeg/pdf/strategy.pdf> ;
- (m) WalkBike Projects Brand Manual
- (n) City of Winnipeg Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>;
- (o) Culvert and Drainage Inlet/Outlet Safety Guidelines  
<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf> .

D5.7 The following documents are to be considered, where applicable:

- (a) OurWinnipeg (adopted July 12, 2011)  
<http://winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf> ;
- (b) OurWinnipeg Complete Communities Direction Strategy (adopted July 12, 2011)  
<http://winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf> ;
- (c) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011)  
<http://winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/SustainableTransportation.pdf> ;
- (d) Winnipeg Transportation Master Plan (adopted November 16, 2011)  
<http://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf> ;
- (e) Winnipeg Transit Master Plan (adopted April 29, 2021)  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20210429\(RM\)C-36](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20210429(RM)C-36) ;

- (f) Winnipeg Climate Change Action Plan (adopted September 20, 2018)  
<https://winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegsClimateActionPlan.pdf>;
- (g) Welcoming Winnipeg: Reconciling our History (adopted January 30, 2020)  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=7666>;
- (h) Combined Sewer Overflow Master Plan (August 2019)  
<https://winnipeg.ca/waterandwaste/pdfs/sewage/2019CSOMasterPlan.pdf>.
- (i) Heritage and Sustainability Report by EVOQ Strategies (2021)
- (j) Exchange District Plan (2021)
- (k) Downtown Recovery Strategy (2021)
- (l) City of Winnipeg's 2012 Draft Updated *Transportation Standards Manual* (previous version February 1991);
- (m) Centre City Urban Design Guidelines (2015)  
<https://www.calgary.ca/pda/pd/centre-city/centre-city-urban-design-guidelines-project.html>
- (n) Streetscape Design Manual for Downtown and the Quarters Downtown  
[https://www.edmonton.ca/projects\\_plans/downtown/downtown-streetscape-manual](https://www.edmonton.ca/projects_plans/downtown/downtown-streetscape-manual)

D5.8 If needed, the Consultant will coordinate their activities with (including but not limited to):

- (a) The City's project lead for the creation of the Downtown Plan; and
- (b) City of Winnipeg departments, divisions, and branches. These would include, but are not limited to Materials Management; Legal Services Department; Planning Property & Development Department; Real Estate, Municipal Accommodations; Public Works Department: Engineering, Underground Structures, Parks, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning, Parking Authority; Water and Waste Department: Engineering, Land Drainage, Water Services, Wastewater Services; and Transit Department.

D5.9 The funds available for this Contract are \$450,000 (CAD).

## **D6. URBAN DESIGN GUIDELINES**

D6.1 Memorable places are central to defining and enhancing the city's image. Our Downtown is home to a collection of unique neighbourhoods and districts. In particular, Winnipeg is home to the Exchange District, an iconic character neighbourhood, that has unique architectural heritage buildings. These landmarks and character areas not only provide reference points that contribute to wayfinding and to a sense of place, they also contribute to a sense of civic identity. As our downtown grows, the City of Winnipeg's commitment to high quality urban design and respect for heritage is ever more critical.

D6.2 Some of our development downtown has unfortunately not always served the city well at street level or integrated into our signature heritage district. We want to reinforce the importance of a city for people, with great design and ground level appeal. This will mean paying more attention to how new development conceals parking and services at street level, focusing on human scale architectural elements and integrating with our heritage assets.

D6.3 The City currently uses the Downtown Zoning By-law (100/2004) and Downtown Urban Design Guidelines (2005) for guiding and shaping how new developments and additions can integrate into the streetscape and downtown districts (neighbourhood). However, these documents need to be updated to reflect the current policy direction, community expectations and development trends. The City recognizes that excellent urban design is important to creating great communities and neighbourhoods. Good urban design can add economic, social and environmental value. It can produce high returns on investment, reduce management, maintenance, energy and security costs, create well-connected, inclusive, and accessible new

places, enhance the sense of safety and security within and across developments, and conserve urban heritage.

- D6.4 As such, the City is looking to create a new urban design approach for our downtown, which will be implemented by new Urban Design Guidelines (The Guidelines). These Guidelines will be a critical tool to assist the Public Service and the Urban Design Advisory Committee (UDAC) in evaluating the design of buildings and public open spaces downtown. The Guidelines will also provide direction on future updates to the Downtown Zoning By-law (100/2004).
- D6.5 City of Winnipeg planning staff will look to incorporate the Urban Design Guidelines into the City-led Downtown Secondary Plan.
- D6.6 Deliverables:
- (a) District Characterization Analysis Report (per D6.7);
  - (b) Urban Design Guidelines (per D6.7).
- D6.7 The Consultant is responsible for:
- (a) providing a District (neighbourhood) Character Analysis Report within the first phase of the project. The district analyses should provide information on the neighbourhood context including, but not limited to:
    - (i) building heights;
    - (ii) setbacks;
    - (iii) built-form;
    - (iv) materials;
    - (v) circulation patterns;
    - (vi) nodes;
    - (vii) vistas; and
    - (viii) the district's alignment with the zoning regulations.
  - (b) The goal of the District Characterization Analysis is to provide an analysis of the existing built-form context of each downtown district. This analysis will help provide the background context for informing the creation of the Urban Design Guidelines. At minimum, the district analysis should use the following boundaries:
    - (i) the zoning districts within the Winnipeg Downtown Zoning By-law 100/2004, with exception of:
      - (i) North Multiple Use Sector, the Warehouse Character Sector, and the Waterfront Drive Downtown Living Sector. Changes in the development patterns and expectations within these Sectors requires further analysis on the usefulness of the boundaries of these sectors. It is expected that consultant will review and provide direction on the boundaries of these sectors as part of the District Character Analysis; and
      - (ii) The Forks Character Sector. Development at the Forks is governed by the Railside at the Forks Policy Plan.
    - (ii) the Exchange District National Historic Site of Canada Boundary.
  - (c) creating Urban Design Guidelines which address:
    - (i) the built-form, including but not limited to:
      - (i) the relationship of the building to the street, including commercial and residential street-level interface;
      - (ii) street-wall design, including considerations for the pedestrian experience and access to sunlight and shade within the street;
      - (iii) the design of a building's massing and scale. This should include design parameters for mid-rise and high-rise buildings;
      - (iv) built form design that takes into account our different seasons and sunlight and shade access;

- (v) separation distances for towers;
  - (ii) architectural features and building materials, including but not limited to:
    - (i) façade articulation;
    - (ii) architectural details; and
    - (iii) awnings, canopies and arcades;
  - (iii) Site Planning, including but not limited to:
    - (i) parking lot and parkade design;
    - (ii) vehicule access, loading zones and loading bays;
    - (iii) pedestrian access and connectivity;
    - (iv) site servicing (including waste areas and building services)
  - (iv) compatibility with heritage buildings and districts including:
    - (i) how new developments interface with heritage buildings, including how development outside of the Exchange District National Historic Site of Canada Boundary can be designed to be compatible with that district;
  - (v) design solutions that reflect the differences in the different districts (neighbourhoods);
  - (vi) specific design considerations for development at Rapid Transit Stations as identified within Winnipeg Transit Master Plan;
  - (vii) a specific section within the Urban Design Guidelines that addresses the unique design needs of the Exchange District National Historic Site of Canada Boundary. In addition to the design elements identified within D6.3, this section will focus on:
    - (i) infill development;
    - (ii) additions to historic buildings; and
    - (iii) providing guidance and measurable criteria on how development can reflect the historic and architectural values of national significance;
  - (viii) building signage;
  - (ix) building lighting;
  - (x) green building design;
  - (xi) new additions to the skywalk system and its relationship with the public realm;
  - (xii) design expectations around privately owned public spaces;
  - (xiii) designing Urban Design Guidelines in a manner that reflects the Street Typologies within the Downtown Streetscape Design Standards Manual (D7). For example, at-grade uses and design requirements may differ depending on the street type.
  - (xiv) Identify at-grade retail priority areas;
- (d) creating Urban Design Guidelines that include an integrated set of measurable criteria to establish how existing and planned buildings behave towards each other or “perform” in relation to a set of criteria or principles, within an area specific setting or context.
- (e) Creating Guidelines that clearly articulate and differentiate between design statements that are:
- (i) mandatory, meaning we expect the builder/designer to design buildings that meet the design requirement;
  - (ii) design expectations which are intended to apply to most situations and will be reviewed on a case-by-case basis to assess where deviation is necessary to address unique circumstances that will otherwise render compliance impractical or impossible; and
  - (iii) encouraging statements, while not mandatory requirements, that provide a defined framework of the design principles that supplement the mandatory design expectations.
- (f) creating an Urban Design Guidelines document that is an appendix to the City led Downtown Secondary Plan;

- (g) designing Urban Design Guidelines in a manner that will directly inform future changes to the Winnipeg Downtown Zoning By-law (100/04);
- (h) ensuring the Urban Design Guidelines are consistent with the policies within *OurWinnipeg 2045* and *Complete Communities 2.0*;
- (i) developing an Urban Design Guidelines document that will be a communication tool to developers, the public and decision makers to communicate what the City's design expectations are for development downtown;
- (j) carrying out a targeted engagement plan in accordance with D16;
- (k) incorporating into the Urban Design Guidelines design concepts reflecting the principles of equity-based placemaking;
- (l) creating a highly visual document that clearly articulates design concepts and ideas under D6 in a manner that includes, but is not limited to, the following: 3D renderings, drawings and pictures; and
- (m) compliance with the City's Universal Design Standards.

## **D7. DOWNTOWN STREETScape DESIGN STANDARDS MANUAL**

- D7.1 Our streets are the primary manner in which residents and visitors experience our city and our Downtown. In order to foster a dynamic street life for visitors and to increase the quality of life for residents and workers in our Downtown, we need to have a cohesive and comprehensive approach to streetscape design.
- D7.2 Currently, the City has a city-wide draft *Transportation Standards Manual (2012)*. While this manual was largely conceived to address the creation of new streets in our surrounding suburbs, it does not capture the unique policy direction and built form context of our Downtown streets. The basis for the Downtown Streetscape Design Standards Manual will be informed by best practice research and City policies, which will result in changes to city standards. The input from the proposed extensive consultation process, which includes: internal and external stakeholder's workshops and public engagement, will further help to shape the creation of the Manual.
- D7.3 The Downtown Streetscape Design Standards Manual aims to:
- (a) provide a design direction for downtown streets that will foster a vibrant and dynamic city centre and street life which will cater to downtown residents, workers and tourists;
  - (b) establish a clear hierarchy for the streets in Downtown through the creation of a street typology;
  - (c) provide long-term clarity on the vision of public realm and character areas in Downtown;
  - (d) address procurement and maintenance challenges by optimizing the quantity and variety of streetscape elements being implemented;
  - (e) guide capital budget planning for street renewal and investment projects in the Downtown;
  - (f) create predictable outcomes for street design by establishing a set of standard design requirements and streetscape elements;
  - (g) create predictable expectations for developers and the public to support downtown investments; and
  - (h) develop recommendations that balance utility, function, aesthetics, pedestrian amenity, constructability, ease of procurement, durability, maintainability, and cost.
- D7.4 The intent for the Downtown Streetscape Design Manual is to also provide design guidance to those making decisions related to the design of streets in Downtown Winnipeg, including City staff, policymakers and private parties. Consequently, this manual should contain the following information to provide design guidance:

- (a) the development of a Street Typology and Street Types framework, or system for categorizing rights-of-way, and further organizes streets into distinct cross-sectional zones; and
- (b) the creation of Design Zone Recommendations, which provide direction on placement and organization of streetscape elements. This should include: frontage zone (building face to property line), pedestrian zone (property line to furnishing zone), furnishing zone (path of pedestrian zone to curb), and roadway zone (curb to curb).

D7.5 Deliverables:

- (a) Best Practice Research Analysis Report; and
- (b) Streetscape Design Standards Manual.

D7.6 In order to meet the deliverables in D7.5, the Consultant is responsible for:

- (a) conducting best practice research within the first phase of the project. The best practice research should provide guidance on the design principles by which the Streetscape Design Standards Manual should be created and provide design direction for the creation of the manual;
- (b) creating a Streetscape Design Standards Manual which addresses the following:
  - (i) creating a street typology system which classifies streets by surrounding context, including right-of-way width, land use context (including existing building type & active frontages as well as development potential), traffic volumes, transit system, bike network, streetscape audit, and roadway travel function. This will assist in the selection of treatments which reflect the surrounding environment, accommodate all modes, reflect policy direction, and affect desired outcomes as complete streets;
  - (ii) creating and providing design zone recommendations, including identifying the way that space is allocated within the right-of-way to different uses and users of the right-of-way and how it functions and is generally configured. This should also include establishing minimum standards and targets for each design zone. Design zones should include: frontage zone (building face to property line), pedestrian zone (property line to furnishing zone), furnishing zone (pedestrian zone to curb), and roadway zone (curb to curb);
  - (iii) establishing a modal priority for streets. Distinctions can be made for streets that have particular functions (bike priority corridor, rapid transit route, etc);
  - (iv) a design approach which considers reducing design speeds where warranted to improve pedestrian experience of the street and improve safety for all users of the road;
  - (v) designing streets as places, where designs are comfortable and inviting for pedestrians and create opportunities for active usages and the creation of destinations;
  - (vi) identifying opportunities to re-allocate space within the right-of-way for city building objectives, including sustainable transportation options, environmental resiliency, placemaking, vibrancy, safety and marketability;
  - (vii) designing streets to meet future needs, users and built form context rather than solely for the existing context;
  - (viii) providing design guidance to ensure that proposed streetscape designs factor in operations, maintenance and upkeep;
  - (ix) identifying and providing conceptual design options for “shared” streets, or streets on which the distinction between the traveled way and other zones is partly or wholly eliminated, or are pedestrian-only streets.
  - (x) identifying character areas and streetscape elements, including showing how the public realm is designed (furnishings and finishes) to appear for each street type;
  - (xi) identifying streets that are, or have the potential to become, retail priority streets (18-hour type streets), which may need unique design considerations that foster/support active street life;



- (xii) provide conceptual design options for the potential conversion of the following one-way streets into two-way streets:
  - (i) Edmonton Street (NB) and Kennedy Street (SB) between Portage and Main Street;
  - (ii) Hargrave Street (NB) and Carlton Street/Ellen Street (SB) between William Avenue and Broadway;
  - (iii) James Avenue (EB) and Rupert Avenue (WB) between Main Street and Princess Street; and
  - (iv) Up to two other streets to be determined during the course of the project and to be determined through consultation.
- (xiii) providing cross section drawings and streetscape renderings for each street typology. We expect as part of this deliverable that there would be approximately 6 to 10 street typologies downtown. Cross section drawings and renderings are also required for unique streets downtown (e.g. Broadway, Graham Avenue, Portage Avenue, Main Street). The level of design will be at the conceptual level and will not be at a detailed or functional design level. Detailed, project-specific design work is not within the scope of this contract;
- (xiv) creating a set of criteria for identifying and prioritizing streets to receive investments;
- (xv) creating a Downtown Streetscape Design Standards Manual that is a highly visual communication tool for city staff, decision makers, developers, and the public;
- (xvi) meeting with Winnipeg Transit to ensure that the urban design vision is compatible with future transit enhancements based on the Winnipeg Transit Master Plan;
- (xvii) meeting with City staff, including members of Public Works on implications of the new the Transportation Master Plan;
- (xviii) meeting with the Water and Waste Department on implications for utility assets such as combined sewers and land drainage management with potential for mitigation (e.g. green infrastructure), and water main renewals;
- (xix) meeting with City staff, including members of PWD-Transportation on implications of the (still under development) 2050 Transportation Master Plan (TMP2050);
- (xx) proposing an improved pedestrian environment that should prioritize the inclusion of street trees, pedestrian lighting, art, street furniture (including locations for way-finding improvements) and other changes;
- (xxi) carrying out a targeted engagement plan in accordance with D16;
- (xxii) reflecting principles of equity-based placemaking; and
- (xxiii) the Design Streetscape Design Standards Manual shall align with the city's policy documents, which includes, but is not limited to, *OurWinnipeg 2045*, *CCDS 2.0*, the *Climate Change Action Plan*, the *Winnipeg Transit Master Plan*, and the *Transportation Master Plan*. The Manual shall also be in compliance with the City's Universal Design Standards.

## **D8. FUNCTIONAL DESIGN FOR DOWNTOWN BIKE ROUTES**

- D8.1 A Key Direction and priority of the *Winnipeg Pedestrian and Cycling Strategies (PCS)* is to develop a network of cycling infrastructure in the Downtown and to provide high quality connections to Downtown from each area of the City. PCS Map 4.6 presents the network of proposed routes in the Downtown. The following key routes of this network will be considered in this functional design study:
- (a) Fort Street (generally from Assiniboine Avenue to Notre Dame Avenue);
  - (b) Graham Avenue (generally from William Stephenson Way to Vaughan Street);
  - (c) Sir William Stephenson Way at Isreal Asper Way (Continue the planned constructed multi-use path along the south side of William Stephenson Way from this intersection to the half-signal at the Candian Museum for Human Rights, connection to the shared sidewalk on the north side of the Provencher Bridge and existing shared sidewalk on Waterfront Drive to the north including incorporating cycling crossings at Israel Asper Way);

- (d) Cumberland Avenue (generally from Hargrave Street to Notre Dame Avenue/Olivia Street connection);
  - (e) Notre Dame Avenue (extending the existing protected bike lane from Adelaide to Hargrave Street or Carlton Street with consideration for connection to Cumberland Avenue);
  - (f) St. Mary Avenue (generally from Main Street to existing bike lane on St. Mary Avenue west of Memorial Boulevard); and/or
  - (g) York Avenue (generally from Israel Asper Way to Memorial Boulevard or alternative west of Osborne Street and connect to the existing bike lane on St. Mary Avenue).
- D8.2 The design of Graham Ave as an east/west cycling route will need to consider the wider implications and future of the downtown transportation system and placemaking initiatives on Graham Ave itself.
- D8.3 The Consultant is required to design logical connections to existing facilities or to a logical terminus which will include an existing or planned facility, destination or other terminus defined by Public Works' Transportation Division.
- D8.4 The City will consider alternate routes (if proposed by the Consultant or determined through public/stakeholder consultation) which parallel routes proposed in the PCS. Any proposed changes to the routes identified in the PCS must integrate into the overall bike network.
- D8.5 Some routes will require conceptual design options (up to three) for each route identified above prior to development of the functional designs.
- D8.6 Some routes extend beyond the boundary of the study area, however functional designs as part of this RFP will need to include segments of streets outside the downtown to a logical terminus which will include an existing or planned facility, destination or other terminus defined by Public Works' Transportation Division.
- D8.7 The functional design of Graham Avenue (identified in D8.1) will require special design consideration and consider the following:
- (a) Once Winnipeg Transit decreases its presence on Graham Avenue Mall as part of the implementation of the Winnipeg Transit Master Plan, parts of Graham Avenue currently open to buses, bicycles, pedestrians and emergency vehicles will not be required for public transit. This provides an opportunity to re-think how the space can be designed for people.
  - (b) Given this unique opportunity, the functional design of Graham Avenue needs to be broader in scope than simply designing for bike infrastructure. The functional design for this street should seek to transform Graham Avenue into a gathering space for pedestrians as well as providing a key east-west movement route for pedestrians and cyclists. Transforming Graham is a unique opportunity to add up to 3.5 acres of placemaking opportunity within the heart of our Downtown and the SHED.
  - (c) Design considerations and stakeholder/public engagement should include discussions on potentially closing or limiting additional parts of Graham Avenue to general purpose vehicular traffic, including shared street concepts. This is also an opportunity to incorporate green infrastructure into the design in order to aid with stormwater retention. Given the importance of this street, the engagement section of this RFP (D15) identifies specific workshop to discuss the functional design for this street.
- D8.8 This functional design study will develop and expand on cycling connections that have been completed in recent years as part of the Downtown Bike Lane System and Street Improvements (<https://www.winnipeg.ca/publicworks/pedestriansCycling/walkbikeprojects/downtownbikelanesystem.stm>) as well as several other projects. The functional design for the routes identified in D8.1, will need to consider and demonstrate how connections will be made to the completed protected bike lanes on:
- (a) Assiniboine Avenue;
  - (b) Memorial Boulevard;

- (c) Garry Street;
  - (d) Hargrave Street;
  - (e) Notre Dame Avenue;
  - (f) Arthur Street;
  - (g) Princess Street;
  - (h) McDermot Avenue; and
  - (i) Bannatyne Avenue.
- D8.9 The functional design for the routes identified in D8.1 will also need to consider and demonstrate how connections will be made to the previously completed studies for:
- (a) the Osborne to Downtown Walk Bike Bridge and Connections project;
  - (b) Carlton and Hargrave;
  - (c) the Princess Protected Bike Lane project;
  - (d) the current study for phase two and completed construction for phase one of the Wolseley to Downtown Walk Bike Project; and
  - (e) the current study for the St. Boniface to Downtown Walk Bike Project.
- D8.10 The Public Works (Transportation Division) will work closely with the City's Project Manager to assist in overseeing the functional design of the downtown cycling network component of this project.
- D8.11 Confirm the Scope of Work, extents of the Study Area, project objectives, and define the design intent. This includes, but is not limited, to the following:
- (a) Acquire and review related reports and historical information, where available, within the Project limits and review as related to this Project;
  - (b) Acquire and review the historical and as-built drawings within Project limits from Underground Structures;
  - (c) Review adjacent land use as required to ensure that the bike corridor is compatible with the neighbouring land uses; and
  - (d) Geometric design criteria.
- D8.12 Functional design process will include the industry accepted process that will provide enough detail to ensure the facility is viable, trade offs are understood and assessed to confirm the optimal design. The process must include, but not be limited to:
- (a) Technical briefing memo outlining design criteria, evaluation criteria and weightings, and pedestrian-cycling facility types and routes.
  - (b) Analysis of impacts and mitigations (where possible/required) to vehicular capacity;
  - (c) Analysis of impacts to and mitigations to parking and loading including parking utilization studies as required;
  - (d) Analysis of impacts of new phasing recommendations for traffic signals;
  - (e) Recommendations for pedestrian improvements for safety and comfort where possible; and
  - (f) Constructability issues related to but not limited to: utilities, area-ways, trees.
- D8.13 Crossings of signalized intersections will consider pedestrian and cycling safety enhancements including but not limited to pavement markings, signage and signal phasing. Enhanced signal phasing will include traffic operations modeling (using Synchro) of various appropriate scenarios for review.
- D8.14 Deliverables for Functional Plans shall include, but not be limited to, the following:

- (a) Functional design drawings which include the industry accepted detail including annotations of important aspects, additions and/or impacts;
- (b) Plan View and Cross-Sectional drawings depicting the design in a presentable manner for the public to easily interpret. The plan shall be drawn with technical accuracy. Street sections and perspectives, and plan view drawings are the desired format to present designs to the public. These should be developed to a high graphical quality guided by the WalkBike Brand Manual and approved by Public Works' Transportation Division prior to use. Notations should also be included to highlight potential issues including not limited to – loading zone impact, parking lane impact, travel lane impact, known area way conflict, tree or utility conflict and/or other issues future phases of design should be aware of.
- (c) Existing curbs lines, buildings, transit facilities, utilities, trees/planters, property lines, and other existing features.
- (d) Existing and proposed parking and loading areas.
- (e) Key pavement markings and signage recommended associated with the cycling facilities in accordance with the City's Standards and Practices.
- (f) All traffic signal modifications.
- (g) Facility streetscaping and landscaping.
- (h) Any property requirements or easements drawings as necessary for the facility.
- (i) Transit facilities.
- (j) Where recommended infrastructure changes include the addition of specific bicycle phasing at signalized intersections, or changes to vehicle phases as a result of bicycle facility, the impact to the vehicle phase's level of service should be reviewed.
- (k) Functional Design Report for the project summarizing recommendations, quantifies all implications associated with the bicycle facility, study process, conceptual options explored, traffic study and modeling, parking study, rational for recommended design, etc.
- (l) compliance with the City's Universal Design Standards.

D8.15 Functional design's will include Class 4 cost estimates as defined by the City of Winnipeg's Cost Estimate Classification System and using the City's BOE templates.

## **D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D9.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D9.1.1 The 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.
- D9.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and

- (g) providing adequate training of staff and documentation of same.

## SUBMISSIONS

### D10. AUTHORITY TO CARRY ON BUSINESS

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

### D11. SAFE WORK PLAN

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

- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D12. INSURANCE

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

- D12.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.

- D12.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D12.3 The policies required in D12.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D12.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D12.2(a) and D12.2(b).
- D12.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D12.9.
- D12.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D12.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D12.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D13. COMMENCEMENT**

- D13.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D13.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D10;
    - (ii) evidence of safe work plan specified in D11;
    - (iii) evidence of the insurance specified in D12; and
    - (iv) The direct deposit application specified in D17.1.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by September 6, 2022.

### **D14. CRITICAL STAGES**

- D14.1 The Consultant shall recommend a project schedule per B13 that incorporates these critical stages. The consultant should also consider the engagement expectations per D16:
- (a) Project will commence in September 1, 2022;
  - (b) Phase 1 (2022 Q3 to 2023 Q2)
    - (i) Submission of District Characterization Analysis Report (as per D6) in Phase 1;
    - (ii) Submission of Best Practice Research Analysis Report (as per D7) in Phase 1;

- (c) Phase 2 (2023 Q2 to 2023 Q4)
  - (i) Submission of draft Urban Design Guidelines in Phase 2;
  - (ii) Submission of draft Downtown Streetscape Design Standards Manual in Phase 2;
  - (iii) Submission of draft Bike Routes Functional Design in Phase 2;
  - (iv) Interim Report 2023 Q2
- (d) Phase 3 (2024 Q1 to 2024 Q2)
  - (i) Submission of final Urban Design Guidelines (as per D6) in Phase 3;
  - (ii) Submission of final Downtown Streetscape Design Standards Manual (as per D7) in Phase 3;
  - (iii) Submission of final Bike Routes Functional Design (as per D8) in Phase 3.

## **D15. COVID-19 SCHEDULE DELAYS**

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

## **D16. ENGAGEMENT**

- D16.1 This project includes engaging the public as well as targeted engagement with internal stakeholders (City of Winnipeg departments) and external stakeholders (key downtown organizations). External stakeholders include, but not limited to:
  - (a) The urban design community (practicing architects, landscape architects and urban planners);
  - (b) Property owners and commercial tenants;
  - (c) Downtown agencies such as CentreVenture, the Downtown Business Improvement Zone and Exchange District Business Improvement Zone;
  - (d) Cycling and transit organizations; and
  - (e) Key real estate developers.
- D16.2 Depending on the COVID-19 circumstances and health restrictions, public engagement activities may be required to be held virtually. Any in person engagement activities will be subject to health guidelines in place at that time.

- D16.3 The Consultant shall provide a virtual meeting platform for all virtual meetings and events.
- D16.4 The Consultant shall work collaboratively with the Office of Public Engagement.
- D16.5 The Consultant shall host at least seven engagement-focused project team meetings, including:
- (a) An initial meeting, following the project kick-off meeting, to discuss the draft engagement strategy in detail;
  - (b) A meeting prior to each engagement phase to discuss materials in detail;
  - (c) A meeting following each engagement phase to discuss feedback with the steering committee.
- D16.6 The review of public materials and advance notice of events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- D16.6.1 All public materials must be posted online a minimum two (2) weeks prior to an event. Meeting invitees shall be provided two (2) weeks advance notice.
- D16.6.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting. This review timeline can only be upheld if materials reflect engagement requirements and are free from errors.
- D16.7 The City will provide the Consultant with a communications plan that includes communication objectives and key messages; specifically, how the project deliverables (D6, D7 and D8) tie into the Downtown Plan led by the City.
- D16.8 Engagement materials related to the project deliverables (D6, D7 and D8) will be hosted on a webpage for the Downtown Plan developed and managed by the City.
- D16.9 The City will cover expenses for engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host engagement events.

### **Engagement Deliverables**

- D16.10 The Consultant shall develop and provide the following deliverables in accordance with and in addition to requirements outlined at <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) an engagement strategy that clearly identifies:
    - (i) the public's and stakeholder's role in the decision-making process;
    - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
    - (iii) techniques that achieve the identified engagement objectives;
    - (iv) the need/interest associated with each decision step, along with the recommended level of participation; and
    - (v) how input will be considered and incorporated where possible.
  - (b) a promotion and notification plan for each engagement phase;
  - (c) engagement and communication materials for each engagement phase;
  - (d) an engagement summary report for each engagement phase that demonstrates what we heard and how feedback was incorporated and reflected using City of Winnipeg templates;
  - (e) a communications log, kept up to date throughout the project.
- D16.11 The Consultant shall develop a stakeholder list based on research and information collected through a stakeholder mapping exercise.

### **Engagement Expectations**



- D16.12 The Consultant shall conduct a stakeholder mapping exercise (a process involving identifying individuals and groups and their interest in the project to ensure the project is reaching those who may need special outreach and/or support to engage) with known stakeholders at the beginning of engagement planning.
- D16.13 The Consultant will coordinate the public, internal, and external stakeholder engagement program between the three project deliverables in order to maximize synergies and reduce engagement fatigue.
- D16.14 The City will manage an email inbox and phone line for the Downtown Plan and will forward inquiries related to the project deliverables (D6, D7 and D8) to the Consultant for response.
- D16.15 The Consultant will analyze feedback received through engagement activities to be included in the engagement summary reports.
- D16.16 The Consultant shall conduct the internal, public and external stakeholder engagement program in three phases and achieve the following goals and objectives that correspond with each phase of engagement. The Consultant is encouraged to identify additional engagement goals and corresponding techniques (where desirable/needed) within each phase.

Phase 1 (inform and involve)

Goals:

1. Inform on key project deliverables (per D6, D7 and D8);
2. Inform on design principles/vision for each key project deliverable;
3. Gather ideas/feedback from the public and stakeholders; and
4. Gather insights from stakeholders.

| <b>Phase 1 (inform and involve)</b> |  |
|-------------------------------------|--|
| <b>Stakeholder</b>                  | <b>Details</b>   |
| Internal<br>City of Winnipeg (CoW)  | <p>Host two (2) internal workshops with CoW staff.</p> <p>Workshop #1 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Urban Design Guidelines (Design Guidelines)</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ present and discuss District Characterization Analysis Report (per D6);</li> <li>○ present and discuss design guideline approach/principles for different districts downtown and street types (per D7);</li> <li>○ collaboratively identify retail priority areas; and</li> <li>○ workshop should help create an urban design direction that the consultant can use to engage stakeholders and the public.</li> </ul> </li> </ul> <p>Workshop #2 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Design Standards Manual (Streetscape Manual), Functional Design for Downtown Bike Routes (Bike Routes)</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ present and discuss Best Practice Research Analysis Report (per D7);</li> <li>○ confirm scope, objectives and identify opportunities;</li> <li>○ discuss and confirm street hierarchy with modal priorities;</li> <li>○ identify project red flags and key considerations;</li> <li>○ create conceptual street typologies in discussion with city staff (to be tested and refined with stakeholder input in Workshop #4); and</li> <li>○ identify potential limited traffic impact analysis work to be conducted by City Staff.</li> </ul> </li> </ul> |

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| <p>Key Downtown Stakeholders</p> | <p>Host two (2) workshops with key downtown stakeholders.</p> <p>Workshop #3 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Design Guidelines</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ present and discuss District Characterization Analysis Report (per D6);</li> <li>○ based upon results from Workshop #1, present and discuss design guideline approach/principles for different districts downtown and street types (per D7); and</li> <li>○ based upon results from Workshop #1, confirm with stakeholders retail priority areas.</li> </ul> </li> </ul> <p>Workshop #4 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Manual, Bike Routes</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ present and discuss Best Practice Research Analysis Report (per D7);</li> <li>○ present project scope, objectives and design criteria;</li> <li>○ based upon Workshop #2 results, confirm street hierarchy with modal priorities;</li> <li>○ based upon Workshop #2 results, present conceptual street typologies co-created with city staff to be tested and refined in this workshop. This would include discussions on design goals for each street typology; and</li> <li>○ present, discuss and receive feedback on conceptual design of bike routes (per D8).</li> </ul> </li> </ul> <p>Conduct individual meetings with key stakeholders as required.</p> |
| <p>Public</p>                    | <p>Plan, facilitate and staff public engagement events.</p> <ul style="list-style-type: none"> <li>• Project component: All</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Increase understanding of design principles/vision and awareness;</li> <li>○ identify needs/priorities/concerns;</li> <li>○ build common ground; and</li> <li>○ Review and gather feedback on Conceptual Design for Downtown Bike Routes.</li> </ul> </li> <li>• Engagement techniques must include, but are not limited to: <ul style="list-style-type: none"> <li>○ Two (2) bike tours and/or indoor pop-up events (weather and season permitting);</li> <li>○ One (1) public event or workshop (preference is for an in-person event);</li> <li>○ Online surveys for each project deliverable (Consultant to provide survey platform);</li> <li>○ Online mapping tool hosted through the City's subscription to Bang the Table online engagement platform.</li> </ul> </li> </ul>  |

Phase 2 (consult)

Goals:

1. Gather feedback from the public and stakeholders on initial draft design guidelines, draft streetscape design standards manual, and conceptual/functional design of bike routes.

| Phase 2 (consult)                  |  |
|------------------------------------|--|
| Stakeholder                        | Details  |
| Internal<br>City of Winnipeg (CoW) | <p>Host three (3) internal workshops with CoW staff.</p> <p>Workshop #1 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Design Guidelines</li> </ul> |

|                                  |   |
|----------------------------------|---|
|                                  | <ul style="list-style-type: none"> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Review and gather feedback on draft Urban Design Guidelines.</li> </ul> </li> </ul> <p>Workshop #2 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Manual, Bike Routes</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Review and gather feedback on draft Streetscape Design Standards Manual</li> <li>○ Present and receive feedback on refined conceptual designs and/or draft functional designs for each route (the level of design will depend on, and reflect, the varying degrees of complexity for each route).</li> </ul> </li> </ul> <p>Workshop #3 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Manual, Bike Routes</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Present, review and provide feedback on design concepts for Graham Avenue.</li> </ul> </li> </ul>  |
| <p>Key Downtown Stakeholders</p> | <p>Host four (4) workshops with key downtown stakeholders.</p> <p>Workshop #4 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Design Guidelines</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Review and gather feedback on draft Urban Design Guidelines.</li> </ul> </li> </ul> <p>Workshop #5 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Design Guidelines</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Review and gather feedback on draft Urban Design Guidelines for the Exchange District.</li> </ul> </li> </ul> <p>Workshop #6 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Manual, Bike Routes</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Review and gather feedback on draft Streetscape Design Standards Manual and</li> <li>○ Present and receive feedback on refined conceptual designs and/or draft functional designs for each route (the level of design presented will depend on, and reflect, the varying degrees of complexity for each route).</li> </ul> </li> </ul> <p>Workshop #7 (half-day):</p> <ul style="list-style-type: none"> <li>• Project component: Streetscape Manual, Bike Routes</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Present, review and provide feedback on design concepts for Graham Avenue.</li> </ul> </li> </ul> <p>Conduct individual meetings with key stakeholders as required.</p> |
| <p>Public</p>                    | <p>Plan, facilitate and staff public engagement events.</p> <ul style="list-style-type: none"> <li>• Project component: All</li> <li>• Objectives: <ul style="list-style-type: none"> <li>○ Present and gather feedback on the draft Design Guidelines</li> <li>○ Present and gather feedback on the draft Streetscape Design Standards Manual; and</li> </ul> </li> </ul>  |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>○ Present and receive feedback on refined conceptual designs and/or draft functional designs for each route (the level of design presented will depend on, and reflect, the varying degrees of complexity for each route).</li> <li>● Engagement techniques must include, but are not limited to:             <ul style="list-style-type: none"> <li>○ Two (2) bike tours and/or indoor pop-up events (weather or season permitting);</li> <li>○ One (1) public event or workshop (preference is for an in-person event);</li> <li>○ Online surveys for each project deliverable (Consultant to provide survey platform);</li> </ul> </li> </ul> |
|  |   |

**Phase 3 (consult and inform)**

**Objectives:**

1. Finalize the Urban Design Guidelines, Streetscape Design Standards Manual and, Functional Design for Downtown Bike Routes with feedback from the public and stakeholders.
2. Inform stakeholders and public about final recommendations.

| <b>Phase 3 (inform, consult)</b> |   |
|----------------------------------|---|
| <b>Stakeholder</b>               | <b>Details</b>  |
| Key Downtown Stakeholders        | Host one (1) meeting with key downtown stakeholders. <ul style="list-style-type: none"> <li>● Project component: All</li> <li>● Objectives: Present and validate final draft Urban Design Guidelines, Streetscape Design Standards Manual and, recommended Functional Designs for Downtown Bike Routes.</li> </ul>  |
| Public                           | Plan, facilitate and staff public engagement events. <ul style="list-style-type: none"> <li>● Project component: All</li> <li>● Objectives: Present and validate final Urban Design Guidelines, Streetscape Design Standards Manual and, recommended Functional Designs for Downtown Bike Routes.</li> <li>● Engagement techniques must include, but are not limited to:               <ul style="list-style-type: none"> <li>○ One (1) public event (preference is for an in-person event);</li> <li>○ Online survey or other online feedback tool;</li> </ul> </li> </ul> |

D16.17 The execution of the engagement plan will result in reaching the following objectives:

- (a) participants have an understanding of the opportunities and limitations of the project;
- (b) stakeholders will learn from one another about concerns, priorities, and aspirations for enhancements;
- (c) participants' input in response to terms of reference are collected and considered;
- (d) participants' concerns, priorities, and aspirations are considered and incorporated into the project; and
- (e) participants understand how their input was considered and incorporated (where possible) into the project.

**D17. PAYMENT**

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

## THIRD PARTY AGREEMENTS

### D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 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.
- D18.2 Further to D18.1, in the event that the obligations in D18 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 C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D18.3 For the purposes of D18:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D18.4 Modified Insurance Requirements
- D18.4.1 If not already required under the insurance requirements identified in D12, 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.
- D18.4.2 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.
- D18.4.3 Further to D12.6 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.
- D18.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D18.5 Indemnification By Consultant
- D18.5.1 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.
- D18.6 Records Retention and Audits
- D18.6.1 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.

D18.6.2 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 D18.6.1 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.

#### D18.7 Other Obligations

D18.7.1 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.

D18.7.2 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.

D18.7.3 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.

D18.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

## **PART E - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES- ENGINEERING-PUBLIC WORKS**

The City of Winnipeg  
Revision: 2012-01-19

**\*NOTE 1:** PART E PERTAINS ONLY TO SERVICES DESCRIBED IN SECTIONS D6, D7 AND D8.

**NOTE 2:** ALL REFERENCES, IN PART E, TO “ASSOCIATION TO PROFESSIONAL ENGINEERS AND GEOSCIENTISTS OF MANITOBA” AND “APEGM” SHALL BE ASSUMED TO REFER TO “ENGINEERS GEOSCIENTISTS MANITOBA” AND “EGM” RESPECTIVELY

### **E1. DEFINITIONS**

- E1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- E1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- E1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- E1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

### **E2. INTRODUCTION**

- E2.1 Further to the General Conditions for Consultant Services, it is the intent of this Part 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.

### **E3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS**

- E3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- E3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- E3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- E3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual

and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

#### **E4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES**

- E4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- E4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- E4.3 Advisory services include, but are not limited to:
- E4.4 Expert Testimony;
- (a) Appraisals;
  - (b) Valuations;
  - (c) Rate structure and tariff studies;
  - (d) Management services other than construction management;
  - (e) Feasibility studies;
  - (f) Planning studies;
  - (g) Surveying and mapping;
  - (h) Geotechnical investigations;
  - (i) Hydrological investigations;
  - (j) Safety audits;
  - (k) Value engineering audits;
  - (l) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
  - (m) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

#### **E5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN**

- E5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- E5.2 Engineering services for preliminary design normally precede the detailed design of a Project.
- E5.3 Preliminary design services include, but are not limited to:
- (a) Preliminary engineering studies;
  - (b) Engineering investigations;
  - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
  - (e) Functional planning;
  - (f) Formal and/or informal consultations with stakeholders and/or the general public
  - (g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
  - (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
  - (i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;



- (j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- (k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

## **E6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN**

- E6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- E6.2 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.
- E6.3 Detailed design services include, but are not limited to:
- E6.4 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;
- E6.5 Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- E6.6 Formal and/or informal consultations with stakeholders and/or the general public;
- E6.7 Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
- E6.8 Submission of engineering drawings and plans for circulation through the Underground Structures process;
- E6.9 Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
- E6.10 Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
- E6.11 Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
- E6.12 Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- E6.13 Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- E6.14 Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

## **E7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION**

- E7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- E7.2 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.

E7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.

E7.4 NON-RESIDENT Contract Administration services include but are not limited to:

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

E7.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
  - (i) inspection of all pipe prior to installation;

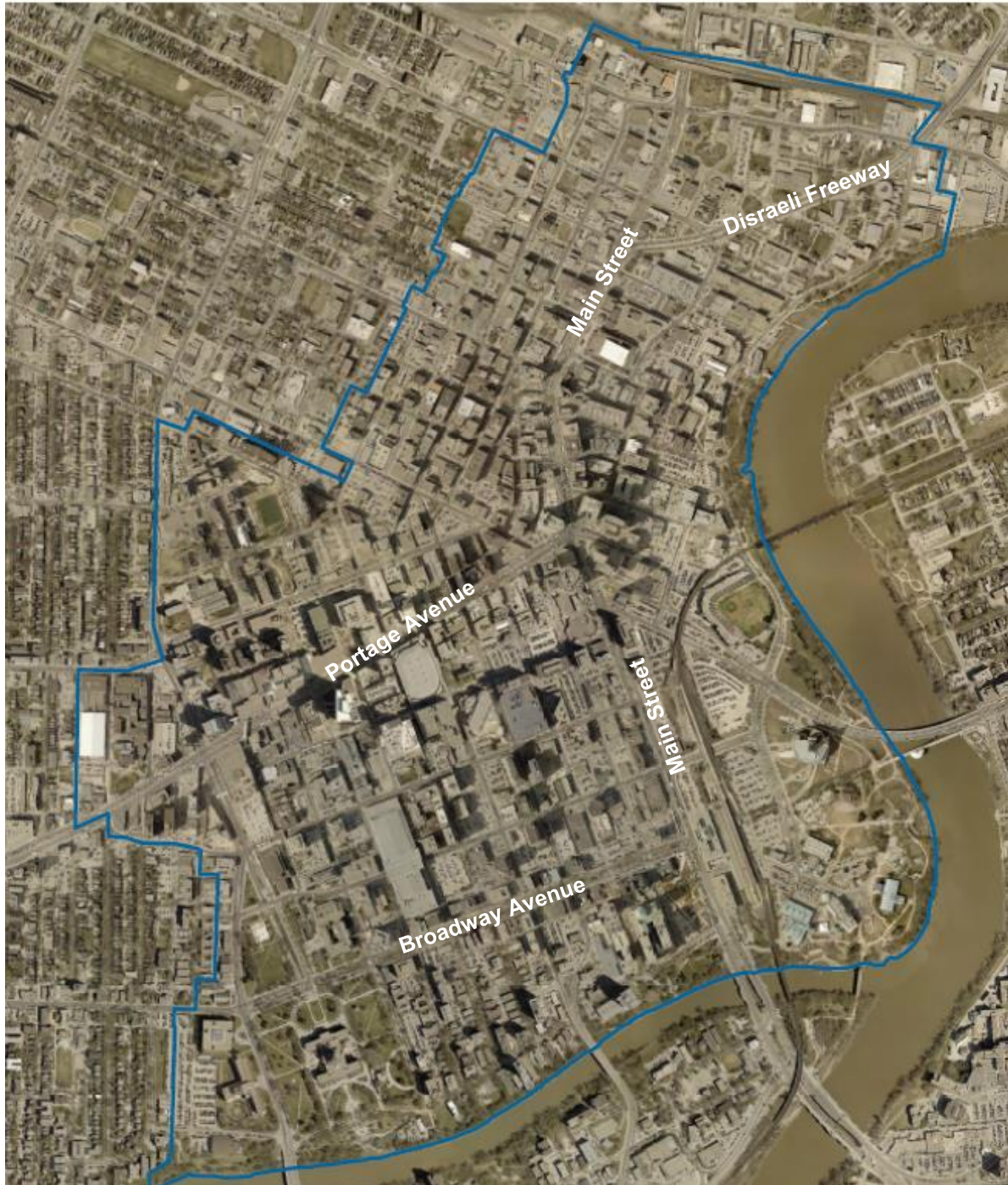
- (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, 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 7.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
  - (i) full time inspection and/or testing of watermains and sewers;
  - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
  - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- (e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- (g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- (h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- (i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- (j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- (k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- (l) Promptly report any significant and unusual circumstances to the Project Manager;
- (m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- (n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- (o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

## **E8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES**

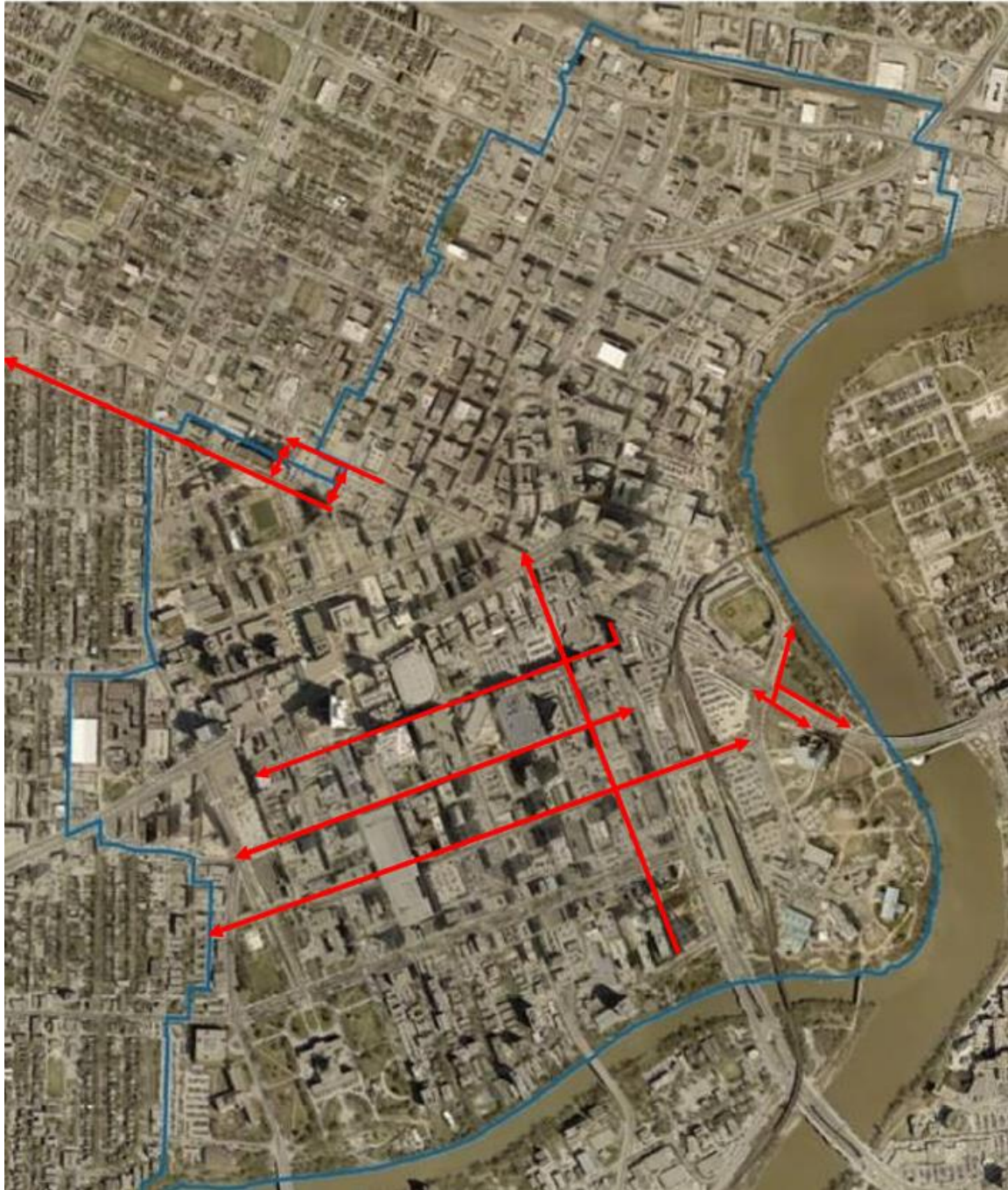
- E8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- E8.2 The Consulting Engineer is required to provide post-construction services including 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 Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
  - (f) Prompt resolution of:
    - (i) deficiencies in design
    - (ii) outstanding construction contract warranty issues
  - (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
  - (h) Provision of record drawings, within three (3) months of Substantial Performance date;
  - (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

## **E9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES**

- E9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- E9.2 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.
- E9.3 Engineering Services called Additional Services include but are not limited to:
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
  - (b) Preparation of operating manuals and/or training of operating personnel;
  - (c) Start-up and/or operation of operating plants;
  - (d) Procurement of materials and equipment for the City;
  - (e) Preparation for and appearance in litigation on behalf of the City;
  - (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
  - (g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.



Appendix A - Downtown Boundaries



Appendix B – Bike Routes as per D8